

Liverpool University Hospitals NHS Foundation Trust

Service Level Agreement for the Provision of Services

SLA Ref: Enhanced Sexual Health Provision



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Service Specification

Scope
 This Service Level Agreement (“SLA”) covers the initiation of contraception by community Pharmacy, between:

- Liverpool University Hospital Foundation Trust (“the Commissioner”) at Royal Liverpool University Hospital, Prescot Street, Liverpool, L7 8XP; and Community Pharmacy (“the Provider”)

Term
 This SLA will operate with effect from 1st April 2023 for a period of 12 months. The end date of the SLA being 31st March 2024.

Finance
 A breakdown of tariff payments for services provided under this SLA are set out below:

Emergency Hormonal Contraception	
Criteria	Amount
Consultation	£15.00
Per tablet Levonorgestrel	Drug Tariff + 5% VAT
Per tablet Ulipristal acetate	Drug Tariff + 5% VAT
Pregnancy Test (as appropriate)	£5.62
Chlamydia Postal testing kit (age 15-24yrs)	£1 per postal test given
Quick Start Progesterone Only Contraception	
Criteria	Amount
Consultation	£15 – POP follow on after EHC issue/consultation
	£15 – POP issue only
Per starter pack provided - Desogestrel 75 microgram x 84 tablets	Drug tariff price plus VAT @ 5%

Claims for reimbursement must be made **quarterly** using PharmOutcomes. Information is to be entered by the 6th of the month following the transaction

Services Specification (“the Services”)	
The aim of the service is to	The aim of this service is to increase access to and availability of contraception and sexual health services.
The purpose of its provision is to achieve	This enhanced service will create greater access to emergency contraception and will contribute to the

	<p>following indicators in the Public Health Outcomes Framework:</p> <ul style="list-style-type: none"> • Under 18 conceptions; • Chlamydia diagnoses (15-24 year olds)
Scope and Description of the Service	
What	<ul style="list-style-type: none"> • Provision of emergency hormonal contraception (EHC) under a Patient Group Direction • Provision of Sexually Transmitted infection screening services (postal test kits) for young people aged 15 to 24. • Provision of free starter packs for women to start on oral contraception under a Patient Group Direction (see eligibility for application below);
Where (“Agreed Premises”)	Services will be provided from community pharmacies
By / From whom (“the Provider”)	<p>Community Pharmacy</p> <p>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.</p>
On what days / dates etc.	The service will be provided at all times when registered Pharmacist is present
Key personnel	<p>As above</p> <p>It is the responsibility of the provider to ensure that staff delivering these services are competent to do so, have received the necessary training and where appropriate maintain clinical competence and accreditation.</p>
Other Specific issues	<ul style="list-style-type: none"> • Those eligible for this service are patients who: <ul style="list-style-type: none"> ❖ are resident in Warrington OR ❖ work or travel within Warrington (<i>Contraceptive service elements only</i>) • Patients may self-refer into the service or may be referred by another health professional such as a GP • The part of the pharmacy used for provision of the service must provide a sufficient level of privacy • The pharmacy will make available to patients’ health promotion material • The pharmacy will signpost patients as appropriate to other services

	<ul style="list-style-type: none"> 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 Pharmacists may only share relevant information with other health care professionals and agencies, in line with appropriate confidentiality principles
Process and Pathways	
For non-clinical services incl. info re key contacts, day to day management etc.	Sian Davies, Access Regional Service Manager Sian.davies@liverpoolft.nhs.uk 07880466381
For clinical services include referral information.	Dr Martyn Wood Martyn.Wood@liverpoolft.nhs.uk
Applicable Service Standards	
The service will be delivered in accordance with relevant guidelines, PGDs and evidence-based practice	
Accountability, Responsibility & Governance	
<ul style="list-style-type: none"> Pharmacies will offer a user-friendly, non-judgmental, patient-centred and confidential service The part of the pharmacy used for provision of the service will provide a sufficient level of privacy and safety 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. 	
Performance Management	
Performance will be measured against quarterly data submissions	
Review	
This SLA is subject to review in March 2024.	
Resolution	
Any matters requiring resolution in the event or queries arising from the detail of this SLA will be managed with reference to clause 9 of the attached Conditions.	

