**Service Specification – Supervised consumption of methadone and subutex**

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| Service Specification No. | N/A |
| Service | Supervised consumption of methadone and subutex |
| Commissioner Lead | Halton Borough Council |
| Provider Lead | TBC |
| Period | 1st April 2015 to 31st March 2018 with an option for up to two annual extensions |
| Date of Review | TBC |
|  | |
| 1. **Population Needs** | |
| * 1. **National / local context and evidence base**   The National Drugs Strategy 2010 contains two overarching aims to reduce illicit and other harmful drug use and increase the numbers recovering from their dependence through reducing demand, restricting supply and building recovery in communities.  Halton’s Drug Strategy 2014-18 sets out the local response to the National Drug Strategy. Data from the local Strategy reveals that:   * Halton has a significant burden of risk factors associated with starting to take drugs. * The Hepatitis B vaccination rate in Halton for intravenous drug users is lower than regional and national rates. * The majority of people accessing drug treatment services are males aged between 20 and 49 with heroin being the most common drug used.   In response to Audit Commission reports which highlighted that users experience complex and interrelated social and psychological problems, Halton developed a one stop shop approach at Ashley House, Widnes where drug users are able to access a wide range of support services. This service (known as the Prescriber or Prescribing Agency) links into the supervised consumption service by providing a source of referrals and support for participating community pharmacies.   * 1. **Local Context**   Community pharmacists are ideally placed to link in with the specialist prescribing services in Halton to meet the need for supervised consumption of methadone or subutex within an agreed and structured protocol.  A valuable supportive relationship often develops between the pharmacist and the patient. Daily contact allows the pharmacist to monitor patient compliance and offer advice and responses on apparent issues for concern. The pharmacist thus has an important role to play in monitoring treatment and as a result may contribute to the patient’s review by the prescribing service.  The pharmacist should be aware that supervision might need to be reinstated at times of crisis, relapse or by client choice, as part of an evolving treatment plan. | |
| 1. **Outcomes** | |
| This service will contribute to the aims contained within Halton’s Drug Strategy to reduce illicit and other harmful drug use and to restrict supply and tackle illegal activities. | |
| 1. **Scope** | |
| * 1. **Scope**   This contract relates to the supervised consumption of methadone and subutex on pharmacy premises.   * 1. **Aims and objectives of service**   The aim of this scheme is to minimise the possible harmful effects of supply of substances liable to misuse by both increasing compliance and reducing supplies leaking into the illicit market. This aim is congruent with the Government’s White Paper Tackling Drugs to Building a Better Britain (April 1998) and the Health Service Guidelines HSG(97)14 “Purchasing effective treatment and care for drug users”.  The objectives of the service are:   * To provide well managed models of pharmacy based care with associated counselling and care programmes for substance misusers, aimed at immediate harm minimisation, with the ultimate goal of abstinence wherever possible. * To increase involvement of Community Pharmacists in the care of more stable drug misusers. * To ensure that the client takes the correct dose of medication prescribed by the Clinician. * To ensure that medication prescribed is not inappropriately directed onto the illegal market.   **3.3 Population covered**  Halton residents who have been referred by a Drugs Service or Prescribing agency.   * 1. **Any acceptance and exclusion criteria and thresholds**   The service is only available to drug users who have been referred by a Prescribing agency, for example the Council’s commissioned drug support services.  New clients who have been prescribed medication will be required to take their daily dose under direct observation. They will be referred into the service after full discussion with the client, named worker and community pharmacist.  Clients may be re-referred to the scheme if:   * Consumption is erratic * There is failure to produce satisfactory urine tests * There is concern that the prescribed drug is being diverted or used inappropriately * The patient shows a continued and unstable, or unauthorised, pattern of drug misuse.   Observation will normally be for a minimum of 3 months.   * 1. **Interdependencies with other services**   It is important that close links are maintained between the Prescriber and Pharmacy involved in the scheme. To avoid any confusion or ‘mixed messages’ each client will have a named contact whose role will include production of and ensuring delivery of prescriptions and informing pharmacists when a client will be entering the scheme. This will include any relevant background information on the client. The named contact will approach the pharmacist to confirm arrangement. Regular meetings with the pharmacist may provide information on drug or alcohol intake, physical appearance, and general health state.  Failure of the named contact to communicate adequately with the pharmacy would entitle the pharmacy to suspend or refuse to commence the service for that client.  **3.5** **Any activity planning assumptions**  The contracted pharmacy (service provider) will have in place robust systems for the identification, mitigation and management of clinical and non clinical risk.  The service can only be provided by pharmacies which are open for a minimum of six days per week (see below). | |
| 1. **Applicable Service Standards** | |
| * 1. **Applicable national standards (e.g. NICE)**   The service must comply with the following as appropriate:   * NICE Guidelines CG52 – Drug Misuse - Opioid detoxification July 2007 * NICE Guidelines CG51 – Drug Misuse – Psychosocial interventions July 2007 * NICE Guidelines PH4 – Interventions to reduce substance misuse among vulnerable children and young people March 2007 * NICE Technology appraisal TA114 – Methadone and buprenorphine for the management of opioid dependence January 2007 * NICE Quality Standards QS23 – Quality Standard for Drug Use Disorders November 2012 * NICE advice LGB18 – Tackling drug use May 2014 * Care Quality Commission’s Essential standards of quality and safety <http://www.cqc.org.uk/sites/default/files/documents/gac_-_dec_2011_update.pdf>   The service provider must also comply with Standards for registered pharmacies as set out by the General Pharmaceutical Council as well as qualities set out by NHS England.  The service provider must comply with the requirements of the Equality Act 2010, and will not treat one group of people less favourably than others because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, religion and belief, sex or sexual orientation.   * 1. **Applicable local standards and terms of service**   4.2.1 The service provider will operate and provide a service in accordance with this specification unless altered/changed by agreement with the service commissioner.  4.2.2 A contract agreement will be signed by the service provider (Head Office in the case of multiples) and will be subject to operational and performance review by Halton Borough Council. This could include an inspection visit and/or mystery shopping.  **4.3 Training and Competency**  In order to deliver the service on behalf of Halton Borough Council the service provider must:   * Be registered with the General Pharmaceutical Council (GPhC); * Be working in a pharmacy contracted to NHS England; * Provide the service from premises located within the administrative boundary of Halton Borough Council; * Ensure that staff involved in the delivery of the service have undertaken appropriate training e.g. CPPE open learning and e-training courses on substance misuse and are able to satisfy the 10 core competencies listed in the Self-Declaration of Competence for Community Pharmacy for Substance Misuse; * Ensure that staff complete and satisfy the requirements of the Self-Declaration of Competence for Community Pharmacy for Substance Misuse every two years or sooner if appropriate; * Ensure that staff have received additional appropriate training relating to health and safety, data protection and basic drugs awareness. | |
