**Appendix 2**

**Simple SLA for an Enhanced pharmacy service**

This agreement is made on XXX day of XXX month 20XX between XXX (hereinafter referred to as the Commissioner) and XXX pharmacy (hereinafter referred to as ‘the Provider’).

**Party 1 - The Commissioner**

|  |  |
| --- | --- |
| Title of organisation : | XXX  |
| Address:  | XXX  |
| Lead commissioning officer:  | XXX  |
| Position:  | XXX  |
| Telephone:  | XXX  |
| Email: **Party 2 - The Provider**  | XXX  |
| Pharmacy contractor:  | XXX  |
| Premises address:  | XXX  |
| Correspondence address: (if different)  | XXX  |
| Lead service provider officer:  | XXX  |
| Position:  | XXX  |
| Telephone:  | XXX  |
| Email:  | XXX  |

**Signing of the agreement**

This document (and any attached notes) compromise the agreement concluded between the Commissioner and the pharmacy named above).

For and on behalf of the Commissioner

Signed: Date:

For and on behalf of the Provider

Signed: Date:

1. **Aims and objectives of the service**

The principal purpose of this service is to: XXX

The service objectives are: XXX

1. **Period of agreement**

*If permanent*

This Agreement shall commence with effect from XXX and the contractual relationship will be of a permanent nature and will automatically roll over from year to year. The SLA shall continue subject to either party at any time giving not less than xxx month’s written notice to the other party to terminate this Agreement without penalty, or in the event of termination for serious breach (see termination on breach).

*If for a defined period*

This Agreement shall commence with effect from XXX and shall continue until XXX. This SLA may also be terminated by either party at any time giving not less than xxx month’s written notice to the other party to terminate this Agreement without penalty, or in the event of termination for breach (see termination on breach).

*If for a defined period and renewable*

This Agreement shall commence with effect from XXX and shall continue for the XXX subject to either party at any time giving not less than xxx month’s written notice to the other party to terminate this Agreement without penalty, or in the event of termination for breach (see termination on breach). This Agreement may be renewed on one or more occasions, if both parties agree, not less than XXX months before the date of termination, which it shall be renewed and a review date should be set.

1. **Service specification**

A copy of the service specification is set out as Annex 1.

1. **Standard of service**

Both parties are committed to securing the provision of high quality, cost-effective care in a safe and congenial environment.

1. **Provider**

This service may only be provided by an accredited pharmacist/pharmacy staff, who has/have completed the training detailed in section XXX. The accredited staff will normally be available XXX days a week.

The Provider will ensure that all members of pharmacy staff are trained in the operation of the scheme and full details will be made available to locum pharmacists to ensure continuity of provision of the service.

For the purpose of this Agreement, ‘staff’ includes persons employed or engaged by the Provider, to provide the services in this Agreement.

The accreditation requirements are:

[pharmacist accreditation requirements, which may include an enhanced Disclosure and Barring Service (DBS) certificate]

[other specified categories of staff accreditation requirements]

The Provider will furnish on demand, a list of the staff available to provide the service.

Where required, arrangements must be made for a suitable chaperone, acceptable to the person accessing the service, to be present. The cost of the chaperone will be borne by [the Provider/the Commissioner].

1. **Notices**

Any notice required to be given by either party to the other under this SLA shall be in writing and served by sending the notice by pre-paid post to the address of the party as set out in Part 1 of this SLA or such other address as each party may notify to the other, and shall be deemed to have been duly served on the third working day following the date of posting to the agreed address.

1. **Confidential information and data protection**

The Provider shall not, and the Provider shall procure that any Named Person shall not, whether during or after their appointment, disclose or allow to be disclosed to any person (except on a confidential basis to their professional advisers) any information of a confidential nature acquired by the Provider or any Named Person in the course of carrying out their duties under this Agreement, except as may be required by law or as directed by the Commissioner.

The Provider must protect personal data in accordance with the provisions and principles of Data Protection Act and the Confidentiality: NHS Code of Practice, and must ensure that all staff that have access to such data are informed of, and comply with this requirement.

The Provider shall at all times ensure that appropriate technical and organisational security measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

The Provider must be aware that the any information held by the commissioner may be subject to disclosure under the Freedom of Information Act.

1. **Authorised officer**

The Commissioner hereby nominates XXX as the authorised officer empowered to act on its behalf, and will inform the Provider immediately, in writing, of any change in the nomination of authorised officer.

Any notice, information or communication given or made by the authorised officer shall be deemed to have been given or made by the Commissioner.

1. **SLA Manager**

The Provider nominates XXX as the authorised manager empowered to act on its behalf, and will inform the Commissioner immediately, in writing, of any change in the nomination of SLA manager.

Any notice, information or communication given or made by the SLA manager shall be deemed to have been given or made by the Provider.

1. **Conciliation and arbitration**

In the event of any dispute, difference, or failure to agree on any matter in relation to this SLA, the Commissioner and Provider will in the first instance refer the dispute for conciliation.

Any matter that cannot be resolved by negotiation between the parties or by conciliation shall be resolved if possible by arbitration. The Arbiter shall be agreed between the parties.

1. **Termination of SLA**

Either party can terminate this agreement by giving three months’ notice in writing. Variation to the agreement can be made at any time as long as they occur in writing and are agreed by both parties.

Termination without notice may occur if there is serious breach of the terms of the SLA.

1. **Force majeure**

The terms and conditions of this SLA shall apply at all times within the period of operation of the SLA and in all circumstances and conditions unless prevented by force majeure.

Force majeure shall include a major accident or disaster, a major outbreak of infectious disease, outbreak of war, or similar circumstance.

1. **Indemnity**

The service provider will operate in accordance with all Acts of Parliament, statutory regulations or other such laws, recommendations, guidance or practices as may affect the provision of services specified under the Agreement.

Any litigation resulting from an accident or negligence on behalf of the Provider is the responsibility of the Provider who will meet the costs and any claims for compensation, at no cost to the Commissioner. The pharmacist must ensure that their professional indemnity insurance provider has confirmed that this activity will be included in their policy.

**Annex 1**

**Service specification**

*Description of the service*

The service shall consist of:

[service description]

*Geographical area*

The service will be available to all persons resident in [or visiting] [area]

*Inclusion criteria*

Persons will be eligible to receive the service if they:

[inclusion criteria]

*Screening*

Persons referred to the pharmacy or self-presenting to the pharmacy for the service, shall be screened for eligibility to receive the service, as set out in the inclusion criteria above. The screening shall consist of:

[screening process]

*Signposting*

Where persons referred to or self-referring for the service are ineligible, they will be signposted as follows:

[signposting arrangements/referral forms, etc]

*Premises*

The service will be made available in the premises identified on page one of this agreement.

The following facilities must be available before commencement of the service: [premises facilities]

*Equipment*

The following equipment must be available in the premises and maintained in accordance with any manufacturer recommendations:

[equipment]

*Consent*

The services will be provided only to those persons that consent to:

[the disclosure of information to their general practitioner, for the purpose of assuring patient care]

[disclosure to the Commissioner for the purpose of audit and performance monitoring]

Consent will be recorded for each person who is provided the service.

*Claim for payment*

Claims for payment shall be made by submitting a claim form in an approved format to the Commissioner, within [one month/three months] of the provision of the service. The claim form must be accompanied by [appropriate auditable records]. Claims beyond this period may, at the sole discretion of the Commissioner, be allowed for good cause.

*Payment*

Claims submitted in accordance with the requirements of this agreement will be paid by [method of payment] by [timescale for payment].

*Patient satisfaction*

The Provider is required to [distribute questionnaires to persons using the service, on the occasion of their last contact for provision of the services under this Agreement. Where a person using the service does not attend the premises for the purpose of the last consultation for this service, the Provider shall send to that person a copy of the questionnaire and a self-addressed envelope, inviting completion and return. The questionnaire feedback is to be collated and analysed on a [half yearly / annual] basis, and a summary provided to the Commissioner.

Changes needed to the service as a result of analysis of the questionnaire shall be discussed with the Commissioner.

*Volume measurements*

The Provider shall maintain records, in a form acceptable to the Commissioner, which allow measurement of the units of activity. A summary shall be sent to the Commissioner every [month/three months].

[The service is to be provided until first of the following arise – the service has been provided on XXX occasions during the [calendar/financial] year, or the Commissioner has notified the Provider that the service has reached the volume threshold beyond which the service is no longer to be provided].

[The Provider shall undertake to provide at least XXX units of activity during the [calendar/financial] year. If having considered the report above, the Commissioner believes that the Provider is not expected to achieve the minimum threshold, the Commissioner and Provider will discuss whether termination of the Agreement is appropriate.

*Quality measurements*

The Provider agrees that the Commissioner may assess the quality of the service provided by:

[details of quality measurement].

If having carried out this assessment, the Commissioner believes that the Provider is failing to meet the quality requirements, the Commissioner and Provider will discuss remedial action or termination of the Agreement.

The Commissioner may terminate the Agreement immediately, if in its reasonable opinion, the quality of the service is such that there is a serious risk to the health of persons using the service.

*Promotion of the service*

[The Provider undertakes to participate, in the manner reasonably requested by the Commissioner, in promoting the service to users of the pharmacy premises or the Provider will not promote the service to the public without the prior approval of the Commissioner.]

The use of the NHS logo in promotional materials must comply with the NHS brand identity guidelines.