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**SERVICE LEVEL AGREEMENT FOR NALOXONE PROVISION**

1<sup>st</sup> November 2023-31<sup>st</sup> October 2024

## BACKGROUND

- A. CGL has selected The Pharmacy as its supplier for the delivery of naloxone provision for the Sefton area.
- 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.

**“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 trademarks, internet domain names, moral rights, rights in databases,

data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semiconductor 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.

- 1.2 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.

## **2. Commencement and Duration**

2.1 This Agreement shall commence on 01/11/2023 and shall (subject to the other provisions of this Agreement) continue until 31/10/2024.

## **3. Price and Payment**

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

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

## **4. Liabilities**

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

4.2 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.

4.3 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.

## **5. Intellectual Property Rights**

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

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

5.3 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 trademark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trademark will be agreed between the Parties and consent to such use will not be unreasonably withheld.

5.4 Neither Party shall use any name or trademark 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.

5.5 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 trademark, patent, copyright, design or other intellectual property right of such third party.

## 6. Confidential Information

- 6.1 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.
- 6.2 The restrictions in clause 6.1 shall not apply to any Confidential Information which: -
- 6.2.1 the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;
  - 6.2.2 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.
  - 6.2.3 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
  - 6.2.4 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.
- 6.3 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.

## 7. Data Protection

- 7.1 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**").
- 7.2 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.

- 7.3 In relation to the processing of any Customer Data, each Party shall:
- 7.3.1 process that Customer Data in accordance with the DPA.
  - 7.3.2 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
  - 7.3.3 not transfer that Personal Data outside the European Economic Area.

## **8. Anti-corruption**

- 8.1 Each Party acknowledges that the Party is committed to eliminating all risk of bribery and corruption in its business relationships.
- 8.2 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.
- 8.3 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.

## **9. 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.

## **10. Termination**

- 10.1 CGL may terminate this Agreement at any time on giving not less than 3 months' written notice to the Pharmacy.
- 10.2 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:
  - 10.2.1 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.
  - 10.2.2 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;
  - 10.2.3 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
  - 10.2.4 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.

- 10.3 On termination of this Agreement for any reason:
- 10.3.1 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
  - 10.3.2 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.

## **11. Force Majeure**

- 11.1 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).
- 11.2 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.
- 11.3 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.

## **12. Dispute Resolution**

- 12.1 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.
- 12.2 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.

## **13. Assignment/Sub-Contracting**

- 13.1 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.

## **14. Benefit of Agreement (Third Party Rights)**

- 14.1 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).

## **15. 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.

**16. Waiver**

16.1 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.

16.2 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.

**17. Severability**

17.1 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.

**18. 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.

**19. Variations**

19.1 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 – ASSOCIATED SLAS

### 1. Background

- 1.1 Take home naloxone provision to suitable needle exchange and supervised consumption service users forms an important part of their care. Naloxone has been used for many years in emergency medicine for the reversal of the effects of opioid overdose and to prevent death.
- 1.2 Pharmacies are ideally placed for providing take home naloxone to the target population group as they are one of the main points of contact for opiate users accessing needle exchange services or collecting opiate-substitution medication.
- 1.3 The provision of take-home naloxone through pharmacies increases the availability and access to naloxone over a wide geographical area and provides opportunities for intervention in a population group who may not currently access specialist substance misuse services.

### 2. Aims and Intended Service Outcomes

- 2.1 To reduce the number of drug-related deaths caused by opioid overdose by:
  - Increasing availability of naloxone in the community for emergency use in opioid overdose
  - Increasing awareness of symptoms of opioid overdose and how to respond in an emergency.
  - Providing training in the appropriate use of naloxone in the situation of opioid overdose

### 3. Service Outline

- 3.1 Take home naloxone provision is available to all presenting adults (aged 18 and over) who attend for either needle exchange services or supervised consumption of their opiate substitute medication. Young people under 18 years old should be sign-posted to the local specialised Young People's Service. The website for Young People's services is [www.changegrowlive.org/rise-up-sefton/referrals](http://www.changegrowlive.org/rise-up-sefton/referrals).
- 3.2 Identify suitable service users and supply naloxone injection in the form of a Prenoxad kit through engagement in the pharmacy, particularly those accessing needle exchange and/or opioid substitution therapy, informing clients about harm reduction and the benefits of carrying a naloxone Injection.
- 3.3 All service users in contact with opioids are to be offered training in recognising the symptoms of opioid overdose, how to respond appropriately and how to administer naloxone (see Appendix 1). The training is not time consuming.
- 3.4 The naloxone and overdose training can be delivered by any member of the pharmacy team who has been appropriately trained and has been deemed competent to do so by the pharmacist in charge. Once completed, a take-home naloxone kit may be issued to the service user.
- 3.5 The pharmacy will provide support and advice to the user, including referral to other health and social care professionals and specialist drug treatment services where appropriate.