| **4.3.1 Service Description**  This part of the specification outlines the procedures for carrying out the service and its administration. It has been separated into general requirements, Pharmacist and Prescriber responsibilities.  4.3.1.1 General requirements   * Supervised consumption is recommended for new prescriptions for a minimum of 3 months. * The need for supervised consumption should take into account the client’s social factors, such as employment and childcare responsibilities. * Supervision itself may create secondary dependence. Clients should not see this as a punishment and, once stabilised, clients should be trusted to take home their medication. * Service providers will be supported from the Prescribing Agency through sharing of information and regular liaison. * The client enters into a contract with the service provider to ensure appropriate engagement. * There must be a designated area in the pharmacy, suitable for supervised consumption taking into account both the clients’ dignity and that of other pharmacy customers.   4.3.1.2 Prescriber responsibilities  The Prescriber shall reach an agreement with the client that their prescriptions will be dispensed at a designated community pharmacy. The Prescribing Agency must negotiate the most suitable pharmacy that is part of the scheme, with the client.  The Pharmacy shall be contacted in advance by the Prescriber or Prescribing Agency to ascertain if the Pharmacy has capacity to take the client. If the Pharmacy is able to take the client Prescriber or Prescribing Agency will discuss the dispensing arrangements for the client.  If the Pharmacy accepts the client the Prescriber or Prescribing Agency must inform the Pharmacy of the name, address and description of the client, dosage, start and expiry date of the prescription and named worker contact name and contact number. The Prescriber or Prescribing Agency will complete the ‘Supervised Consumption Registration Form’, the blue copy will be presented to the Pharmacist by the client at first visit.  If the client has missed two or more consecutive doses or fails to attend regularly to collect their medication the Pharmacist will notify the Prescriber or Prescribing Agency. The Prescriber or Prescribing Agency shall advise whether it is appropriate for the Pharmacist to continue to dispense the dose.  The minimum number of clients that any one pharmacy should be expected to supervise at any one time should be five. All clients should receive medication daily. On days when the pharmacy is closed a take home dose will be provided, the prescription should be written to reflect the opening times of the pharmacy. If the pharmacy is closed for longer than one day then clients will be expected to measure their daily dose out of a bulk container unless the prescription is annotated “dispense in daily dose containers in advance” in which case the pharmacist will supply the medication in individual containers each containing one day’s dose.  Therefore, the service will only be provided by pharmacies which are normally open at least 6 days per week.  The Prescriber or Prescribing Agency should provide feedback to Pharmacists, when appropriate, on client issues flagged up by the Pharmacists.  4.3.1.3 Pharmacist Responsibilities  There is a professional requirement for all participating Pharmacists to put in place and operate written standard operating procedures covering this locally commissioned service.  When the client first attends, the Pharmacist must check that the client meets the description given by the named contact and register the client on the Patient Medical Record (PMR) system. The pharmacy will establish an appropriate system to aid client identification when collecting medication subsequently.  The Pharmacist should discuss any relevant information with the client, including:   * Opening hours for client to access services (this should be as flexible as possible to encourage retention); * The pharmacist’s right to contact the prescriber or named contact * Missed doses cannot be dispensed at a later date; * Medication will not be automatically dispensed if a client has missed two or more consecutive doses; * Medication will not be dispensed if the pharmacist suspects that there is drug or alcohol intoxication (the client may be asked to return later or contact prescribing agency for assessment); * Client should come in alone; * Acceptable behaviour.   For Subutex, a time slot that is mutually agreeable to both the Pharmacist and client for supervision of dose may be agreed. If a time slot is made a written record should be made and held in the pharmacy and written copy given to the client. The client should be made aware that if they do not present during the agreed time slot for collection of their dose they may be asked to return at a more convenient time.  The pharmacist should introduce the client to key members of staff.  If the pharmacist suspects the client is intoxicated (drugs and / or alcohol), then they should exercise clinical judgement on the appropriateness of dispensing the medication at that time. An information sheet ‘Signs and Symptoms of Intoxication’ and an Incident Report Form has been included in this specification to help in this determination. Medication should not be dispensed if intoxication is suspected, the client should be asked to return later or the Prescriber / Prescribing Agency contacted for assessment.  If a client has missed collecting two or more consecutive doses the Pharmacist should contact the Prescriber or Prescribing Agency by telephone to discuss the appropriateness of dispensing the dose. The Prescriber or Prescribing Agency shall advise whether it is appropriate for the Pharmacist to continue to dispense the dose.  If a client has missed collecting two or more consecutive doses and it is not possible for the Pharmacist to speak to the Prescriber or Prescribing Agency at that time, as it is outside normal opening hours, the Pharmacist should use their discretion as to whether it is appropriate to dispense the dose. This decision should take into consideration the number of missed doses and how long it will be until the prescribing agency can be contacted. For example, if the client arrives late on Friday evening, has missed two consecutive doses and the prescribing agency will not be contactable till Monday and there are no other relevant circumstances, the pharmacist may dispense the dose. However, if the client arrives late on a Thursday evening having missed three doses the pharmacist may decide it is best not to dispense and contact the prescribing agency the following morning.  It is the responsibility of the Prescriber or Prescribing Agency to determine whether it is appropriate to dispense the dose. The client may be referred back to the Prescriber for further assessment. Where the Pharmacist has not dispensed a daily dose of medication entries should be made on the relevant data collection form(s).  The Pharmacist should also contact the Prescriber or Prescribing Agency if the client fails to attend regularly to collect their medication.  Where the dispensing service has been terminated for a client for whatever reason, any prescriptions that have not yet been started should be returned to the Prescribing Agency crossed and marked “INVALID”.  In the event of any ‘adverse incident’ or ‘near miss’ the pharmacist must complete the appropriate incident reporting form and demonstrate that the pharmacy has learnt from the incident.  Locum pharmacists should be made aware of this service and the procedures IN ADVANCE of them providing locum cover. It is essential that the service runs smoothly and all records are kept up to date.  Pharmacists should ensure that they have adequate insurance cover prior to commencing the service.  4.3.1.4 Dispensing and Supervision  Pharmacists must follow good practice guidance as issued from time to time by the Royal Pharmaceutical Society of Great Britain.  Supervision should never take place in the dispensary. A suitably discreet area will be selected in each pharmacy and should be used for consumption (preferably a consultation area). The pharmacist must be satisfied that they have a suitable area where they can have a confidential consultation with the client.  Doses of medication can be made up in advance each day (assuming the Pharmacist is in possession of a current prescription). Medication should be dispensed into an appropriate child resistant container labelled in accordance with the requirements of the Medicines Act, and must be stored in the Controlled Drugs (CD) cabinet until the client arrives at the pharmacy.  When the client arrives, the Pharmacist must ensure that the client is correctly identified, interact with them to determine general health and suitability for collecting medication and receives his/her dose of medication.  The Pharmacist should show the medication to the client and confirm strength and dose.  