2 Agreement – Signature Page

BETWEEN: Liverpool University Hospital Foundation Trust (LUHFT)	
AND (The “Provider”)	
Together referred to as the “Parties” or individually a “Party”.	
Term This Agreement will commence on 1 st April 2023 for an initial period of 12 months or until terminated by either party in accordance with clause 10 of the Conditions (“the Term”).	
Services The Services to be provided by the Provider to the Commissioner shall be as set out in Section 1 (“the Services”)	
Entire Agreement. This Agreement comprises <ul style="list-style-type: none"> I. Service Specification [Section 1 of this document] II. This signature page [Section 2 of this document] III. The attached Conditions [Section 3 of this document] IV. Nominated Officers [Section 4 of this document] V. Change Control Process [Sections 5 & 6 of this document] VI. Documents relied on [Section 7 of this document] 	
Signed on behalf of the Commissioner	Signed on behalf of the Provider
Name: Martina Sheelan	Name:
Title: Deputy Head of Operations Complex & Academic Medicine – Axxess Regional Service Lead	Title:
Organisation: LUHFT	Organisation:
Date:	Date:

3 Attached Conditions

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:-

- (a) Words denoting the singular include the plural and vice versa; and
- (b) Words denoting any gender include all genders
- (c) References to “including” and “include” shall be deemed to mean “including without limitation” and “include without limitation” respectively.
- (d) References to Clauses and Schedules are to clauses of and schedules to this Service Level Agreement.
- (e) Clause headings are purely for ease of reference and do not form part of or affect the interpretation of this Service Level Agreement.
- (f) A reference to a person shall include a reference to any individual, company, partnership, trust, association, government or local authority department or other authority or body (whether corporate or unincorporated).
- (g) References to statutory provisions shall be construed as references to those provisions as respectively replaced, amended or re-enacted from time to time (whether before or after the date of this Service Level Agreement) and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.
- (h) References to “writing” shall include e-mail and similar means of communication.
- (i) Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

The following expressions shall have the following meanings:-

- **“Agreed Premises”** be those set out in Section 1;
- **“Confidential Information”** shall mean all information relating to the business, products or Services of both Parties (whether written, visual or oral) including, without limitation, service user information, technical know-how, technical data, analyses, compilations, concepts, technical processes, formulae, specifications, inventions, research projects, customer and supplier lists, employee information, pricing policies, operational methods, financial information, marketing information and other significant business information.
- **“CNST”** means the Clinical Negligence Scheme for Trusts operated by the NHS Resolution pursuant to Section 71 of the NHS Act 2006, as may be updated or replaced from time to time.
- **“CVO”** means a Contract Variation Order, as set out in Section 6.
- **“DBS”** means Disclosure and Barring Service
- **“Data Protection Legislation”** means all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time, including the UK GDPR, Data

Protection Act 2018, the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

- **“Effective Date”** means the date given in Section 1 as the start date
- **“Force Majeure Event”** includes by way of illustration only and not 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.
- **“NHS Body”** has the meaning given in section 275 of the National Health Service Act 2006.
- **“NHS Improvement”** is the operating name for Monitor and the National Health Service Trust Development Authority acting as a single body.
- **“NHS Resolution”** is the operating name of the National Health Service Litigation Authority.
- **“Nominated Officers”** shall mean the identified representatives or their deputies of the Commissioner and the Provider, as set out in Section 4.
- **“Normal Working Hours”** shall mean the hours of [8.00am until 6.00pm] on an Operational Day.
- **“Operational Day”** means a day other than a Saturday, Sunday or bank holiday or public holiday in England.
- **“Patient Safety Incident”** means any unintended or unexpected incident which could have led or did lead to harm to one or more Service Users receiving NHS-funded care.
- **“Permitted Third Parties”** means:
 - (a) both Parties’ auditors and legal advisers;
 - (b) any organisation exercising a regulatory function in relation to either Party (including its employees, staff, consultants and sub-contractors);
 - (c) any organisation exercising a regulatory function in relation to the Services;
 - (d) any Local Healthwatch exercising functions in relation to the Services; and
 - (e) any Court or tribunal.
- **“Quality Control and Monitoring Procedures”** shall mean the procedures as Clause 6 of the Conditions.
- **“Risk Pooling Schemes for Trusts”** means the Liabilities to Third Parties Scheme and the Property Expenses Scheme maintained and operated by NHS Resolution pursuant to Section 71 of the NHS Act 2006, as may be updated or replaced from time to time.
- **“Serious Untoward Incident”** means an incident or accident or near-miss where 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, or the Commissioner or the Provider’s or the Commissioner’s staff are likely to be of significant public concern.
- **“Service User”** means a service user of the Commissioner or any other service user, client or customer who is referred or presents to the Provider or otherwise receives Services under this Service Level Agreement.
- **“Services”** shall mean the services provided under this Service Level Agreement, as set out in Section 1.
- **“Services Fee”** shall mean the fee payable to the Provider by the Commissioner under the Service Level Agreement for the full and proper performance by the Provider of the Services, as set out in Section 1.

- **“Specification”** shall mean the specification for Services including quality and quantity of services as set out in Section 1.
- **“Term”** shall mean the term of this Service Level Agreement, which shall be the period from the Effective Date until the end of the term set out in Section 1 unless this Service Level Agreement is terminated earlier in accordance with clause 10 of the Conditions.
- **“UK GDPR”** means the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from the time to time.

1. PERFORMANCE OF SERVICE

- 1.1 This Service Level Agreement shall commence on the Effective Date, and shall remain in force during the Term.
- 1.2 During the Term the Provider shall perform the Services at the Agreed Premises in accordance with these Conditions.
- 1.3 The Parties acknowledge that they have entered into this Service Level Agreement in reliance on those documents (if any) listed in Section 8 to this Service Level Agreement.

2. VARIATION

- 2.1 In the event that either Party requires a change to the Specification and/or the terms of this Service Level Agreement, that Party shall immediately inform the other Party in writing.
- 2.2 The Parties shall seek to agree the change in accordance with the process set out in Section 6.
- 2.3 Neither Party shall unreasonably withhold agreement to any change to this Service Level Agreement requested by the other Party.
- 2.4 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.
- 2.5 If any change to this Service Level Agreement is agreed, this agreement will be followed up in writing by submitting a CVO as set out in Section 6, to be signed by both Parties' Nominated Officers.
- 2.6 Complete retraction of a Service may result in marginal costs being released from the date of the service change. The amount to be released will be agreed between both parties prior to retraction of Service.

3. PAYMENT

- 3.1 The Commissioner shall pay the Provider the amount agreed in Section 1 and upon receipt of a valid invoice submitted by the Provider in accordance Section 1 hereof.
- 3.2 The Commissioner shall pay to the Provider the Services Fee within 30 (thirty) days of receipt of a valid invoice ("the Due Date") submitted by the Provider in accordance with Section 1 hereof. A valid invoice is one which both parties agree. Disputed values should be raised within 30 (thirty) days of receipt of a valid invoice.
- 3.3 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.

- 3.4 If payment is not made by the Due Date (30 days following invoice) for undisputed values, the Provider will add a 2% charge may cancel and/or suspend the Services unless the Commissioner shall upon written notice immediately pay for any Services provided or pay in advance for any Services ordered but not provided, all at the Provider's option. However, there will be a 3-month operational discussion period (from the date of invoice) to agree the right way forward before any services are removed.
- 3.5 Any sums due to the Provider under this Agreement shall be due without deduction or set-off by the Commissioner from any sums due to the Commissioner by the Provider under any other contract between the Parties.

4. PERFORMANCE MONITORING AND QUALITY OF SERVICE

- 4.1 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.
- 4.2 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 and any information which the Provider requests from the Service Recipient for that purpose will be made available to it within 30 days from the date of request or as agreed between the parties.
- 4.3 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) 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.
 - c) Make available to the Commissioner details of the current Quality Control and Monitoring Procedures.
 - d) Work to the Commissioners agreed strategy for quality assurance as appropriate.
 - e) Investigate all complaints speedily and effectively in order to identify areas for improvement.
 - f) Ensure that there are effective performance management systems in place.
- 4.4 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.
- 4.5 The Nominated Officers will, if agreed between the Parties, meet formally at intervals [not exceeding every 3 (three) months] from the Effective Date to consider any issues arising from the operation and performance of the Service Level Agreement.
- 4.6 The Provider shall on reasonable notice comply with all written requests made by Permitted Third Parties as reasonably required in connection with the performance of their functions for:
- a) Entry to the Providers premises at any reasonable time for the purpose of inspecting the provision of the Services and
 - b) Information used, generated or provided under the services.