### 4. Data Recording & Information Sharing

- 4.1 The pharmacy will maintain accurate records of the service provided.
- 4.2 The pharmacy will be expected to ensure secure systems and records to prevent misuse of service, and to ensure the confidentiality for service users.
- 4.3 The pharmacy will create a record on PharmOutcomes using information provided by the service user.

- 4.4 Internet access must be available for input of data onto PharmOutcomes.
- 4.5 The consultation room will have access to a computer to enter patient details on to PharmOutcomes. There will be access to a printer for printing of the consent form via PharmOutcomes

## **5. Brief Harm Minimisation and Health Promotion Interventions**

- 5.1 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
- 5.2 Advice will be consistent with relevant recognised guidelines and good practice and should be supported with appropriate harm minimisation materials or literature.

## **6. Ordering of materials**

- 6.1 It is the responsibility of the pharmacy to order stock to meet the requirements of the service.
- 6.2 Stock levels must be maintained to ensure availability of naloxone to supply to service users once they have received the training.

## **7. Accessibility**

- 7.1 This service will be provided on an open access basis with no requirement for referral from an external agency.
- 7.2 The service user will determine:
- Which delivery site they access
  - The frequency of engagement
  - Which interventions they access

## **8. Service requirements and duration**

- 8.1 This service specification is valid from 01/11/2023 – 31/10/2023.
- 8.2 The pharmacy will offer a user-friendly, non-judgmental, patient-centred and confidential service.
- 8.3 The service will be delivered in a consultation area in the pharmacy which ensures a sufficient level of privacy and safety and meets consultation room requirements. Hand washing facilities must be available. NHS infection control standards must be complied with.
- 8.4 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.
- 8.5 Pharmacists and staff involved in the provision of the service must have relevant knowledge and be appropriately accredited in the operation of the service.
- 8.6 The Contract Manager must be informed of any changes to personnel which impacts service delivery or availability via [sefton.services@cgl.org.uk](mailto:sefton.services@cgl.org.uk). Every effort should be made to ensure service continuity.



## **9. Safeguarding and Governance**

- 9.1 Pharmacy staff must be aware of local child and vulnerable adult protection procedures; these must be followed at all times.
- 9.2 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.
- 9.3 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.

## **10. Required training**

- 10.1 The accredited pharmacist and support staff must complete the SMMGP e-learning module "Naloxone Saves Lives" available at <http://www.smmgp-elearning.org.uk/course/index.php?categoryid=2> or have attended a training and accreditation event organised by CGL before commencing the service. The manager will be required to keep a record and evidence of appropriately trained staff.
- 10.2 For all services the CPPE courses "Substance Use and Misuse" (Modules 1 – 4) and "Safeguarding Children and Vulnerable Adults" must be completed. The completion certificate for this must be no more than three years old.
- 10.3 Pharmacist and support staff must have received the required training before the service can be delivered. Take home naloxone can only be provided once training has been given to a service user by a suitably trained member of staff.
- 10.4 The training requirements must be met within three months of joining the service and updated every three years.
- 10.5 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.

## **11. Quality indicators**

- 11.1 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.
- 11.2 The pharmacist and support staff will attend required training and accreditation events relating to this service.
- 11.3 The pharmacist and support staff have completed the required training.

- 11.4 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.
- 11.5 The pharmacy has a complaints procedure in place.
- 11.6 The pharmacy co-operates with any local assessment of service and service user experience, including use of "mystery customers" and audits.

**12. Incidents and complaints**

- 12.1 The pharmacy is required to have a robust incident reporting and investigation procedure in place.
- 12.2 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 at sefton.services@cgl.org.uk.
- 12.3 The pharmacy will deal with any complaints sensitively and will report any complaints, comments or concerns to the Contract Manager as soon as possible to sefton.services@cgl.org.uk.

**13. Use of Locum Pharmacists**

- 13.1 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.
- 13.2 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 via sefton.services@cgl.org.uk.
- 13.3 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.
- 13.4 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.
- 13.5 The pharmacy will ensure that appropriate professional indemnity insurance is in place.
- 13.6 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.

**14. Payment arrangements**

Service Provided	Fee
Naloxone Supply	£10.00
Prenoxad kit	Drug tariff price of Prenoxad

- 14.1 Payments will be made monthly upon input of the data onto PharmOutcomes. Invoices will be generated automatically by PharmOutcomes on the 5<sup>th</sup> of the month. The service contract and financial details will need to be completed and returned before any payments will be made.

14.2 Fees will be paid on the basis of submitted claims into a bank account specified by the pharmacy.

14.3 The pharmacy is responsible for entering accurate claims data on the correct website. (Pharmoutcomes)

**15. Audit**

15.1 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.