Methadone  Methadone may be consumed directly from the dispensing bottle or may be poured into a cup, as agreed by the client and Pharmacist.  The Pharmacist shall observe the consumption of methadone by the client. The client should then be offered a drink of water to help prevent tooth decay and engage in conversation with the client. This is to ensure that the methadone has been swallowed.  Subutex  A drink of water should be supplied to the client to moisten the mouth and aid dissolution of the tablet.  The Pharmacist should place the tablet(s) into a pot and hand this to the client. The Pharmacist then observes the client placing the tablet(s) under the tongue to dissolve.  The client should be observed until the tablet(s) have dissolved. Continued observation can be made by the Pharmacist or an appropriately trained Dispensing Technician.  Once the tablet(s) have dissolved the client should be referred back to the Pharmacist to confirm supervision is complete. The client should open his / her mouth to confirm the tablet(s) has dissolved.  Note  Clients should not bring their own drinks into the pharmacy  All labels must be removed from the clients’ dispensed containers, or have the patient name obliterated indelibly, before throwing away, to maintain confidentiality.  The pharmacy must protect personal data in accordance with the provisions and principles of the Data Protection Act.  At all times the pharmacist will be mandated to preserve client confidentiality in line with their responsibilities as members of the Royal Pharmaceutical Society of Great Britain and according to the NHS Code of Confidentiality.  After each dispensing the Pharmacist must then complete the data collection form for that client in accordance with instructions as well as making the appropriate entries into the CD register and on the prescription. It is imperative that full details are recorded, including where there have been any issues causing concern.  Any use of needle exchange facilities must not be recorded outside of the needle exchange scheme monitoring requirements.  If the client declines any medication, the Pharmacist should contact the prescribing agency for further advice.  **Practical Aspects**  A written protocol will be in place in the Pharmacy and all staff, including locums, must be aware of the content. A flow chart has been included at Section C that can be displayed in the pharmacy to aid the dispensing process.  The supervised consumption of medication will always occur in discreet areas, (preferably consultation area).  The Pharmacist should consider contacting the Prescriber / Prescribing Agency if:   * The client appears ill. * The client misses three consecutive doses. * The client does not consume whole dose. * The client tries to avoid supervision of the procedure. * The client appears to be intoxicated with alcohol or illicit drugs. * The behaviour of the client is unacceptable, e.g. shoplifting/verbal and/or physical abuse * There is any doubt whether it is safe to supply the dose.   *NOTE:*  Missing doses may result in a drop in Opiate tolerance with increased risk of accidental overdose.  Clients stable on medication should be alert and coherent.  It is at the pharmacists discretion to determine what behaviour is unacceptable.  **The Supervised self-administration procedure**   1. A written protocol must be in place within the Pharmacy and all staff including locums, must be aware of the contents. The protocol must include how staff deal with clients and what to do if a client fails to attend or is abusive etc., as well as the following points: 2. Close liaison between the Prescriber or Prescribing Agency and the pharmacist must be monitored 3. The Prescriber or Prescribing Agency will identify and allocate clients to Pharmacies. The Prescriber or Prescribing Agency will confirm with Pharmacist prior to issue of prescriptions, including collection times for medication. 4. The Prescriber or Prescribing Agency will make it clear to the client that the daily dose will be consumed in the Pharmacy, followed by a drink of water. 5. A contract between the pharmacist and the client must be developed and explained to the client at the outset. This will cover issues such as: 6. When and when not to attend 7. Missed doses cannot be dispensed 8. Weekend/Bank Holiday arrangements 9. Acceptable and unacceptable behaviour – within the Pharmacy 10. The daily dose will be measured into a container, capped and labelled so that when the client arrives he is handed the container; client consumes his medication followed by a drink of water. The pharmacist must be satisfied that the dose has actually been consumed. 11. It is important that the medication is ready for the client’s arrival. The whole operation should be as discreet and efficient as possible, maintaining the client’s dignity and saving the pharmacist’s time. 12. The patient’s identity must be checked and, if need be, verified by the Prescriber or Prescribing Agency. 13. Doses that are collected for Sunday/Bank Holidays must be dispensed in a container with a childproof lid. 14. If the pharmacist considers the client’s behaviour to be unacceptable, or the client is intoxicated, the Prescriber or Prescribing Agency must be informed and the dose withheld.   **4.3.4 Welfare/safeguarding concerns**  Where there are concerns about the welfare of any person aged 0 to 18 within the pharmacy setting and/or accessing the service appropriate and immediate action must be taken to address those concerns by following the Pathway in Appendix F.  Additional information on Child Safeguarding procedures can be found at <http://haltonsafeguarding.co.uk/index.php/procedures-guidance/>  If there are concerns about the welfare of someone over the age of 18 pharmacists are required to contact Halton Borough Council on 0303 333 4300 (this will be picked up by the Emergency Duty Team if outside of normal office hours) or if there is an immediate threat to safety or wellbeing the pharmacist should contact the Police. | |
| **4.4.1 Fees for providing the service**  Payment will be made to the Pharmacy on a monthly basis. The payment schedule is as follows:  (i) Supervision of methadone £25 per month per client   1. Supervision of Subutex £50 per month per client   **4.4.2 Payment arrangements**  Payment will be made subject to Halton Borough Council being satisfied that the service has been provided in accordance with the requirements of this Agreement monthly in arrears upon receipt of a completed claim form from the pharmacy. This will be verified for accuracy before payment is authorised. Inaccurate claim forms will be returned to the pharmacy without payment.  Halton Borough Council has the option to terminate funding and demand repayment should the pharmacy:  (i) Fail to comply with the requirements of any of the Conditions contained in this specification.    (ii) Fail to remedy a default to the Council’s satisfaction within a specified period of time following service of a default notice.   1. Enter into receivership or become insolvent.      1. Withdraw, for any reason, the provision of the service.   Completed claim forms should be returned to:  **Public Health Department**  Halton Borough Council  Runcorn Town Hall  Heath Road  Runcorn  WA7 5TD | |
| **4.5 Data Requirements and Record Keeping**  The service providerundertakes that they shall:  (i) Keep all information concerning service users confidential.  (ii) Keep safe at all times all papers and documents placed in their possession concerning service users.   1. Provide a consultation area as defined in the community pharmacy contractual framework. 2. Comply with the requirements of all legislation relevant to the service and in particular with the Data Protection Act 1998, Human Rights Act 1998 and Freedom of Information Act 2000.   5.2 Halton Borough Council may require the pharmacistto supply it with any relevant information required to carry out monitoring and evaluation of the service. Any service user information supplied can be anonymised where appropriate and will not be used for any purpose other than monitoring, evaluation and validation. | |
| **4.6 Service Provision and Continuity**  It is the responsibility of the service provider to have a process in place which ensures that all new staff and locums are aware of all enhanced services provided by the pharmacy and commissioned by HBC and must maintain continuity of service during and after staff changes. | |