5. REMEDIES FOR NON PERFORMANCE

- 5.1 In the event of a Party not performing according to the agreed terms of the Agreement, the following procedure will apply:-
- a) Where one Party considers that the other Party (the "Defaulting Party") has not performed its obligations under the Agreement, the first Party may

request a meeting with the Defaulting 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 Defaulting Party will be given a period as set out in clause 10 to resolve such non-performance to the satisfaction of the other Party.

5.2 Where the Party requesting such meeting is not reasonably satisfied that the Defaulting 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.

6. REVIEW

6.1 This Service Level Agreement will be reviewed in September 2023 by the Commissioner and the Provider to ascertain whether any variations to it are necessary. Any variations required to this Service Level Agreement may only be made in accordance with Section 6.

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, 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 event.

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 sent:-

- a) By hand; or
- b) By first class post; or
- c) By registered post; or
- d) By e-mail,

to a Party within the United Kingdom 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 (excluding bank holidays) following the date of despatch of the notice or other document by post or where the notice or other document is sent by hand or is given by electronic media simultaneously with the delivery or transmission. To prove the giving of a notice or other document it shall be sufficient to show that it was despatched and properly addressed.

9 DISPUTE RESOLUTION

- 9.1 Both Parties accept that it would be in their best interests for any disagreement or dispute arising out of or in connection with this Agreement to be resolved locally by negotiation, 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 (CEDR).
- 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

- 10.1 The Agreement may be terminated in the following circumstances:
 - a) By either Party during the Term giving the other [6 months] prior notice.
 - b) By either Party with immediate effect if the other Party is in material or persistent 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 written 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.
- 10.2 Immediately on the termination of this Service Level Agreement (under clause 10.1):
 - (a) All outstanding payments shall be due and owing (save for any sums subject to bona-fide dispute, under this Agreement in accordance with its terms up to and including the date of termination);
 - (b) Each Party shall destroy or deliver, at the other Party's election, all Confidential Information supplied by or on behalf of the other Party pursuant to this Service Level Agreement which is in the former Party's possession or control at the date of termination unless required by regulation or law;
 - (c) Each Party shall cease any further use of the intellectual property rights of the other Party used pursuant to this Service Level Agreement.
- 10.3 Termination of this Agreement shall be without prejudice to any other rights or remedies to which a party may be entitled under this Service Level Agreement or at law as a result of or in relation to any breach or other event which gives rise to such termination, and shall not affect any other accrued rights or liabilities of either Party as at the date of termination.

11. EMPLOYEES

- 11.1 The parties acknowledge and agree that where all or part of the Services cease to be provided by the service provider for any reason, there may be a relevant transfer of some or all of the staff to the service recipient and/or a new service provider for the purposes of TUPE. If there is such a transfer, the employment of the relevant staff shall transfer to the service recipient and/or the new service provider in accordance with TUPE.
- 11.2 Save where the parties reasonably believe that there will be no relevant transfer for the purposes of TUPE, the parties shall co-operate in agreeing a list of affected staff prior to the transfer date, and shall co-operate in seeking to ensure the orderly transfer of the affected staff to the service recipient and/or the new service provider.

12. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 12.1 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 treated as 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. For the avoidance of doubt Confidential Information may include personal data or special category data as defined in the Data Protection Legislation.
 - 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) Confidential Information shall only be used for the purpose of the performance of the Services or compliance with obligations under this Service Level Agreement.
 - (a) Satisfactory systems exist to ensure that unauthorised persons do not obtain such confidential information.
 - (b) Strict adherence to the NHS Code of Practice on Confidentiality is maintained.
 - (c) The obligations contained in this clause 12 will survive termination of this agreement by ten (10) years.
- 12.2 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) demonstrably independently developed by the Receiving Party without reference to the Confidential Information.
- 12.3 Nothing in this clause 12 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.
- 12.4 Each Party shall give notice to the other of any unauthorised misuse, disclosure, theft or other loss of the other Party’s Confidential Information immediately upon becoming aware of the same.
- 12.5 Neither this Agreement, nor any disclosure of information thereunder, grants the Receiving Party any right in or licence of any intellectual property rights owned or controlled by the Disclosing Party.

13 POSTPONEMENT AND CANCELLATIONS

- 13.1 Where the Provider is unable to provide the Services on any date under the Agreement because of the postponement or cancellation or default by the Commissioner {or because of the non-attendance of the intended recipient of the Services at the location where the Services are to be provided under the Agreement on that date} then without prejudice to any other remedy which the Provider may have the Provider shall be entitled to payment in accordance with clause 3 for the costs charges and expenses incurred by it as a result of such postponement, cancellation or default {or non-attendance}.

