



Rationale of Checklist

This checklist will be completed by the Principle Responsible Officer for every new or recommissioned service specification/contract sent to the LPC for comment/consultation. 'Review of specification/contract' is to be completed upon receiving initial documents before consultation by the Services Sub-group.

The checklist contains the LPC 's comments and recommendations for any requested changes to the proposed draft in order to achieve consistency across Cheshire and Wirral or to achieve/improve further the RAG rating. It will be sent to the services subgroup for consideration of amendments prior to further communication with the commissioner.

'Response summary' is to be completed after review by services sub-group to maintain accurate records of comments and amendments to the draft.

The LPC'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.

Service Information

Service Name	<i>Emergency Hormonal Contraception (EHC)</i>
Head Commissioner	<i>Wirral Community Health and Care NHS Foundation Trust (WCFT)</i>
Sub-Contract Commissioner (if applicable)	<i>N/A</i>
Payment Body	<i>Wirral Community Health and Care NHS Foundation Trust (WCFT)</i>
Recommissioned/New Service	<i>Recommissioned</i>
Contract Dates	<i>01/04/2024 – 31/03/2029</i>
Service Specification Dates	<i>01/04/2024 – 31/03/2029</i>
Date sent to LPC	<i>02/04/2024 (Briefing sent for consideration 27/02/2024)</i>
Date to be sent back to Commissioner	<i>Following board meeting – 24/04/2024</i>

Approved By:
Author:

Review of Service Specification/Contract

CPCW Consultation

CPCW consulted by commissioner?	Yes	
CPCW consulted with sufficient time to comment?	Briefing sent to LPC for consideration 27/02/2024	

2

Contract Information

What is the contract mechanism? (NHS Standard, Public Health, 3 rd Party Provider)	Public Health	
Does the contract mention TUPE? (Y/N)	See Page 76	
Is there a clear definition of roles with regards to Data Controller within IG? E.g. Is the contractor stated as the Data Controller?	<p>See Page 63 – addition of Appendix Q</p> <p>Also, see page 25 onwards:</p> <p>B37.3 To the extent that the Provider is acting as a data controller in respect of personal data processed pursuant to this contract, it shall comply with its statutory obligations under the GDPR and the DPA and the obligations contained in sub-paragraphs (b) to (o) of clause B37.2 as if they referred to personal data which it controlled and were not processing on behalf of the Authority.</p>	Contractors would need to consider the potential implications of this.
Does the contract mention Intellectual Property? (Y/N)	<p>See Page 73</p> <p>C13. INTELLECTUAL PROPERTY</p> <p>C13.1 Except as set out expressly in this Contract, no Party will acquire the IPR of the other Party.</p>	
Liabilities – are indirect losses mentioned? E.g., indirect losses are included/excluded	<p>See Page 17</p> <p>B26. LIMITATION OF LIABILITY</p> <p>B26.1. Neither Party shall be liable to the other Party (as far as permitted by Law) for Indirect Losses in connection with this Contract.</p> <p>B26.2. Each Party must at all times take all reasonable steps to minimise and mitigate any Losses for which it is entitled to be</p>	

Approved By:
Author:



	<p><i>indemnified by or bring a claim against the other Party pursuant to this Contract.</i></p> <p>B26.3. <i>Nothing in this Contract will exclude or limit the liability of either Party for:</i></p> <p><i>a) death or personal injury caused by its negligence; or</i></p> <p><i>b) fraud or fraudulent misrepresentation.</i></p>	
<p>Extension/Variation – Does the contractor have the right to agree to the extension/variation?</p>	<p>B22. VARIATIONS</p> <p><i>B22.1 This Contract may not be amended or varied other than in accordance with this clause B22.</i></p> <p><i>B22.2 No Variation to this Contract will be valid or of any effect unless agreed in writing by the Authority Representative (or his nominee) and the Provider Representative (or his nominee) in accordance with clause A4.3 (Notices). All agreed Variations shall form an addendum to this Contract and shall be recorded in Appendix L (Agreed Variations).</i></p> <p><i>See Page 57 – ‘To be inserted’</i></p>	
<p>Termination – e.g., Does the contractor have the right to terminate for convenience?</p>	<p>B32. TERMINATION</p> <p><i>B32,1 Either Party may voluntarily terminate this Contract or any Service by giving the other Party not less than 3 months' written notice at any time after the Service Commencement Date.</i></p>	
Service Specification		
<p>Is the service monitored by the commissioner/third party?</p>	<p>Yes</p>	
<p>If so, what is the method of monitoring if applicable? (Audit of PO data/ unannounced visits)</p>	<p><i>See Section B24 (Page 16)</i></p> <p><i>B24.1 The Provider must comply with all reasonable written requests made by, CQC, the National Audit Office, the General Pharmaceutical Council any Authorised Person and the authorised representative of the Local HealthWatch for entry to the Provider's Premises and/or the premises of any Sub-contractor for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. The Provider may refuse such request to enter the Provider's Premises and/or the premises of any Sub-contractor where it would adversely affect the</i></p>	