| **4.7 Performance Monitoring**  The service provider will have an NHS dispensing contract with NHS England and must fully comply with the National Pharmacy Contract regulations for delivery of Essential Services.  Halton Borough Council retains the right to audit any part of the service provided by the service provider or the accredited pharmacist at any time to ensure continued quality.  Halton Borough Council reserves the right to ask for evidence from the service provider that it is following the procedures outlined in this specification.  The service provider will co-operate with any Halton Borough Council led assessment of service user experience or audit of the service in order to evaluate service provision and identify areas for service improvement.  Halton Borough Council reserves the right to evaluate other health professionals’ perception of the overall quality of the service.  Changes to the level or quality of the service will not be introduced without prior agreement with Halton Borough Council. Changes will be authorised in writing. | |
| **4.8 Termination of Service**   * Halton Borough Council reserves the right to stop the service in one or all of its commissioned service providers with immediate effect if: * There are serious breaches of compliance with the service specification. * The individual pharmacist and/or service provider acts outside the ethical governance framework for the profession, brings the profession into disrepute, or is subject to an NHS or professional disciplinary process. In this case the termination of the service will be with immediate effect. * The pharmacist fails to maintain competence. * It becomes uneconomical to continue to commission the service. * Service funding is withdrawn.   Either party may terminate this agreement by providing written notice of their intention to do so. A period of at least 3 months will be given as notice (unless bullet point 2 above applies).  Where the service provider gives notice to terminate the service the service provider must continue to provide a full service during the notice period except in exceptional circumstances with the prior agreement of the commissioner.    Halton Borough Council will seek to arbitrate on issues with individual service provider with respect to any aspect of the service specification, funding and quality. Where agreements cannot be reached a decision on appeals will be made by the Pharmacy Contracts Committee. A member of the Local Pharmaceutical Council will sit on the Pharmacy Contracts Committee and be present for any decision making. | |
| **4.9 Confidentiality and data protection**  The service provider will provide a non-judgemental patient centred confidential service.  The service provider’s staff must not disclose to any person other than authorised by Halton Borough Council, any information acquired by them in connection with the provision of the service which concerns:   * Halton Borough Council, its staff or procedures. * The identity of any service user. * The medical condition or the advice given or any treatment received by any service user.   The service provider must protect personal data in accordance with provisions and principles of the Data Protection Act.  Pharmacists may need to share relevant information with other health care professionals and agencies including local safeguarding teams in line with locally determined confidentiality arrangements, including, where appropriate, the need for the permission of the patient to share the information.  For further advice on disclosing patient information refer to the Royal Pharmaceutical Society of Great Britain’s professional standards and guidance documents which can be accessed via the link below.  <http://www.rpharms.com/code-of-ethics-pdfs/coepsgpatconf.pdf>  In exceptional circumstances information can be disclosed without the patient’s consent, if in the pharmacists professional opinion disclosure will prevent serious injury or damage to the health and wellbeing of the client, a third party or public health.  The pharmacist must ensure that all their staff conform to the confidentiality terms within the NHS England Code of Practice on confidentiality and data protection and ensure that all staff involved with the service are appropriately trained. | |
| **4.10 Professional Responsibility**  All pharmacists and registered technicians involved in providing this service must adhere to their professional code of conduct and at no point does this service abrogate their professional responsibility, professional judgement must be used at all times.  It is the professional’s responsibility to practice only within the bounds of their own competence.  The responsible pharmacist on each given day has overall responsibility for ensuring the service is delivered in accordance with this service specification.  **4.11 Standard Operating Procedure**  The service provider will develop a Standard Operating Procedure (SOP) which specifically details the operational delivery of this service.  The service provider must ensure that all staff including those other than pharmacists, involved in the provision of the service, have relevant knowledge, are appropriately trained and operate within the SOP, this includes sensitive client centred communication skills.  The SOP will be reviewed at least every two years or before if circumstances dictate. Each review should be documented and the SOP/protocol subject to version control. Staff must read, date and sign the SOP after a review.  Changes to procedure must be highlighted within the SOP for special attention.  A staff training log must be available for inspection, by arrangement.  It is the service provider’s responsibility to ensure that the staff they employ are trained and competent to provide the service.  Staff should not provide the service until trained (see training and competency above).  The service contractor must ensure that there are systems in place to make locum pharmacists aware of the enhanced service.  Locum pharmacists operate under the same procedures and protocols as permanent staff and must have completed the appropriate training to deliver this service. | |
| **4.12 Significant event reporting**  The service provider must have an adverse incident and near miss reporting system in place which includes maintaining a log of patient safety incidents.  The service provider should be able to demonstrate that it has learnt from an event.  Halton Borough Council reserves the right to undertake its own root cause analysis if it feels that the root cause is derived from the implementation of the service specification or protocol.    (Patient or staff) safety incidents or near miss incidents related to this service must be reported to Halton Borough Council through your commissioner. | |
| **4.13 Complaints**  The service provider must have a complaints procedure that complies with Local Authority Social Services and National Health Service complaints (England) Regulations 2009.  The pharmacy should inform clients connected to this service of their right to complain to Halton Borough Council. Information shall be provided to the client in order for them to access the Council’s complaints procedure.  Complaints directly linked to this service must be reported to Halton Borough Council through your commissioner. The Council reserves the right to directly investigate complaints about the service. In such cases the pharmacy will co-operate with the investigating officer giving full access to all relevant documents, files and information and will allow them to interview any personnel in the pharmacy’s employment or agent in order to carry out their investigation effectively. | |
| **4.14 Equality and Diversity**  The pharmacy must comply with the requirements of the Equality Act 2010, and will not treat one group of people less favourably than others because of their Age, disability, Gender reassignment, Marriage and civil partnership, Pregnancy and maternity, Religion and belief, Sex, Sexual orientation.  It is the responsibility of the service provider to make reasonable adjustments to meet the individual needs of their patients.  **4.15 Health and Safety**  The service provider shall comply with the requirements of the Health and Safety at Work Act 1974, the management of health and safety at work regulations 1999 and any other acts, regulation, orders or rules of law pertaining to health and safety.  **4.16 Freedom of Information**  The commissioner and the commissioned service provider recognize that this service specification and/or associated recorded information may be subject to Freedom of Information Requests (FOI). Each party shall comply with any such Freedom of Information requests received, in accordance with the Freedom of Information Act 2000 legal obligations. | |
| 1. **Location of Provider Premises** | |
| To be inserted | |
| 1. **Required insurances** | |
| * Employers Liability -£10m minimum * Public Liability -£5m minimum * Professional Indemnity - £5m minimum (this must include medical malpractice cover) | |
| 1. **Prices and Costs** | |
| As in 4.4.1 above | |