14 SERIOUS UNTOWARD INCIDENT AND PATIENT SAFETY INCIDENT REPORTING

- 14.1 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.
- 14.2 The Parties shall comply with:
- (a) the arrangements for notification and investigation of Serious Untoward Incidents; and
 - (b) the procedures for implementing and sharing lessons learned in relation to Serious Untoward Incidents that are agreed between the Provider and the Commissioner.
- 14.3 The Commissioner shall have complete discretion to use the information provided by the Provider under this clause 14 in any report which it makes to NHS Improvement, to any regulator, any NHS Body, any office or agency of the Crown, or any other appropriate regulatory or official body in connection with such Serious Untoward Incident or in relation to the prevention of Serious Untoward Incidents, provided that it shall in each case notify the Provider of the information disclosed, and the body to which it has disclosed it.
- 14.4 The Provider shall comply in all respects with:
- (a) the procedures relating to Patient Safety Incidents and
 - (b) the procedures for implementing and sharing lessons learned in relation to Patient Safety Incidents that are agreed between the Provider and the Commissioner and as set out in Section 1 under “Accountability, Responsibility & Governance”
- 14.5 The provisions of this clause 14 shall in respect of any Services performed under this Agreement survive its expiry or its termination for any reason.

15 DATA PROTECTION AND FREEDOM OF INFORMATION

- 15.1 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.
- 15.2 The Parties acknowledge their respective duties under the Data Protection Legislation and the Freedom of Information Act 2000 (FOIA) and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 15.3 The Provider shall achieve a minimum “standards met” performance against all requirements in the NHS data security and protection toolkit. Where the Provider has not achieved “standards met” performance the Commissioner may, in its sole discretion, agree a plan with the Provider to enable the Provider to achieve “standards met” performance within a reasonable time.
- 15.5 The Provider and the Commissioner shall ensure that Personal Data is safeguarded at all times in accordance with the law, which shall include without limitation obligations to:
- (a) perform an annual information governance self-assessment using the NHS data security and protection toolkit;
 - (b) have an information governance lead able to communicate with the Provider’s board, who will be responsible for information governance and from whom the Provider’s board will receive regular reports on information governance matters, including but not limited to details of all incidents of data loss and breach of confidence;
 - (c) (where transferred electronically) only transfer essential data that is (i) necessary for direct service user care; and (ii) encrypted to the higher of the international data encryption standards for healthcare and the NHS Information Governance data encryption standards (this includes, but is not

- limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);
- (d) have in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
 - (e) have a policy that allows it to perform its obligations under the NHS Care Records Guarantee;
 - (f) have agreed protocols for sharing Personal Data with other NHS organisations and (where appropriate) with non-NHS organisations; and
 - (g) where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of such recordings;
 - (h) comply with any new and/or updated requirements, notified to the Provider by the Commissioner from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

- 15.6 Where the Commissioner is not governed by the FOIA, it acknowledges that the Provider is subject to the requirements of the FOIA and shall assist and co-operate with the Provider to enable the Provider to comply with its disclosure obligations under the FOIA. Accordingly, the Commissioner agrees:
- (a) that this Service Level Agreement is subject to the obligations and commitments of the Provider under the FOIA;
 - (b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Provider;
 - (c) that where the Commissioner receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Provider) and will promptly (and in any event within 2 Operational Days) transfer the request to the Provider;
 - (d) the Provider, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Commissioner and this Service Level Agreement either without consulting with the Commissioner, or following consultation with the Commissioner and having taken its views into account; and
 - (e) to assist the Provider in responding to a request for information, by processing “information” or “environmental information” (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by the Provider within 5 Operational Days of such request.

16 OBLIGATIONS & INDEMNITIES

- 16.1 Where the agreed premises/equipment are under the Service Recipients/Commissioner’s ownership or control, the Service Recipient/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 and procedures applicable to the Agreed Premises.
- 16.2 The Provider’s staff shall observe all safety and security procedures applicable to the Service Recipient’s/Commissioner’s site. The Service Recipient/Commissioner

may request the immediate withdrawal of any personnel who fail to observe such procedures.

