

SERVICE LEVEL AGREEMENT FOR THE PROVISION OF SERVICES

Community Pharmacy Contractual Framework for Enhanced Service Specification:

- **Emergency Hormonal contraception, either Levonorgestrel or Ulipristal acetate**
- **On-going bridging contraception with oral progesterone only pill (POP)**
- **STI screening kit provision for those aged under 25 years**

Document Location	The most up to date electronic version of the document will be stored on the Trust's SharePoint site. Printed copies of this document will only be valid at the time of printing.
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Date Issued	Author
15/07/2019	Dr Martyn Wood, Consultant, Sexual Health Physician, RLBUHT Tony Gaynor, General Manager, Specialist & Academic Medicine, RLBUHT

Revision History

Revision Date	Brief Summary of Changes	Changes Marked
15/07/2019	Final version incorporating amendments to versions 1 and 2	Track changes completed
26/09/2019	Documents adjusted in response to feedback from LPC	Track Changes completed
23/01/2020	Format changed to include new trust name/organisation	

This **Agreement** is made with effect from 1st October 2019 (the “Effective Date”)

BETWEEN: Liverpool University Hospitals NHS Foundation Trust (LUHFT) “The Commissioner”

AND Community Pharmacy Contractor “The Provider”

Together referred to as the “**Parties**” or individually a “**Party**”.

Term

This agreement will commence on the 1st October 2019 until the 30th September 2024. The agreement will be subject to review at three and six months intervals after it commences

Services

The services to be provided by the Community Pharmacy Contractor on behalf of RLBUHT are set out in **Schedule 1**.

Entire Agreement.

This Agreement comprises

- 1. This signature page
- 2. The attached Conditions
- 3. Schedule 1 – Nominated Officers
- 4. Schedule 2 – Service Specification
- 5. Schedule 3 - Service Fees

Which in the event of any conflict shall take precedence in the order in which they appear above. The Agreement, effected by the signatures of the Parties below, constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations or understandings whether written or oral. This agreement may only be amended in writing in accordance with clause 3 of the Conditions.

Signed on behalf of LUHFT

Signed on behalf of Community Pharmacy Contractor



.....
Cathy Chadwick
Deputy Chief Operating Officer
Liverpool University Hospitals NHS
Foundation Trust

.....
Name and title:
Community Pharmacy Contractor

CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement save where otherwise specifically defined in this Agreement or the context otherwise requires, the following expressions shall have the following meanings:-

“Nominated Officers” shall mean the identified representatives or their deputies of the Commissioner and the Provider, as set out in Schedule 1.

“Specification” shall mean the specification for Services including quality and quantity of services as set out in Schedule 2.

“Services Fee” shall mean the fee payable to the Provider by the Commissioner under the Agreement for the full and proper performance by the Provider of the Services, as set out in Schedule 3.

“Quality Control” shall mean the procedures as set out in Clause 5 of this agreement.

2. PERFORMANCE OF SERVICE

During the Term, the Provider shall perform the Services as listed in Schedule 2 of this document.

3. VARIATION

In the event that either Party requires a change to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing. Such change(s) shall not come into effect until a written acceptance of the proposed change(s), detailing any consequential amendments, is signed by both Parties Nominated Officers.

4. PAYMENT

The Commissioner shall pay the Provider the agreed Service Fee upon receipt of a valid invoice submitted by the Provider in accordance with Schedule 3 of this document.

5. PERFORMANCE MONITORING / QUALITY OF SERVICE

5.1 The Provider will ensure that all Staff receive such training and instructions as are appropriate and adequate for the performance of the Services and that such Services are carried out with due care and diligence

5.2 The Commissioner will supply the Provider with all such information and documentation which might reasonably be required by the Provider to enable it to supply the Services, this includes Patient Group Directives, local sexual health service directories and local authority safeguarding polices. Any information which the Provider requests from the Commissioner for that purpose will be made available to it within 30 days from the date of request or as agreed between the parties.