**APPENDIX A**

**CONDITIONS PRECEDENT**

As set out in the Provider Assessment Process pro forma.

**APPENDIX B**

**QUALITY OUTCOMES INDICATORS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Quality Indicator | Outcome | Threshold | Method of measurement | Consequence of breach |
| Effectiveness of service delivery | Proportion of clients who do not turn up for scheduled appointments |  | Monthly claim forms | Not applicable |
| Effectiveness of service delivery | Proportion of clients who have been refused medication and the reason why |  | Monthly claim forms | Not applicable |
| Effectiveness of service delivery | Number of clients attending at pharmacy at any one time | No more than 5 | Monthly claim forms | Possible termination of contract |

**APPENDIX D`**

**SERVICE USER SURVEY**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | | | | | |
| **Performance Indicator** | **Indicator** | **Threshold** | **Method of Measurement** | **Consequence of Breach** |
| Service user satisfaction survey | 10% of clients are asked to complete the feedback form/ 70% completion rate | 70% | Six monthly reporting |  |

**APPENDIX E**

**CHARGES**

Payment will be made to the Pharmacy on a monthly basis. The payment schedule is as follows:

(i) Supervision of methadone £25 per month per client

1. Supervision of Subutex £50 per month per client

The Service Provider shall be responsible for all Income Tax liabilities and National Insurance or similar contributions in respect of fees received.

**APPENDIX F SAFEGUARDING PROCEDURES**

**What to do if you have concerns about a child’s (0-18) welfare**

Pharmacist discusses with manager and/or other senior colleagues as they think appropriate

For advice prior to referral

(9am to 5pm Monday to Friday)

No further action needed

Further services required, contact Integrated Working Support Team

Runcorn Tel:

**0151 511 6678**

Widnes Tel:

**0151 511 8555**

Childrens Social Care (CSC) feed back to referrer within three working days. Referrer should contact CSC if not heard back from them within 3 days

Social Worker and Manager acknowledge receipt of referral and decide on next course of action within one working day

Pharmacist refers to Children’s Social Care Duty Team and follows up in writing within 24 hours

No longer has child safety/welfare concerns

Still has concerns

Immediate risk of significant harm

Pharmacist has concerns about a child’s welfare

Risk of significant harm. Section 47 Enquiries

Section 17 Child in Need Procedures

**Halton Children’s Social Care Contact Centre**:

Tel: 0151 907 8305

9am-5pm Monday-Thursday

(9am-4.30 pm Fridays)

**Emergency Duty Service:**

**Tel: 0345 050 0148**

5pm-9am Monday-Thursday

(4.30pm-9am Fridays) and 24 hours throughout the weekend and Bank Holidays

**Cheshire Police 24 hour**

**Tel: 101** (non emergency)

**Always contact 999 in an emergency**

**APPENDIX G**

**INCIDENTS REQUIRING REPORTING PROCEDURE**

The service provider is expected to have an internal procedure for managing risk and monitoring incidents. Incidents pertaining to the delivery of this service shall be reported to the Commissioner in a timely manner.

**APPENDIX H**

**INFORMATION PROVISION**

|  |  |  |  |
| --- | --- | --- | --- |
| Information requirement | **Format** | **Frequency** | **Timescales** |
| Number of clients supervised | Claim form | Monthly | Before 10th of each month |
| Number of clients declined supervision and reason why | Claim form | Monthly | Before 10th of each month |
| Number not collected | Claim form | Monthly | Before 10th of each month |

**APPENDIX I**

**TRANSFER OF AND DISCHARGE FROM CARE PROTOCOLS**

**N/A**

**APPENDIX J**

**SERVICE QUALITY PERFORMANCE REPORT**

**APPENDIX K**

**DETAILS OF REVIEW MEETINGS**

To be agreed

**APPENDIX L**

**AGREED VARIATIONS**

**APPENDIX M**

**DISPUTE RESOLUTION**

**Part 1 of Appendix M – Dispute Resolution Process**

1. **ESCALATED NEGOTIATION**
   1. Except to the extent that any injunction is sought relating to a matter arising out of clause B36 (*Confidentiality*), if any Dispute arises out of or in connection with this Contract, the Parties must first attempt to settle it by either of them making a written negotiation offer to the other, and during the 15 Business Days following receipt of the first such offer (the “**Negotiation Period**”) each of the Parties shall negotiate in good faith and be represented:
      1. for the first 10 Business Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter that led to the Dispute and has authority to settle the Dispute; and
      2. for the last 5 Business Days, by its chief executive, director, or board member who has authority to settle the Dispute,

provided that no Party in Dispute where practicable shall be represented by the same individual under paragraphs 1.1.1 and 1.1.2.