Approved By:
Author:

	<i>provision of the Services or, the privacy or dignity of a Service User.</i>	
If visits or physical audit, is the contractor given reasonable written notice in advance?	<i>B24.2 Subject to Law and notwithstanding clause B24.1, an Authorised Person may enter the Provider's Premises and/or the premises of any Sub-contractor without notice for the purposes of auditing, viewing, observing, or inspecting such premises and/or the provision of the Services. During such visits, subject to Law and Good Clinical Practice (also taking into consideration the nature of the Services and the effect of the visit on Service Users), the Provider must not restrict access and must give all reasonable assistance and provide all reasonable facilities to the Authorised Person.</i>	
Is the service pharmacist led or does it allow for technicians/other team members to participate?	<i>4.2.1 All females requesting EHC will be referred to the accredited pharmacist for a confidential consultation.</i>	
Are the performance measures/KPIs reasonable and achievable? (If applicable)	<i>See Appendix C (Page 40)</i>	
Is the administration proportional to size of service and remuneration?	<i>For each consultation the pharmacist must complete the consultation template in the web-based database. This must be in discussion with the client in real time. Discussions with the patient at the time of the consultation will include information such as date and time of supply and patient details in line with NICE guidance.</i>	
Does the service require its own SOP?	7. Standard Operating Procedure <i>7.1 The Contractor must have a Standard Operating Procedure (SOP) in place to cover provision of this service. This must be available to Authority if required. The Contractor must ensure that all staff including locums and those other than pharmacists, involved in the provision of the service operate within the SOP. This includes ensuring that all staff are aware of the need for sensitive patient centred communication skills.</i>	
If so, are there any specifics required?	<i>7.2 The SOP should be reviewed at least every two years or before if circumstances dictate. Each review should be documented and the SOP subject to version control. Changes to procedure must be highlighted within the SOP for special attention. Staff must read,</i>	

Approved By:
Author:

	<i>date and sign or otherwise record that they have read the SOP after a review.</i>	
Is the contractor required to follow 3 rd party SOP's?	No	
Is the frequency of SOP review stated to be at least every 2 years?	Yes	
What is the reporting system and is this suitable to all contractors?	<i>Pharmoutcomes</i>	
Are the incident reporting procedures straight forward?	<p>10. Significant Event reporting</p> <p><i>The Provider will follow their own internal incident reporting. Patient and/or staff safety incidents directly linked to this contract must be reported in line with Appendix G</i></p>	
Are the training requirements for the service reasonable? Consider accessibility to CPPE for non-pharmacist/technician staff	<p>6. Accreditation & Training</p> <p>6.1 Accreditation</p> <p><i>All pharmacist's delivering this service must:</i></p> <ul style="list-style-type: none"> • <i>have undertaken and received a clear enhanced Disclosure Barring Service check which is to be undertaken at their own cost.</i> • <i>Have a commitment to Continuing Professional Development (CPD)</i> • <i>Accept personal responsibility for working within this service specification and understands the legal implications of doing so and works within the scope of the PGDs</i> • <i>Have an awareness of Fraser Guidelines for patients aged under 16 years</i> • <i>Have an awareness of local safeguarding children's board and Wirral Community Trust Adult and Child Safeguarding procedures</i> • <i>Have successfully completed the current version of the CPPE Contraception e-learning and e-assessment</i> • <i>Have successfully completed the current version of CPPE Emergency Contraception e-learning and e-assessment</i> 	

