

# Service Specification for provision of Sharps Waste Collection Service - Community Pharmacy

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## **1. Introduction**

This service specification defines the terms and standards required by NHS England North (Cheshire & Merseyside) for the provision of a sharps waste collection service.

## **2. Nature and Scope of Service to be provided**

### **Service Aims**

- 2.1 To maintain a sharps waste collection service through the community pharmacy network.
- 2.2 To maintain a quality professional service for patients.
- 2.3 To enable patients to dispose of prescribed sharps safely.

## **3. Access to the Service**

- 3.1 Any patient / patient representative may present with waste sharps, (other than needle and syringe exchange) contained in an approved and sealed sharps container, for disposal at any participating pharmacy.

## **Terms of Service**

## **4. Commencement and Duration**

The community pharmacy (known from now on as the service provider) will operate and provide the service strictly in accordance with this service specification.

The service specification will be signed by the service provider and will be subject to review every two years unless a significant change of practice in this interval prompts an early review.

A contract agreement will be signed by the service provider head office and will be subject to review by NHS England North (Cheshire & Merseyside) every two years unless there is a need to do so before this time.

The service should be provided for the total hours the pharmacy is open and for the duration of the contract agreement period between the service provider and NHS England North (Cheshire & Merseyside).

## **5. Training, Health and Safety**

- 5.1 The service provider has a responsibility to ensure that all staff provide this service strictly in accordance with the service specification.

The service provider will have a Standard Operating Procedure / protocol which specifically detail 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 must be aware of and compliant with the current version of the company SOPs and health and safety policies and evidence of this training should be available to NHS England Cheshire and Merseyside.

The Standard Operating Procedure / protocol must be available to NHS North (Cheshire & Merseyside).

- 5.2 A record of staff training pertaining specifically with this service must be maintained and should be available to NHS England North Cheshire and Merseyside.

It is the service provider's responsibility to ensure that staff they employ are trained and competent to provide the service.

Staff should not provide the service until trained.

The service provider must ensure that there are systems in place to make locum pharmacists aware of the enhanced service and trained to provide the service.

- 5.3 The service provider must have written guidance which covers the specific health and safety risks associated with this service. Including:

- Minimising risk and risk assessment
- Action to be taken in the case of needle stick injury
- Prompt first aid and seeking immediate professional advice

This information must be referenced by Standard Operating Procedure/protocol for this service.

Staff should be made aware of and trained to follow the specific health and safety procedures and action to be taken in case of needle stick injury before providing the service.

Health and Safety guidance should be reviewed with the Standard Operating Procedure. Update training should be documented in the training log.

- 5.4 All sharps incidents should be managed immediately (ideally within the first hour) seek advice from GP in practice hours or A/E out of practice hours.

Needle stick injuries should be reported to the Public Health England acute desk during working hours on 0344 225 0562 (option 1) and out-of-hours to the on-call staff via The Contact People on 0151 434 4819.

Once notified Public Health England will undertake risk assessment and provide advice on relevant public health action as appropriate.

The service provider's official accident report form must be completed.

NHS England North (Cheshire and Merseyside) to be informed within 24 hours.

- 5.5 Hepatitis B Vaccine - although the risk of needle stick injury is very low, staff who provide the service may choose to have a Hepatitis B vaccine.
- 5.6 For multiple contractors – contact your occupational health department who may provide the vaccine for staff.
- 5.7 Where this is not possible your GP may offer the vaccine. For occupational risk hepatitis B vaccine should not be administered as an NHS procedure.

N.B Some GP practices do not offer vaccination for Hepatitis B, referring the patient to a private provider.

- 5.8 NHS England North (Cheshire & Merseyside) will disseminate information of the service to other pharmacy contractors and health care professionals in order that they are aware of what is reasonable to expect from the service and are able to signpost to the service.

NHS England North (Cheshire & Merseyside) will provide each service provider with lists of other pharmacy service providers. All staff should be aware of this list for signposting purposes

## **6. Service Description**

- 6.1 The service provider will accept sharps for disposal, from all patients / patient representatives who present with them in an approved and sealed sharps container provided by a healthcare provider.
- 6.2 It is the responsibility of the patient to obtain a one way sharps container obtained from a health professional and to ensure that the sharps are safely sealed in this before presenting it to the community pharmacy for disposal.
- 6.3 Before accepting sharps for disposal, staff will make a visual check of the returned sharps container to establish that it is sealed and safe to accept. Staff should ask the person returning the container to demonstrate that it is properly sealed.
- 6.4 The service provider will not accept returned sharps in any container other than an approved sealed sharps container..
- 6.5 Sealed sharps containers should be placed into the appropriate Sharps unit as supplied by the waste contractor.