2. **MEDIATION**

2.1 If the Parties are unable to settle the Dispute by negotiation, they must within 5 Business Days after the end of the Negotiation Period submit the Dispute to mediation by CEDR or other independent body or organisation agreed between the Parties and set out in Part 2 of this Appendix M.

2.2 The Parties will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or in connection with any mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.

2.3 All information, whether oral, in writing or otherwise, arising out of or in connection with any mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever.

3. **EXPERT DETERMINATION**

3.1 If the Parties are unable to settle the Dispute through mediation, then either Party may give written notice to the other Party within 10 Business Days of closure of the failed mediation of its intention to refer the Dispute to expert determination. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.

3.2 If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing his readiness and willingness to embark upon the expert determination, then that person shall be appointed as the Expert.

3.3 Where the Parties have not agreed upon an expert, or where that person has not confirmed his willingness to act, then either Party may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.

3.4 The Party serving the Expert Determination Notice must send to the Expert and to the other Party within 5 Business Days of the appointment of the Expert a statement of its case including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.

3.5 The Party not serving the Expert Determination Notice must reply to the Expert and the other Party within 5 Business Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.

3.6 The Expert must produce a written decision with reasons within 30 Business Days of receipt of the statement of case referred to in paragraph 1.9, or any longer period as is agreed by the Parties after the Dispute has been referred.

3.7 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.

3.8 The Parties must comply with any request or direction of the Expert in relation to the expert determination.

3.9 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send his decision in writing simultaneously to the Parties. Within 5 Business Days following the date of the decision the Parties must provide the Expert and each other with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at his discretion within a further 5 Business Days and send any revised decision simultaneously to the Parties.

3.10 The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.

3.11 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert at which point a Party will be permitted to apply to Court for an Order that:

3.11.1 the Expert reconsider his decision (either all of it or part of it); or

3.11.2 the Expert’s decision be set aside (either all of it or part of it).

3.12 If a Party does not abide by the Expert’s decision the other Party may apply to Court to enforce it.

3.13 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.

3.14 The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.

3.15 The Expert is appointed to determine the Dispute or Disputes between the Parties and his decision may not be relied upon by third parties, to whom he shall have no duty of care.

**Part 2 of Appendix M - Nominated Mediation Body**

## Part 3 of Appendix M - Recorded Dispute Resolutions

**N/A**

**APPENDIX N**

**SUCCESSION PLAN**

**N/A**

**Appendix O**

**Definitions and Interpretation**

1. The headings in this Contract shall not affect its interpretation.

2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

3. References to a statutory provision shall include any subordinate legislation made from time to time under that provision.

4. References to Sections, clauses and Appendices are to the Sections, clauses and Appendices of this Contract, unless expressly stated otherwise.

5. References to any body, organisation or office shall include reference to its applicable successor from time to time.

6. Any references to this Contract or any other documents includes reference to this Contract or such other documents as varied, amended, supplemented, extended, restated and/or replaced from time to time.

7. Use of the singular includes the plural and vice versa.

8. The following terms shall have the following meanings:

**Activity** means any levels of clinical services and/or Service User flows set out in a Service Specification

**Authorised Person** means the Authority and any body or person concerned with the provision of the Service or care of a Service User

**Authority Representative** means the person identified in clause A4.1 (*Representatives*) or their replacement

**Best Value Duty** means the duty imposed by section 3 of the Local Government Act 1999 (the ***LGA 1999***) as amended, and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable guidance issued from time to time

**Board of Directors** means the executive board or committee of the relevant organisation

**Business Continuity Plan** means the Provider’s plan referred to in Clause B34.2 (*Business Continuity*) relating to continuity of the Services, as agreed with the Authority and as may be amended from time to time

**Business Day** means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

**Caldicott Guardian** means the senior health professional responsible for safeguarding the confidentiality of patient information

**Care Quality Commission or CQC** means the care quality commission established under the Health and Social Care Act 2008

**Carer** means a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage

**CEDR** means the Centre for Effective Dispute Resolution

**Charges** means the charges which shall become due and payable by the Authority to the Provider in respect of the provision of the Services in accordance with the provisions of this Contract, as such charges are set out in Appendix E (*Charges*)

**Commencement Date** means the date identified in clause A3.1 (*Commencement and Duration*)

**Competent Body** means any body that has authority to issue standards or recommendations with which either Party must comply

**Conditions Precedent** means the conditions precedent, if any, to commencement of service delivery referred to in clause A3.2 (*Commencement and Duration*) and set out in Appendix B (*Conditions Precedent*)

**Confidential Information** means any information or data in whatever form disclosed, which by its nature is confidential or which the Disclosing Party acting reasonably states in writing to the Receiving Party is to be regarded as confidential, or which the Disclosing Party acting reasonably has marked ‘confidential’ (including, without limitation, financial information, or marketing or development or work force plans and information, and information relating to services or products) but which is not Service User Health Records or information relating to a particular Service User, or Personal Data, pursuant to an FOIA request, or information which is published as a result of government policy in relation to transparency

**Consents means:**

(i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or

(ii) any necessary consent or agreement from any third party needed either for the performance of the Provider’s obligations under this Contract or for the provision by the Provider of the Services in accordance with this Contract

**Contract** has the meaning given to it in clause A1.1 (*Contract*)

**Contract Query** means:

1. a query on the part of the Authority in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or
2. a query on the part of the Provider in relation to the performance or non-performance by the Authority of any obligation on its part under this Contract,

as appropriate

**Contract Query Notice** means a notice setting out in reasonable detail the nature of a Contract Query

**Contract Management Meeting** meansa meeting of the Authority and the Provider held in accordance with clause B29.8 (*Contract Management*)

**CQC Regulations** means the Care Quality Commission (Registration) Regulation 2009

**Data Processor** has the meaning set out in the DPA

**Data Subject** has the meaning set out in the DPA

**DBS** means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012

**Default** means any breach of the obligations of the Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Provider or the Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Authority