The Provider shall:

- a) Be wholly responsible for ensuring that the Services are provided to the standard and levels of activity detailed in this Agreement.
- b) Make available to the Commissioner details of the current Quality Control and Monitoring Procedures.
- c) Work to the Commissioner's agreed strategy for quality assurance as appropriate.
- d) Investigate all complaints speedily and effectively in order to identify areas for improvement.
- e) Ensure that there are effective performance management systems in place.

5.3 If at any time during the Term either Party becomes aware of any act or omission or proposed act or omission which hinders or prevents its performance of this Agreement it shall notify the other Party of the same without delay.

5.4 The Provider shall on reasonable notice comply with all reasonable written requests made by Permitted Third Parties as reasonably required in connection with the performance of their functions for:

- a) Information used, generated or provided under the services.

6. REMEDIES FOR NON PERFORMANCE

6.1 In the event of a Party not performing according to the Agreement, the following procedure will apply:-

- a) Where one Party considers that the other Party has not performed its obligations under the agreement, that Party may request a meeting with the other Party by giving (two) weeks' notice in writing. Such meeting to include the Nominated Officers and representatives of the Parties responsible for

the provision and receipt of the particular Services which have been under performed.

- b) Following such meeting, the Party which has not performed adequately will be given a period as set out in clause 10(b) to resolve such non-performance to the satisfaction of the other Party.

6.2 Where the Party requesting such meeting is not reasonably satisfied that the other Party's non-performance has been resolved, that Party will have the right, at its discretion, either to resolution in accordance with clause 9 or to termination of the Agreement in accordance with clause 10(b).

7. FORCE MAJEURE

7.1 Neither Party shall be in breach of any obligation under this Agreement if it is unable to perform that obligation in whole or in part by reason of an event of "Force Majeure" including by way of illustration only and exclusively; any act of God fire act of government or state war or civil commotion insurrection embargo prevention from or hindrance from obtaining raw materials energy or other supplies and any other reason beyond either Party's control.

7.2 If either Party seeks to rely on this clause 7, it shall immediately give notice to the other with full particulars of the act or matter claimed as a Force Majeure event. The Party so affected shall take all reasonable steps to remedy the failure to perform and to keep the other Party informed of the steps being taken to mitigate the effects of the Force Majeure.

8. NOTICES

8.1 Any notice or other document to be given under the Agreement shall be in writing and shall be deemed to have been duly given if left or sent:-

- a) By hand; or
- b) By first class post; or
- c) By registered post; or
- d) To a Party at the addresses or relevant tele-communications number for such Party or such other address or number as the Party may from time to time designate by written notice to the other for such purpose.

8.2 Any notice or other document shall be deemed to have been received by the addressee 2 (two) Normal Working Days following the date of

despatch of the notice or other document by post or where the notice or other document is sent by hand To prove the giving of a notice or other document it shall be sufficient to show that it was despatched.

9. DISPUTE RESOLUTION

9.1 Both Parties accept that it would be in their best interests for any disagreement to be resolved locally, first by the Parties Nominated Representatives or, failing agreement, by the Parties Chief Executive Officers (or their nominated deputies)

9.2 If the Parties are unable to settle any Dispute by negotiation under clause 9.1 within 30 (thirty) days of commencement of negotiations, the Parties will attempt to settle the Dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Elective Dispute Resolution.

9.3 If after Mediation the Dispute remains unresolved between the Parties the Dispute shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators.

10. TERMINATION

The Agreement may be terminated in the following circumstances:

- a) By either Party during the Term giving the other 3 months prior notice.
- b) By either Party with immediate effect if the other Party is in breach of any of its obligations under this Agreement and, if the breach is capable of remedy, the other Party has failed to remedy or take substantive steps to remedy such breach within 13 (thirteen) weeks of receipt of notice to do so.
- c) By either Party giving the other 30 (thirty) days written notice if prevented from performing its obligations under this Agreement due to an event of Force Majeure lasting for more than 3 (three) months.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Both Parties shall ensure that:-

- a) All written information and data made available by one Party ("the Disclosing Party") to the other ("the Receiving Party") hereunder is confidential ("Confidential Information") and each Party undertakes to treat such Confidential Information with

the same care as it would reasonably treat its own confidential information.

- b) Employees comply with their requirements on confidentiality which necessitates that any information coming into the hands of either Party or their employees of a confidential nature, including individual's records, shall not be divulged to any unauthorised person or persons, or any third party whatsoever.
- c) Satisfactory systems exist to ensure that unauthorised persons do not obtain such confidential information.
- d) Strict adherence to the NHS Code of Practice on Confidentiality is maintained.
- e) The obligations contained in this clause 10 will survive termination of this agreement by ten (10) years.

11.1 Information shall not be considered as confidential information where it is:

- a) Already in the public domain other than through default of the Receiving Party;
- b) Already in the Receiving Party's possession with no obligation of confidentiality; or
- c) Independently developed by the Receiving Party without reference to the Confidential Information.

11.2 Nothing in this clause 10 shall prevent either Party disclosing such Confidential Information as is reasonably requested by Permitted Third Parties, provided that such Permitted Third Parties undertake to observe like obligations of confidentiality as are herein contained in respect of such Confidential Information

11.3 Each party shall comply with its respective obligations under applicable data protection legislation and regulation, including, but not limited to, the General Data Protection Regulations and the Data Protection act 2018.

12. POSTPONEMENT AND CANCELLATIONS

If services are not delivered as set out in Schedule 2, then performance monitoring and termination clauses may be used.

13. OBLIGATIONS & INDEMNITIES

13.1 Where the agreed premises/equipment are under the Commissioners ownership or control, the Commissioner shall ensure that all accommodation/ equipment used by Provider's staff meets all applicable regulations and statutes, including Health and Safety requirements and shall advise the Provider's staff of all safety and security regulations applicable to the site.

13.2 The Provider's staff shall observe all safety and security procedures applicable to the Commissioner's site. The Commissioner may request the immediate withdrawal of any personnel who fail to observe such procedures.

13.3 Each Party shall be liable to the other for and shall indemnify and shall keep indemnified the other Party against any liability, loss, costs, expenses, claims or proceedings whatsoever in respect of:

- a) Any loss of or damage to property (whether real or personal), and
- b) Any injury to any person, including injury resulting in death

in consequence of or in any way arising out of its negligence or breach of contract in connection with the performance of this Agreement or of the provision of the Services except insofar as such loss, damage or injury shall have been caused by any act or omission undertaken in strict accordance with the instructions of the other Party or by any act or omission or negligence on the part of the other Party, its agents, sub-contractors and anyone else involved in or employed or engaged by that Party.

14. NON-SOLICITATION

14.1 During the Term and for a period of 2 (two) years after termination, neither Party shall solicit any employee in the provision of the Services, including in the case of the Provider its Staff, without the other Party's prior written consent.

14.2 Neither Party shall be considered to be in breach of their obligations in clause 14.1 where an individual becomes an employee of, or engaged by, a Party as a result of a response by that individual to an advertisement placed by or on behalf of the relevant Party for the recruitment of staff and where it is apparent from the wording of the advertisement, the manner of its

publication or otherwise that the principal purpose of the advertisement was equally likely to attract applications from individuals who were not employees or Staff of the relevant Party.

16. AUDIT ACCESS

15. LAW

- 15.1 This agreement shall be construed and governed in accordance with English Law
- 15.2 A person who is not a party to this Agreement has no rights, express or implied, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 16.1 LUHFT reserves the right to access any relevant paperwork relating to the service provided within the appropriate confidentiality boundaries. Contractors are required to retain background documentation for a period of 8 years (in adults) or until the 25th birthday if a child (age 26 if entry made when young person was 17), or 8 years after death.

SCHEDULE 2 – SERVICE SPECIFICATION

1 AIMS AND INTENDED SERVICE OUTCOMES

- 1.1 To improve quick access to emergency contraception in order to reduce unintended pregnancies
- 1.2 To reduce referrals to abortion services
- 1.3 To help service users access additional services than those offered in primary care or sexual health services
- 1.4 To assist in the delivery of the sexual health indicators included in the Public Health Outcomes Framework

2 SERVICE DESCRIPTION

- 2.1 The pharmacy will help facilitate supply of appropriate and specified emergency contraception and pregnancy tests.

3 SERVICE OUTLINE

- 3.1 Those eligible for this service are patients who:
 - are resident in Cheshire East OR
 - work or travel within Cheshire East
- 3.2 Patients may self-refer into the service or may be referred by another health professional such as a GP
- 3.3 The part of the pharmacy used for provision of the service must provide a sufficient level of privacy
- 3.4 The pharmacy will make available to patients health promotion material
- 3.5 The pharmacy will signpost patients as appropriate to other services
- 3.6 The pharmacy shall maintain appropriate records to ensure effective ongoing service delivery and audit. Patient details are recorded within the PharmOutcomes system in a timely manner
- 3.7 Pharmacists may only share relevant information with other health care professionals and agencies, in line with appropriate confidentiality principles

4 LIVERPOOL UNIVERSITY HOSPITALS NHS FOUNDATION TRUST

- 4.1 LUHFT will endeavour to arrange at least one contractor meeting per year to promote service development and update the knowledge of pharmacy staff
- 4.2 LUHFT will provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment

- 4.3 LUHFT will provide details of relevant referral points which pharmacy staff may use to signpost service users who require further assistance.

5 SERVICE STANDARDS

- 5.1 Pharmacies will offer a user-friendly, non-judgmental, patient-centred and confidential service
- 5.2 The part of the pharmacy used for provision of the service will provide a sufficient level of privacy and safety
- 5.3 The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are currently registered with the General Pharmaceutical Council (GPhC) and have the relevant knowledge and are appropriately trained in the operation of the service..

The pharmacist must satisfy the requirements of the CPPE Self-declaration of competence for community pharmacy for emergency contraception, complete a self assessment of core competencies at least every two years and print and sign their personal declaration of qualifications and competence to deliver emergency hormonal contraception services. This certificate must be submitted to the Pharmacy's designated authorised signatory to maintain inclusion on its accredited pharmacist list. The pharmacist should also have achieved the competency levels specified in the NICE competency framework for health professionals using patient group directions.

- 5.4 The pharmacy contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.
- 5.5 The pharmacy must endeavour to demonstrate that pharmacists and staff involved in the provision of the service have undertaken appropriate training, as outlined in the PGD and continuing Professional Development relevant to this service.
- 5.6 Each participating contractor must have in place and follow a comprehensive confidentiality policy and comply with Caldicott/information governance guidelines.
- 5.7 The pharmacy has appropriate health promotion material available for the user group and promotes its uptake.
- 5.8 The pharmacy reviews its standard operating procedures and the referral pathways for the service every 2 years but ensure staff members are trained on an annual basis.
- 5.9 The pharmacy will participate in any annual RLBUHT organised audit of service.
- 5.10 The pharmacy co-operates with any relevant and RLBUHT agreed assessment of service user experience.

SCHEDULE 3 – SERVICE FEES

Fees

Payment is subject to meeting the requirements of the service, the contractor will be paid:

- Consultation fee (EHC only)- £15
- Consultation fee (EHC + Quick start POP) (£15 + £5)
- Consultation fee (Quick start POP only) - £15
- Levonorgestrel 1500mcg - Drug Tariff price plus 5% VAT

- Ulipristal Acetate 30mg - Drug Tariff price plus 5% VAT
- Per starter pack provided - Desogestrel 75microgram x 84 tablets - Drug Tariff price plus 5% VAT
- Pregnancy test (as appropriate) - £5.62
- Provision of STI postal testing kit to those aged 15 to 24- £1

Payment will be made a month in arrears on the 28th of the month.

There will be an annual review of the payment with officers of the community pharmacy Cheshire and Wirral LNC. The contractors will be notified of any agreed amendments.

Claims for reimbursement must be made using PharmOutcomes and information are to be entered in a timely manner.

Information is to be entered by the 6th of the month following the transaction. This will enable PharmOutcomes to produce an “automated pharmacy invoice” and generate a payment by the end of that month.

END OF DOCUMENT