- 16.3 Where the Commissioner provides any equipment for use by the Provider in delivering the Services, the Commissioner shall ensure that such equipment meets all applicable regulations and statutes, including health and safety requirements.
- 16.4 The Provider's staff shall comply with any requirements notified to the Provider by the Commissioner in writing, from time to time, in relation to the use of any equipment provided by the Commissioner.

17. NON-SOLICITATION

- 17.1 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.
- 17.2 Neither Party shall be considered to be in breach of their obligations in clause 17.1 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.

18. INSURANCE AND LIABILITY

- 18.1 Subject to clause 18.2 and clause 18.2A below, each Party shall maintain in force at its own cost such insurance policies as are required having regard to its obligations and liabilities under this Service Level Agreement. Either Party may request the other to produce documentary evidence that the policies are being properly maintained.
- 18.2 Both Parties may at their discretion, as an alternative to putting in place commercial insurance, maintain their respective membership of the Risk Pooling Schemes for Trusts.
- 18.2a. The Provider may at its discretion become a member of, or maintain its membership of, CNST as an alternative to putting in place commercial insurance in respect of any liability that is covered by CNST from time to time.
- 18.3 Subject to clauses 18.4, 18.5 and 18.6 below, each Party shall be liable to the other for and shall indemnify and shall keep indemnified the other Party against any liability, loss, damages, costs, expenses, claims or proceedings whatsoever in respect of:
- (a) any loss of or damage to property (whether real or personal) and any infringement of third party intellectual property rights;(b) any injury to any person, including injury resulting in death; and(c) any other losses of the indemnified Party;
- in consequence of or in any way arising out of the indemnifying Party's negligence or breach of contract in connection with the performance of this Service Level Agreement or the provision of the Services (including, without limitation, its use of goods, equipment or other materials or products, and the acts or omissions of the staff, any agents, sub-contractors or anyone else involved in or employed or engaged by either Party in connection with the commissioning or provision of the Services).
- 18.4 A Party's indemnity in clause 18.3 shall be limited to the extent that such liability, loss, damages, costs, expenses, claims, proceedings, infringement or injury to which the indemnity relates 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 in relation to the Service Level Agreement.

18.5 Subject to clause 18.7, the Provider's liability under clause 18.3 shall be limited to an amount equivalent to the amount of insurance cover provided to it from time to time under the relevant Risk Pooling Scheme for Trusts in respect of each and every incident.

18.6 Subject to clause 18.7, neither Party shall be liable to the other for any:

- a) loss of profits; or
- b) loss of business; or
- c) depletion of goodwill and/or similar losses; or
- d) loss of anticipated savings; or
- e) loss or corruption of data or information; or
- f) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

18.7 Nothing in this Agreement will exclude or limit the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

19 RECRUITMENT AND SELECTION

19.1 The Provider will be responsible for ensuring that all staff who will deliver the Service have been recruited to comply with the NHS Employment Check Standards as set by NHS Employers ensuring that the following pre-employment checks have been undertaken and are up to date prior to commencement of the Service:

(a) all staff legally have the right to stay and work within the United Kingdom. It will be the responsibility of the Provider to ensure that staff hold a valid and up-to-date work permit or visa.

(b) all staff hold valid and correct registration for clinical roles with the appropriate governing body (e.g., NMC etc.)

(c) ensure that all staff have an enhanced DBS (adult first) check dated within 3 months of the Effective Date, or ensure that all Pharmacists participating in the service have a current registration to practise with the General Pharmaceutical Council (GPhC).

19.2 Only staff complying with the above requirements will be eligible to undertake the delivery of the Service. The Provider will hold full responsibility for any non-compliance.

20 ASSIGNMENTS

20.1 Neither Party may sell, assign, charge or otherwise encumber, create any trust over or deal in any manner with this Service Level Agreement or the rights, benefits or obligations arising under or in respect of it, nor transfer or novate, including without limitation procuring the provision of any part of the Services from a subcontractor, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

20.2 In the event that consent is given by the Commissioner to the appointment of a subcontractor (and subject to the terms and conditions upon which such consent is given) the Provider shall remain in all circumstances primarily liable for the Provider's obligations under the Service Level Agreement, and shall also be liable for the acts, omissions, negligence or default of all subcontractors engaged in the provision of the Services.

21 LAW

- 21.1 This Agreement shall be construed and governed in accordance with English Law;
 21.2 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.