**Default Interest Rate means LIBOR plus 2% per annum**

**Disclosing Party** means the Party disclosing Confidential Information

**Dispute** means a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Contract

**DPA** means the Data Protection Act 1998

**Employment Checks** means the pre-appointment checks that are required by law and applicable guidance, including without limitation, v[erification of identity checks](http://www.nhsemployers.org/RecruitmentAndRetention/Employment-checks/Employment-Check-Standards/Pages/VerificationOfIdentityChecks.aspx), r[ight to work checks,](http://www.nhsemployers.org/RecruitmentAndRetention/Employment-checks/Employment-Check-Standards/Pages/RightToWorkChecks.aspx) [registration and qualification checks,](http://www.nhsemployers.org/RecruitmentAndRetention/Employment-checks/Employment-Check-Standards/Pages/Registrationandqualificationchecks.aspx) e[mployment history and reference checks, c](http://www.nhsemployers.org/RecruitmentAndRetention/Employment-checks/Employment-Check-Standards/Pages/Employmenthistoryandreferencechecks.aspx)[riminal record checks](http://www.nhsemployers.org/RecruitmentAndRetention/Employment-checks/Employment-Check-Standards/Pages/CriminalRecordChecks.aspx)and [occupational health checks](http://www.nhsemployers.org/RecruitmentAndRetention/Employment-checks/Employment-Check-Standards/Pages/OccupationalHealthChecks.aspx)

**Enhanced DBS & Barred List Check** means an Enhanced DBS & Barred List Check (child) or Enhanced DBS & Barred List Check (adult) or Enhanced DBS & Barred List Check (child & adult) (as appropriate)

**Enhanced DBS & Barred List Check (child)** means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list

**Enhanced DBS & Barred List Check (adult)** means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS adult's barred list

**Enhanced DBS & Barred List Check (child & adult)** means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children’s and adult’s barred list

**Enhanced DBS Check** means a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for

**Enhanced DBS Position** means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted

**Equipment** means the Provider’s equipment, plant, materials and such other items supplied and used by the Provider in the performance of its obligations under this Contract

**Excusing Notice** means a notice setting out in reasonable detail the Receiving Party’s reasons for believing that a Contract Query is unfounded, or that the matters giving rise to the Contract Query are:

(i) due wholly or partly to an act or omission by the Issuing Party; or

(ii) a direct result of the Receiving Party following the instructions of the Issuing Party; or

(iii) due to circumstances beyond the Receiving Party’s reasonable control but which do not constitute an event of Force Majeure

**Expert** means the person designated to determine a Dispute by virtue of paragraphs 1.6 or 1.7 of Appendix M (*Dispute Resolution*)

**Expert Determination Notice** means a notice in writing showing an intention to refer Dispute for expert determination

**Expiry Date** means the date set out in clause A3.3 (*Commencement and Duration*)

**First Exception Report** mans a report issued in accordance with clause B29.21 (*Contract Management*) notifying the relevant Party’s chief executive and/or Board of Directors of that Party’s breach of a Remedial Action Plan and failure to remedy that breach

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004

**Force Majeure** means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

(i) any industrial action occurring within the Provider’s or any Sub-contractor’s organisation; or

(ii) the failure by any Sub-contractor to perform its obligations under any Sub-contract

**Fraud** means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Authority

**General Conditions** has the meaning given to it in clause A1.1(b) (*Contract*)

**Good Clinical Practice** means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable

**Guidance** means any applicable local authority, health or social care guidance, direction or determination which the Authority and/or the Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006

**Immediate Action Plan** means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Service Users, the public and/or Staff

**Indirect Losses** means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

**Issuing Party** means the Party which has issued a Contract Query Notice

**JI Report** means a report detailing the findings and outcomes of a Joint Investigation

**Joint Investigation** means an investigation by the Issuing party and the Receiving Party into the matters referred to in a Contract Query Notice

**Law** means:

1. any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
2. any enforceable EU right within the meaning of Section 2(1) of the European Communities Act 1972;
3. any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
4. National Standards;
5. Guidance; and
6. any applicable industry code

in each case in force in England and Wales

**Legal Guardian** means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs

**Lessons Learned** means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Provider’s provision of the Services

**LIBOR** means the London Interbank Offered Rate for 6 months sterling deposits in the London market

**Local HealthWatch** means the local independent consumer champion for health and social care in England

**Losses** means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses

**National Institute for Health and Clinical Excellence** or **NICE** means the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body)

**National Standards** means those standards applicable to the Provider under the Law and/or

Guidance as amended from time to time

**Negotiation Period** means the period of 15 Business Days following receipt of the first offer

**NHS Act 2006** means the National Health Service Act 2006

**Parties** means the Authority and the Provider and “Party” means either one of them

**Patient Safety Incident** means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User

**Personal Data** has the meaning set out in the DPA

**Prohibited Acts** has the meaning given to it in clause B39.1 (*Prohibited Acts*)

**Provider Representative** means the person identified in clause A4.2 (*Representatives*) or their replacement

**Provider’s Premises** means premises controlled or used by the Provider for any purposes connected with the provision of the Services which may be set out or identified in a Service Specification

**Public Authority** means as defined in section 3 of the FOIA

**Quality Outcomes Indicators** means the agreed key performance indicators and outcomes to be achieved as set out in Appendix C (*Quality Outcomes Indicators*)

**Receiving Party** means the Party which has received a Contract Query Notice or Confidential Information as applicable

**Regulatory Body** means any body other than CQC carrying out regulatory functions in relation to the Provider and/or the Services

**Remedial Action Plan** means a plan to rectify a breach of or performance failure under this Contract specifying targets and timescales within which those targets must be achieved

**Required Insurances** means the types of policy or policies providing levels of cover as specified in the Service Specification(s)

**Review Meeting** means a meeting to be held in accordance with clause B19 (*Review Meetings*) or as otherwise requested in accordance with clause B19.2 (*Review Meetings*)

**Safeguarding Policies** means the Provider’s written policies for safeguarding children and adults, as amended from time to time, and as may be appended at Appendix F (*Safeguarding Children and Vulnerable Adults*)

**Second Exception Report** means a report issued in accordance with clause B29.22 (*Contract Management*) notifying the recipients of a breach of a Remedial Action Plan and the continuing failure to remedy that breach

**Serious Incident** means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider’s Premises or where the actions of the Provider, the Staff or the Authority are likely to be of significant public concern