When full, seal bin for collection by the waste carrier. Please do not seal and return the bins until full.

Full bins will be collected as per directions issued by NHS England North (Cheshire & Merseyside). Any requests for interim or ad hoc collections should be made by email to [customerservice@sharpsmart.co.uk](mailto:customerservice@sharpsmart.co.uk)

Each bin collected by the waste carrier incurs a charge to NHS England North (Cheshire and Merseyside) as such please only return full bins.

- 6.6 Sharps from this service must not be placed into a container with sharps from a Syringe and Needle Exchange Scheme.
- 6.7 Before handling any returned sharps container staff should ensure that the container is properly sealed.
- 6.8 Using the handle on the returned container place it in the final waste collection container.

See flow chart in Appendix 1

- 6.8 Service providers may display their own posters etc to advertise the service.
- 6.9 Community pharmacy service providers will prominently display any material, e.g. posters, provided by NHS England North (Cheshire & Merseyside) to support service delivery if requested.
- 6.10 Whilst the service specification does not require pharmacy staff to offer related advice to their customers e.g. infection control, waste management issues, they are free to do so if they wish.

## **7. Service Funding**

- 7.1 Service Providers will be reimbursed at £200 per year, irrespective of the amount of sharps collected.

NHS England North (Cheshire and Merseyside) will issue on an annual basis a “Sharps Waste Collection Service and Monitoring Self assessment Document” will be sent to the service provider approximately one month before payment is due.

The fee will be paid as a lump sum on receipt of the “Sharps Waste Collection Service and Monitoring Self-assessment Document” from the service provider.

## **8. Data Collection**

- 8.1 No data collection is required for this service.

## **9. Payment Mechanism**

- 9.1 Service Providers will be able to see the payment on their monthly statement as a Local Scheme Payment. .

## **10. Record Keeping**

- 10.1 The service provider will maintain and retain copies of the official documentation required by the waste carrier.
- 10.2 The service provider will maintain training records in accordance with this specification and will show evidence of this to the NHS England North (Cheshire & Merseyside).

## **11. Service Continuity**

- 11.1 It is the responsibility of the service provider to have a process in place which ensures that all new staff, are aware of all enhanced services provided by the pharmacy and commissioned by NHS England North (Cheshire & Merseyside) and must maintain continuity of service during and after staff changes.

The service will be provided for the total hours that the pharmacy is open and for the duration of the contract agreement period between the service provider and NHS England North (Cheshire & Merseyside).

- 11.2 If this commissioned service cannot be provided under the terms of this agreement, for whatever reason the service provider must contact NHS England North (Cheshire & Merseyside). Where notification is absent NHS England North (Cheshire & Merseyside) reserves the right to instigate discussions with the service provider in relation to performance management concerns which could ultimately lead to termination of the contract

## **12 Target Outcomes**

- 12.1 Not applicable for this service.

## **13. Performance Monitoring**

- 13.1 The service provider will have an NHS dispensing contract with NHS England North (Cheshire & Merseyside) and must fully comply with the National Pharmacy Contract regulations for delivery of Essential Services.

NHS North (Cheshire & Merseyside) retain the right to audit any part of the service at any time to ensure continued quality.

- 13.2 NHS North Cheshire & Merseyside reserve the right to ask for evidence from the pharmacy that it is following the procedures outlined in this specification.

The service provider will co-operate with any NHS England North (Cheshire & Merseyside) led assessment of service user experience or audit of the service in order to evaluate service provision and identify areas for service improvement.

NHS England North (Cheshire & Merseyside) reserve the right to evaluate other health professionals' perception of the overall quality of the service

NHS England North (Cheshire & Merseyside) will require service providers to complete an annual "Enhanced Service monitoring self declaration document". Payment for the service will be dependent on the completion of this document and this will also act as a declaration of intent to continue / or discontinue providing the service. (7.1).