4 Nominated Officers

Nominated representative of the Commissioner	Nominated representative of the Provider
Name: Sian Davies	Name:
Title: Regional Service Manager	Title:
Address: Block 8, Halton General Hospital, Hospital Way Runcorn WA7 2DA	Address:
Tel No: 078804 66381	Tel No:
Email: Sian.davies@liverpoolft.nhs.uk	Email:

5 Version Control

Document Control

Document Location	I:\SexualHealth\SLA's
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Author

Date Issued	Author
15/07/2019	Dr Martyn Wood, Consultant, Sexual Health Physician, LUHFT Tony Gaynor, General Manager, Specialist & Academic Medicine, LUHFT

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	
14/03/2023	Format changed to include new Trust template	

6 Change Control Process

1 Changes to Services

- 1.1 Where either Party wishes to make any change in connection with the Services or this Service Level Agreement, that Party may request such change in accordance with clause 2 of the Conditions and the Change Control Procedure as set out at paragraph 2 below.
- 1.2 Until such time as a change is made in accordance with the Change Control Procedure the Provider shall, unless otherwise agreed in writing, continue to provide the Services as if the request or recommendation had not been made.
- 1.3 Any discussions which may take place between the Commissioner and the Provider in connection with a request or recommendation before the authorisation of a resultant change shall be without prejudice to the rights of either Party.
- 1.4 Notwithstanding paragraphs 1.1 to 1.3 of this Section, if any change requested by Provider is designated by the Commissioner as urgent, then the Commissioner and the Provider shall discuss the request and any work undertaken by the Provider in accordance with such discussions shall be treated as authorised, and therefore undertaken at the Commissioner's expense and liability, even if not handled in accordance with the procedures below.

2 Procedures

- 2.1 Discussion between Commissioner and the Provider concerning a change shall result in any one of the following:-
 - 2.1.1 no further action being taken;
 - 2.1.2 a request to change the requirements of the Commissioner or the Service;
or
 - 2.1.3 a recommendation to change the requirements of the Commissioner or the Services.
- 2.2 Agreed change will be formalised via a Contract Variation Order (CVO) signed by both Parties. The Commissioner shall, within the period of the validity of the CVO:-
 - 2.2.1 allocate a sequential number to the CVO;
 - 2.2.2 arrange for two copies of the CVO to be signed by or on behalf of the Commissioner and the Provider.
- 2.3 A CVO signed by both Parties shall constitute a variation to this Service Level Agreement pursuant to clause 2 of the Conditions.

Contract Variation Order

CV Ref:	Commissioner:	Provider:	Date:
Service:			
Basis of Contract Variation:		Funding:	

Commencement date of CV:	Duration:	Profile:
Activity Details		
<i>Current Year:</i>	<i>Recurrent Full Year Effect:</i>	
Finance Details		
<i>Current Year:</i>	<i>Recurrent Full Year Effect:</i>	
Operational Changes		
<i>Current Year:</i>	<i>Recurrent Full Year Effect:</i>	
Authorisation		

<p>Authorised by :</p> <hr/> <p>On behalf of Liverpool University Hospitals NHS Foundation Trust ("the Provider")</p> <hr/> <p>On behalf of the Commissioner</p>	<p>Confirmation of activity/operational changes:</p> <hr/> <p><i>Contracting Dept</i></p>	<p>Confirmation of funding available:</p> <hr/> <p>Finance Dept</p>
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7 Documents Relied On

The PGD's below are to be used in conjunction with this sub-contracted service.



31003a Ulipristal
V1.2.pdf



31010a
Levonorgesterol V1.



31012a POP
Pharmacy V3.pdf

8

Service Specification

The Service Specification for this sub-contracted service is attached below



WARRINGTON
PHARMACY SERVICE

9 Finance Detail

Emergency Hormonal Contraception	
Criteria	Amount
Consultation	£15.00
Per tablet Levonorgestrel	Drug Tariff + 5% VAT
Per tablet Ulipristal acetate	Drug Tariff + 5% VAT
Pregnancy Test (as appropriate)	£5.62
Chlamydia Postal testing kit (age 15-24yrs)	£1 per postal test given
Quick Start Progesterone Only Contraception	
Criteria	Amount
Consultation	£15 – POP follow on after EHC issue/consultation £15 – POP issue only
Per starter pack provided - Desogestrel 75 microgram x 84 tablets	Drug tariff price plus VAT @ 5%

Claims for reimbursement must be made **quarterly** using PharmOutcomes. 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. Payment will be made a month in arrears on the 28th of the month.