**Service Commencement Date** means the date set out in clause A3.2 (*Commencement and Duration*)

**Service Specification** means each of the service specifications defined by the Authority and set out at Appendix A (*Service Specifications*)

**Service User** means the person directly receiving the Services provided by the Provider as specified in the Service Specifications and includes their Carer and Legal Guardian where appropriate

**Service Quality Performance Report** means a report as described in Appendix J (*Service Quality Performance Report*)

**Services** means the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Service Specifications, and/or as otherwise provided or to be provided by the Provider under and in accordance with this Contract

**Special Conditions** has the meaning given to it in clause A1.1(c) (*Contract*)

**Staff** means all persons employed by the Provider to perform its obligations under this Contract together with the Provider’s servants, agents, suppliers and Sub-contractors used in the performance of its obligations under this Contract

**Standard DBS Check** means a disclosure of information which contains certain details of an individual’s convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions

**Standard DBS Position** means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted

**Sub-contract** means a contract approved by the Authority between the Provider and a third party for the provision of part of the Services

**Sub-contractor** means any third party appointed by the Provider and approved by the Authority under clause B23.1 (*Assignment and Sub-contracting*) to deliver or assist with the delivery of part of the Services as defined in a Service Specification

**Succession Plan** means a plan agreed by the Parties to deal with transfer of the Services to an alternative provider following expiry or termination of this Contract as set out at Appendix N (*Succession Plan*)

**Successor Provider** means any provider to whom a member of Staff is transferred pursuant to TUPE in relation to the Services immediately on termination or expiry of this Contract

**Transfer of and Discharge from Care Protocols** means the protocols set out in Appendix I (*Transfer and Discharge from Care Protocols*)

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**VAT** means value added tax in accordance with the provisions of the Value Added Tax Act 1994

**Variation** means a variation to a provision or part of a provision of this Contract

**Variation Notice** means a notice to vary a provision or part of a provision of this Contract issued under clause B22.2 (*Variations*).

|  |
| --- |
| **SECTION C**  **SUPPORTING DOCUMENTATION** |

**Signs and Symptoms of Intoxication**

**Alcohol**

Slurred speech

Blood shot eyes

Dilated pupils with sluggish response to light

Loss of co-ordination

Smell of alcohol on breath

Drowsiness and sedation especially if taken with another depressant e.g. benzodiazepines

Lateral nystagmus (spontaneous, rapid, rhythmic eye movements)

Irritability

**Benzodiazepines**

Drowsiness and sedation especially if taken with another depressant e.g. alcohol

Loss of co-ordination

Slurred speech

Droopy eyelids

Dizziness

Poor comprehension

Irritability

**Opiates** (Heroin)

Pinpoint or constricted pupils

Sedation and drowsiness especially when taken with other depressants (e.g. benzodiazepines, alcohol, barbiturates)

Droopy eyelids

Slow speech

**Stimulants** (Amphetamine and Cocaine)

Dilated pupils

Brisk reflexes

Fine tremor of limbs

Blurred vision

Irrational behaviour

Confusion

**Supervised Consumption Incident Report Form**

**Pharmacist**

**Pharmacy**

**Date**

**Patient Name**

**Date of Birth**

**TYPE OF** (tick one or more boxes)

|  |  |
| --- | --- |
| Client declined observation |  |
| Prescription problem |  |
| Intoxication |  |
| Disruptive behaviour |  |
| Threatening conduct |  |
| Shoplifting |  |
| Missed three doses |  |
| Irregular Attendance |  |
| Other (specify) |  |

**Please enter full details of incident and outcome in the space provided**.

*Please return form to Prescribing Agency. Retain a copy in pharmacy.*

**Supervised consumption of methadone**

**Monthly claim form**

**To be inserted**

**Supervised consumption of Subutex**

**Monthly claim form**

**To be inserted**

**SUPERVISED METHADONE CONSUMPTION**

**CLIENT CONTRACT**

While you are receiving methadone, to be taken on Pharmacy premises under the supervision of the pharmacists, there are some rules which we ask you to follow. Failure to do so may result in your prescription being stopped. Please read the guidelines below and sign to show that you understand and accept them.

1. Your medication will be prepared and ready for you to take on the premises each day that the Pharmacy is open.
2. You should attend the Pharmacy at the same time each day. This time will be negotiated between yourself and the pharmacist.
3. You must take your medication in front of the pharmacist, followed by a drink of water, which will be provided.
4. Your medication must be taken in the Pharmacy on the days stated on your prescription. The pharmacist cannot dispense to you on any other days than those stated. Missed doses cannot be re-dispensed.
5. On days when the Pharmacy is closed, e.g. Sundays, Bank Holidays, you will be given a dose to take away on the day prior to closure.
6. Once you have been handed your medication, it is your responsibility to take care of it. If you drop your methadone it cannot be replaced.
7. Where possible, you should be unaccompanied when you attend the Pharmacy.
8. Aggressive or disruptive behaviour in the Pharmacy is unacceptable, and will result in expulsion from the Pharmacy and prosecution. If the pharmacist considers you to be intoxicated the dose will be withheld while the CDT is contacted.

SIGNED …………………………………….. DATE ……………………

PRINT NAME ……………………………………………..……………………

Supervised Consumption Pathway

This is the pathway for clients who, in line with the clinical guidelines, require supervised consumption.

Client requiring supervised consumption, as part of treatment package

Telephone call from prescriber to pharmacy to request supervision for new client

Name and description of client and details of prescription provided

Needle exchange scheme explained, as appropriate

‘Supervised Consumption Registration Form’ explained to client by prescriber and signed by client

Client presents at pharmacy with prescription and copy of ‘Supervised Consumption Registration Form’ for the pharmacist

Pharmacist checks client identity and prescription details are correct and legal

**Repeat visit**

Prescription prepared in advance

**First visit**

Pharmacist explains guidelines to client and introduces them to key members of staff

Prescription prepared

**Irregular attendance**

Client fails to attend for two consecutive doses, further supply withheld

Contact prescriber

**Regular attendance**

Assessment of client’s health and well-being

**Other health issues**

Information and advice provided, with reference to other health professionals e.g. Dentist

Refer as appropriate

Intoxicated

**Supervised consumption**

See Service Specification

Client asked to come back later in day

Record action on client record sheet

Supply withheld

Contact prescriber