- 13.3 Changes to the level or quality of the service will not be introduced without prior agreement with NHS England North (Cheshire & Merseyside). Changes will be authorised in writing.

#### **14. Termination of the Service**

- 14.1 NHS England North (Cheshire & Merseyside) reserves the right to stop the service of one or all of its commissioned service providers with immediate effect if:

- There are serious breaches of compliance with the service specification
- There are prolonged periods of time where the service provider is unable to or fails to provide the service
- 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

- 14.2 Either party may terminate this agreement by providing written notice of their intention to do so. A period of not less than 30 days should be given as notice. NHS England will make arrangements to remove the Sharps Bins from the pharmacy on termination of contract.

- 14.3 Where the service provider gives notice to terminate the service the contractor must continue to provide a full service during the notice period.

#### **15. Confidentiality and Data Protection**

- 15.1 The service provider will provide a non-judgmental patient centred confidential service.

Staff must not disclose to any person other than authorised by NHS England North (Cheshire & Merseyside) any information acquired by them in connection with the provision of the service which concerns;

- NHS England North (Cheshire & Merseyside); its staff or procedures
- The identity of any service user
- The medical condition or any treatment received by any service user

15.2 Pharmacists may need to share relevant information with other health care Professionals and agencies. In line with locally determined confidentiality arrangements which includes, where appropriate, the need for the permission of the patient to share the information.

For further advice on disclosing patient information refer to the GPhC's professional standards and guidance documents.

In exceptional circumstances information can be disclosed without the patient's consent, if in the pharmacist's professional opinion disclosure will prevent serious injury or damage to the health of the client, a third party or public health.

- 15.3 The service provider must protect personal data in accordance with provisions and principles of the Data Protection Act.
- 15.4 The service provider must ensure that all staff conform to the NHS Code of Practice on Confidentiality and data protection and ensure that all staff involved with the service are appropriately trained.

## **16. Professional Responsibility and Continuing Professional Development**

16.1 Service specifications and patient group directions do not remove inherent professional obligations or accountability. 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.

- 16.2 The responsible pharmacist on each given day has overall responsibility for ensuring the service is delivered in accordance with this service specification
- 16.3 Where there are concerns regarding individual poor performance in the delivery of this service these will be addressed as a clinical governance matter.

## **17. Significant Event Reporting**

17.1 The service provider must have an adverse incident and near miss reporting system in place which includes maintaining a log of patient safety incidents.

Patient safety incidents or near miss incidents must be reported to NHS England North (Cheshire & Merseyside).

The service provider should be able to demonstrate to NHS England North (Cheshire & Merseyside) that it has learnt from an event.

- 17.2 NHS England North (Cheshire & Merseyside) 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

## **18. Complaints**

- 18.1 The service provider must have a complaints procedure that complies with Local Authority Social Services and National Health Service complaints (England) Regulations 2009.

Complaints directly linked to this service must be reported to NHS England North (Cheshire & Merseyside).

- 18.2 Feedback both positive and negative should be forwarded to NHS England North (Cheshire & Merseyside) so that action can be taken to amend the service as necessary.

## **19. Professional Indemnity Insurance**

- 19.1 It is the responsibility of the service provider to maintain insurance in respect of public liability and personal indemnity against any claims whatsoever which may arise out of the terms, conditions and obligations of this Agreement.
- 19.2 The service provider shall be responsible for all VAT, Income Tax liabilities or similar contributions in respect of their fees.

## **20. Equity and Diversity**

- 20.1 The service provider must comply with requirements of the New Equality Bill 2010, and will not treat one group of people less favourably than others because of their colour, race, culture, religion, gender, nationality, age, marital status, sexual orientation, disability or ethnic origin.

It is the responsibility of the service provider to make reasonable adjustments to meet the individual needs of their patients.

## **21. Health and Safety**

- 21.1 In addition to the specific health and safety requirements for staff providing this service, 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.

## **22. Freedom of Information**

22.1 Both parties recognise 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.

### **Enrolment via PharmOutcomes will be required to provide this service**

#### **Enrolment will involve:**

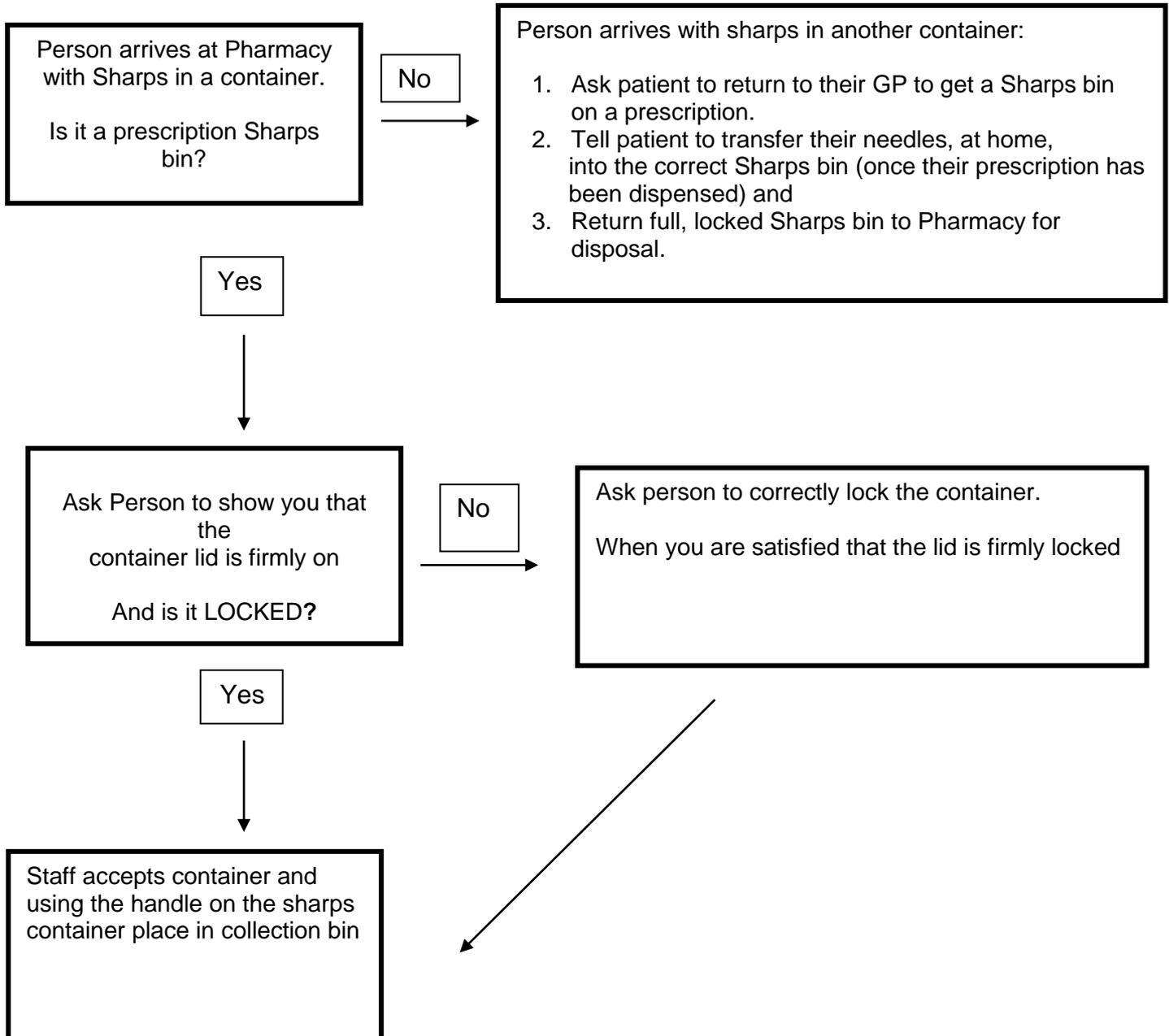
- Name:
- GPhC No.
- Position:
- Service Provider:
- Address:
- Confirmation that the service agreement has been read and agree to abide by its terms and conditions:

A copy of the service specification and this agreement to be kept by the service provider and available for reference by all staff

## Appendix 1

### PROCEDURE FOR PHARMACY STAFF

#### RECEIVING PRESCRIPTION SHARPS CONTAINERS FOR DISPOSAL



**X** Remove any patient identifying information before placing the returned container into your final container (for collection by the waste carrier)