15.2 The Contract Manager may employ mystery shoppers as part of this audit.

## **Appendix 1: Service user training**

Service users must be competently trained in order to be provided with take home naloxone. As a minimum, training sessions must cover the following topics:

### **Overview of the Main Risk Factors for Drug Overdose**

- Main risk 'groups', i.e. people leaving prison, detoxification, rehabilitation, having recently stopped the use of naltrexone or with low tolerance
- Injecting drugs
- Longer history of injecting
- Poly-drug use. Risks associated with using combinations of depressant drugs, e.g. mixing heroin with other sedative drugs or mixing with alcohol

### **How to Recognise when Someone has Overdosed**

- Deep snoring/'gurgling' noises
- Not able to wake, not responsive to shouting and shoulder shake
- Turning blue
- Not breathing

**PLEASE NOTE:** Ensure that the service user is aware that Naloxone should **never** be considered as a safety net to take extra risks.

### **What is Naloxone?**

An opioid antagonist – It **temporarily** reverses the effects of opioids. Naloxone does **not** reverse overdoses of non-opioid drugs.

### **How Does a Patient Respond to Naloxone?**

Duration and type of effect from Naloxone depends on:

- Which opioid was used
- How much opioid was used e.g. methadone versus heroin
- By what means it was taken, i.e. oral, IV
- Any other drugs or alcohol taken

If someone has taken an opioid overdose, Naloxone will **buy precious time**. The individual still needs to go to hospital. Please dial 999 for an ambulance

### **Where Should Naloxone be Kept?**

- Carried by the individual on their person
- A specific place at home or the place where drugs are used. Service users should also let others know where it is kept

### **What About Safety?**

Naloxone should be kept out of the reach of children. The expiry date also needs to be checked intermittently. If it is out of date, you need to return to the pharmacy or a CGL service to collect another Naloxone kit.

### **How is the Naloxone Syringe Assembled?**

Instruction leaflets are included in the 'Take Home Naloxone' kit. There are dummy (or out of date) syringes available, which can be used to practice assembling the kit. It is important to emphasise that care must be taken when screwing the needle onto the barrel of the syringe as it is easy to eject Naloxone accidentally.

**PLEASE NOTE:** The Naloxone kit contains two needles. It is important to emphasise to the service user that these needles should never be used for other purposes, because when an overdose occurs, the absence of needles could lead to death.

### **Where Naloxone Should be Injected?**

It is quicker and easier to give Naloxone into a muscle, i.e., intramuscular. Intramuscular injection is the usual way it is given in A&E departments and by paramedics. It takes 2-5 minutes to have an effect when given intramuscularly.

### **What Should be Done with the Syringe After Use?**

The syringe should be placed in a sharps bin, e.g. in the ambulance. In addition, in areas where ampoule packs are being used, the used needle can be placed in the container and given to the ambulance staff or taken back to CGL service.

**PLEASE NOTE:** The Naloxone pack should not be opened unless it is to administer to someone in an emergency overdose situation.

### **How to get a Replacement Naloxone kit?**

When a replacement kit is needed due to the current dose being used, lost, damaged, or out of date, the service user should return to their CGL service or pharmacy where they were originally trained and supplied with the Naloxone kit. When replenishing Naloxone, CGL or pharmacy staff must ensure that a consent form and all other necessary paperwork is completed. In addition, it is essential to ensure that the individual's knowledge is still up to date.

Expired stock must be disposed through medicinal waste bins, such as at a pharmacy.

### **Calling an Ambulance**

Throughout the training session it is imperative to emphasise the following:

- Service users must dial 999 and call an ambulance in all overdose cases.
- Naloxone is a short acting drug that lasts between 20 minutes and 40 minutes. An overdose can last up to 8 hours; hence the affected individual may go back into overdose state.
- The police are not routinely called to overdoses but if they do attend, this will be for the purpose of assisting the paramedics in their efforts to save a life.
- Always stay with the individual until emergency services arrive and be prepared to give further doses.



## **Appendix 2: List of providers**

Change Grow Live

Bootle - The Green House, 2 Bridle Way, L30 4UA

Southport - 8 Church St, PR9 0QT

0151 203 9755

### **Appendix 3: Local contact information**

Change Grow Live Sefton  
The Greenhouse, 2 Bridle Way, Bootle, L30 4UA  
8 Church Street, Southport, PR9 0QT

**T: 01512039755**



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#### **Services Manager**

**Kelly Miller      Mobile No 07741900635, Kelly.miller@cgl.org.uk**

#### **Data and Admin Manager**

**Kirsty Leigh    Mobile No 07786596073, Kirsty.leigh@cgl.org.uk**

#### **Regional Lead for Nursing**

**Gail Robinson    Mobile No 07795 127894, gail.robinson@cgl.org.uk**

#### **Quality and Governance lead**

**Nikki Major      Mobile No. 07769134137, Nichola.major@cgl.org.uk**

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: