



Community Pharmacy
Cheshire and Wirral



Service Specification Checklist

Rationale of Checklist	
<p>This checklist will be completed by the CPCW sub-committee for every new or recommissioned service specification sent to CPCW for comment/consultation. The response summary is completed after consultation and agreement by the sub-committee.</p> <p>The Checklist contains the CPCW sub-committee's comments/recommendations for any requested changes to the proposed/draft service specification in order to achieve/improve further the green rating. It will be sent to the service commissioner for consideration of amendments ideally prior to go-live of the service.</p> <p>CPCW's purpose is to work positively with commissioners to ensure high quality outcomes from the service, which are both professionally and commercially viable for contractor participation.</p>	
Service and Commissioner	
<p>Emergency Hormonal Contraception Warrington Borough Council/Liverpool University Hospitals NHS Foundation Trust</p>	
Response summary feedback from CPCW	
<p>CPCW has rated this service specification as AMBER based on the comments made below. Our recommended actions to further improve the service are also below.</p> <p>CPCW recommend this service, but are aware that there are contractual considerations that Pharmacies will need to assess for themselves should they decide to provide.</p>	
Timeline and Next Steps for CPCW	
<p>CPCW will publish this service participation rating to contractors in 10 days' time. Publication of this recommendation will be via individual email and posting on our website. Commissioners are asked to please respond promptly with feedback/proposed changes so that they can be included within CPCW's recommendation to its contractors.</p>	
Commissioners response to CPCW feedback	
<p>Please enter response here, returning promptly to alison@cpcw.org.uk</p>	



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Point Covered	Action or Notes	
CPCW Consultation		
CPCW Consulted?	Received 06/04/2023	
CPCW Consulted with sufficient time to comment?	Asked CPCW to review for required changes	
Remuneration		
Does remuneration include/cover set up costs, backfill, consumables etc..?	N/A	
Is VAT treatment considered?	The Services Fee shall be exclusive of VAT which shall be payable, if applicable, by the Commissioner in addition to such Services Fee upon receipt of a valid tax invoice at the prevailing rate in force from time to time.	
Does the payment structure use a system that is suitable for all contractors and are the payment terms acceptable?	Services uses PharmOutcomes to record data and produces invoices for the commissioner. Payment is Quarterly.	
Where equipment is required, who provides/calibrates/services this? If contractor, does remuneration sufficiently cover the cost of this?	N/A	
Is remuneration fair?	£15.00 per consultation £5.62 per pregnancy test Reimbursement at Drug Tariff + 5% VAT	
Is/does the Service ...		
Sustainable? Consider costs – hourly rate, training interventions	Yes	
Start/End date	01/04/2023 – 31/03/2024	
What is the type of contract? (NHS Standard, Public Health, Bespoke, 3 rd Party Provider)	NHS Trust Template	
Clinically sound and in line with appropriate National or local guidance?	Yes	
Enhance patient care?	Yes	



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Have suitable monitoring arrangements and termination clauses?	<p>The Provider will ensure that all of the Provider's staff involved in the performance of the Services 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.</p> <p>The Agreement may be terminated by either Party during the Term giving the other [6 months] prior notice.</p>	
Enhance relationships with other HCPs?	Yes	
Deliverable?	Yes	
Attractive enough for contractors to consider it worthwhile?	Yes	
Have performance criteria that supports a quality service?	<p>The Provider shall: (4.3)</p> <ol style="list-style-type: none"> 1. Be wholly responsible for ensuring that the Services are provided to the standard and levels of activity detailed in this Agreement. 2. Provide the Commissioner with information relating to levels of activity at quarterly intervals commencing from the Effective Date or as otherwise requested by the Commissioner's Nominated Officer. 3. Make available to the Commissioner details of the current Quality Control and Monitoring Procedures. 4. Work to the Commissioners agreed strategy for quality assurance as appropriate. 5. Investigate all complaints speedily and effectively in order to identify areas for improvement. 6. Ensure that there are effective performance management systems in place. 	
Service Delivery		
Are the performance measures reasonable and achievable?	Performance will be measured against quarterly data submissions	
Is the administration proportional to size or service and remuneration?	Pharmoutcomes data entry	
Is there a SOP required to be provided by the contractor? Is an example provided?	Not stated	
Are any reporting systems suitable to all contractors?	Yes, service uses PharmOutcomes	



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What are the incident reporting procedures?	The Provider shall send the Commissioner a copy of any notification it gives to any regulator or NHS Improvement where that notification directly or indirectly concerns any Service User.	
Is the training required for the service reasonable? Consider accessibility to CPPE for non-pharmacist/technician staff.	The Provider will ensure that all of the Provider's staff involved in the performance of the Services 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.	
What support and backfill arrangements are in place?	N/A	
Is there a clear definition of roles with regard to Data Controller within IG? Describe it.	For the purposes of the Data Protection Legislation the Parties shall be Data Controllers in common of any Personal Data processed in connection with the conduct or performance of the Services.	



Miscellaneous Information	
Any other information specific to this service.	<p><u>LUFT AGREEMENT:</u></p> <p>Liabilities are mentioned so we would like to see a clause to state that this would only be for the total value of the contract, and is limited to losses that are directly associated with providing the service. <i>The risks of contractual agreement should be reflective of the total value of the contract. This means the pharmacy contractor's liability should be capped at 100% of the contract value.</i></p> <p>The contract states that both parties would enter the agreement as a 'Joint Data Controller' with a joint controller agreement which contractors would need to approve. This means that the commissioner is a data controller of patient/resident data, where this shouldn't be the case. <i>The default assumption is that community pharmacies are data controllers unless justified otherwise.</i></p> <p><u>LUFT SERVICE SPEC:</u></p> <p>The termination clause refers to a period of six months. <i>We would like to see this amended to three months as per a standard NHS contract.</i></p> <p>TUPE is mentioned within the contract which we would like removed or a note made to say that it is not applicable. <i>Expectations to manage pensions and TUPE schedules are applicable in law but do not usually apply to services of this nature. Parties should complete their own due diligence and if no individual is caught by TUPE on entry, the contracts should state that the parties agree that no individuals are caught by TUPE on entry. Exit TUPE provisions may remain within the contract but should be reasonable.</i></p> <p>Section 4.2.3 – States that 'All providers must sign and return a copy of the PGDs before the service can be provided'. <i>We would like to see this amended to say, 'A copy of the PGD, signed by anyone providing under it should be retained in the Pharmacy and made available for inspection'.</i></p> <p>The protocols differ between the FSRH guidance in the PGD's, and the service specification. The FSRH has an algorithm to consider https://www.fsrh.org/standards-and-guidance/documents/ceu-clinical-guidance-emergency-contraception-march-2017/ whereas the specification leads to decision based solely on time elapsed since UPI. This also has ramifications for the commissioner in terms</p>



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	<p>of cost. We would like the commissioner to confirm which one a provider is to use / follow.</p> <p>4.2.2 – Products Here levonorgestrel is referred to as Levonelle (the brand name), and ulipristal as EllaOne (also the brand name). However, under section 5 the service fees have remuneration figures based solely on the prices of the generic. We would like an addition to state that if a provider supplies the branded product, the appropriate remuneration would be given.</p> <p>6.1.3 – The link to Chlamydia information doesn't seem to be working. Where does a contractor source further supply of testing kits? We would like to see the link updated and some clarification on the replenishment process.</p>
Suggested RAG Rating	