Approved By:
Author:

- *Have successfully completed the current version of CPPE Safeguarding children and vulnerable adults level 2*
- *Have undertaken appropriate training for working under PGDs for the supply and administration of medicines. Recommended training- eLfH PGD elearning programme*

** N.B. Should a Pharmacist have recently completed the previous training package and not therefore be due to renew their training, the expectation and understanding is that, via Continuous Professional Development, the Pharmacist will remain updated and be able to apply latest clinical guidance in order to maintain competence to deliver this Service.*

6.4 In accordance with the Safeguarding Children and Young People roles and competences for health care staff Intercollegiate document 2014, pharmacists are not required to undertake level 3 safeguarding training. However, it is recognised that on occasions practitioners may feel the frequency of intervention or local situation make this level of training appropriate to meet a higher than usual demand, this will be identified through the pharmacist's governance arrangements. A number of places on Level 3 training are negotiable with WCT.

6.6 Maintenance of Self-assessment Declaration of Competency – It is the pharmacist's responsibility to

- *maintain a regular Self-assessment Declaration of Competency reviewed at least every two years*
- *undertake Continuing Professional Development and make this information available on request.*
- *allow the information in their CPPE record to be shared directly with the commissioned IT provider and the commissioner. In order to do this the pharmacist must have ticked the box on their CPPE profile page to allow data*

	<p><i>from their learning and assessment record to be shared with the commissioner.</i></p> <p>6.7 <i>Service providers are responsible for informing the commissioner via the generic e-mail address below:</i></p> <p><u>SHWfax.wirralct@nhs.net</u></p> <p><i>if their accreditation or competencies lapse, according to the agreement.</i></p> <p>6.8 <i>Notwithstanding any of the above requirements 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.</i></p>	
Is the service operationally efficient?	<p>4.2.1 <i>All consultations should be carried out in a consultation room which is separate from the general public areas of the pharmacy. The client and the pharmacist should be able to sit down together and be able to talk at normal speaking volume without being overheard.</i></p> <p><i>For each consultation the pharmacist must complete the consultation template in the web-based database. This must be in discussion with the client in real time.</i></p>	
Is a PGD(s) required for this service?	Yes	
If so, is the PGD in date? Please state dates	01/03/2023 – 28/02/26	
Does the PGD expire during the contract period?	Yes	
Remuneration & Funding Elements		
Payment body organisation?	Wirral Community Health and Care NHS Foundation Trust (WCFT)	
Comparison to previous specification if available, or live/base specification	<p><i>No Change to previous fee structure.</i></p> <ul style="list-style-type: none"> • £15 per consultation • DT+VAT per supply • £5 per pregnancy test 	

Approved By:

Author:

within another locality if new		
Difference in proposed fees if applicable (+/- £)	<i>Price – these prices are fixed for 1st April 2024 to 31st March 2025. An inflator of 1.3% will be applied annually in line with the inflationary uplift of the head contract.</i>	
Does remuneration include/cover set up costs, backfill, consumables etc?		
Is VAT considered?	<i>B8.4 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.</i>	
What is the payment claiming method? E.g., PharmOutcomes, invoicing, email, postal claim etc.	<i>Pharmoutcomes</i>	
What is the payment claim frequency? E.g., weekly, monthly, quarterly	<i>Monthly</i>	
Where stock / equipment is required, who provides/calibrates/ services this? If contractor, does remuneration sufficiently cover the cost of this?	<i>N/A</i>	
Is overall remuneration fair?	<i>In line with other areas</i>	
Miscellaneous Information		
Other information specific to this service for consideration by the Committee		
Suggested RAG Rating		

Approved By:
Author:



Additional Information for Commissioner to Consider (over and above what is commented/suggested in service specification/ contract documents)

CPCW has rated this service specification as GREEN based on the comments made above and below. Our recommended actions / points to further improve the service are: N/A

Signed off by subgroup: Y/N

YES

Next Steps:

*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.*

Date returned to commissioner:

Commissioner response to LPC feedback:

Please enter response here, returning promptly to support@cpcw.org.uk

Approved By:
Author: