

Service Level Agreement

Between

**Staffordshire County Council
Children and Lifelong Learning Directorate
(Teenage Pregnancy Partnership)**

And

Community Pharmacies

**For the provision of
Services**

THIS SERVICE LEVEL AGREEMENT is made the 5th day of November 2007 between **STAFFORDSHIRE COUNTY COUNCIL Children and Lifelong Learning Directorate (C&LL)** of P.O. Box 11, Walton Building, Martin Street, Stafford, ST16 2LH and (name of pharmacy)

1 Scope and Duration of the Service Level Agreement

Purpose of the Service Level Agreement

1.1 The purpose of this Service Level Agreement (SLA) is to document the arrangements which have been agreed between the parties for the:

(1) Access to free hormonal contraception (Emergency pill)

Duration of Service Level Agreement

1.2 The SLA is for a period of years beginning on 1st December 2007 and ending on 31 March 2008 subject to the succeeding provisions of this section and the termination provisions in section 4.

Extension of the Service Level Agreement

1.3 Subject to paragraph 1.4 C&LL shall have the right to extend the SLA period by up to a further three (3) years (but not less than one (1) year) by serving notice on (name of pharmacy) during the penultimate calendar month of the SLA period. If this right is exercised the parties shall continue to observe and perform their respective obligations under the SLA throughout the extended SLA period.

1.4 If (name of pharmacy) serves notice on C&LL prior to the commencement of the penultimate calendar month of the SLA period stating that it does not wish the SLA period to be extended, then C&LL right under paragraph 1.3 shall be extinguished. Time is of the essence for the purposes of this paragraph.

Renewal of the Service Level Agreement

1.5 Without prejudice to paragraph 1.3 the parties may renew this SLA on the expiry of the SLA period. However any such renewal shall be subject:

(1) to the availability of the necessary additional funding to enable Children & Lifelong Learning to finance the service provision;

(2) to C&LL being satisfied;

- (a) with the quality, performance and outcomes achieved by the service;
- (b) that there is sufficient demand for the service to justify the renewal of the SLA;
- (c) that the provision of the service during the SLA period has been consistent with the County Council's Statutory duty to secure best value.

(3) to the same terms and conditions as this SLA, subject to any amendments which shall be agreed between the parties, such amendments being confirmed in writing.

Annual Review of Service Level Agreement

- 1.6 This Service Level Agreement shall be reviewed by the parties in each year of the SLA period. The review shall consider whether any of the terms and conditions need to be changed having regard to experience in applying the terms and conditions to the service.

Variations to the Service Level Agreement

- 1.7 Any changes to this SLA arising from the annual review referred to in paragraph 1.6 or arising in response to changing needs or circumstances and agreed by the parties shall be confirmed in writing and a revised SLA shall be formed by the parties.

2. The Service

- 2.1 In consideration of the provision of the funding the County Council (with support from the Local Pharmaceutical Committee) shall recruit and accredit suitable Community Pharmacies to provide the service;

(1) throughout the SLA period;

(2) in accordance with:

(a) the provisions of this SLA;

(b) the individual requirements of each qualifying person.

(3) through utilising accredited pharmacists

2.2 (name of pharmacist and regular place of work) shall:

- (1)** operate the service on Monday to Sunday (during pharmacy opening hours) in each week throughout the duration of the SLA;
- (2)** provide pharmacists to support young people in accordance with their individual Intervention Plan during weekdays and weekends (excluding statutory holidays);
- (3)** as appropriate and in accord with operational priorities and protocols provide assistance to young people during weekdays and weekends when the pharmacy is open.

2.3 (name of pharmacist and regular place of work) shall:

- (1)** provide support to as many qualifying persons as practicable throughout the SLA period;

Young People eligible to access the Service

2.9 Unless otherwise agreed in writing between the parties a young person shall only be considered eligible for the service if they are a child or young person aged 13 – 19 years of age and who is who is:

- (1)** Deemed competent to consent to treatment and who thinks she may be at risk of pregnancy
- (2)** Is not at risk of exploitation or harm
- (3)** a Staffordshire resident,

Monitoring

2.10 Following the completion of each year (or part thereof) of the SLA (name of pharmacist and regular place of work) will provide an annual report about the service to C&LL Teenage Pregnancy Co-ordinator no later than the end of May of the following year. The annual report shall detail the levels of activity together with a qualitative account of the effectiveness of the service identifying outcomes. The annual report will also describe the level of activity in respect of consultation, and networking with other agencies as well detailing any training provided to the staff of other organisations.

Compliments, Comments and Complaints

- 2.11** (name of pharmacist and regular place of work) shall ensure that it's Compliments, Comments and Complaints policy and procedure is accessible and available to all young people using the service. (name of pharmacist and regular place of work) shall at all times deal with any complaint received by it in respect of the service promptly and in accordance with the complaints procedure ensuring that complaints are handled in an efficient and courteous way. (name of pharmacist and regular place of work) shall ensure that all young people using the service are aware that they have a right to make a complaint direct to Children & Lifelong Learning if they are either unwilling to agree to the use of, or are dissatisfied with the result of the use of (name of pharmacist and regular place of work) Compliments, Comments and Complaints procedure.
- 2.12** Should any member of (name of pharmacist and regular place of work) staff providing the service be the subject of a complaint, or is suspected of having committed any act constituting gross or serious misconduct prejudicial to young people using the service then (name of pharmacist and regular place of work) will promptly share details of the matter with the Teenage Pregnancy coordinator/ Assistant Director Lifelong learning and partnerships. in Children & Lifelong Learning.

3. Funding

- 3.1** In consideration for the service provision C&LL agree to pay (name of pharmacy) £10 per supply of EHC for anyone aged 13-19 years old plus the drug tariff price of Levonelle 1 plus VAT. during the financial year 2007/8
- 3.2** (Name of pharmacy) will be paid monthly, in arrears after submitting an invoice to the Local Pharmaceutical Committee .

4. Disputes and Termination

- 4.1** If any dispute arises between the parties in relation to this SLA and the monitoring and liaison arrangements are not able to resolve it then either party may request the other to participate in a meeting of their respective senior managers in order to discuss the dispute and to agree a strategy to resolve it.
- 4.2** Either party may terminate this SLA by giving at any time six (6) months notice in writing to the other. Such notice shall be addressed to the respective senior manager of each party. Should notice be served the service will continue to operate unaltered until the expiry of the notice

period and neither party shall have any claim upon the other arising from the termination of the SLA

5. Miscellaneous Matters

- 5.1** (Name of Pharmacy) shall not transfer or assign any of its obligations or responsibilities pursuant to this SLA to any third party without first obtaining the consent of C&LL Teenage Pregnancy Co-ordinator.
- 5.2** Any notice served by either of the parties under this SLA shall be served by first class post to
Deputy Director – Vulnerable Children, Staffordshire County Council,
Children & Lifelong Learning, P.O.Box 11, Walton Building, Martin Street,
Stafford, ST16 2LH.
- 5.3** Any amendments to this SLA must be agreed by the parties and confirmed in writing.
- 5.4** Any failure by either of the parties to insist upon the performance of any conditions of this SLA (or to exercise any right under this contract) shall not be construed as a waiver by such party and this SLA shall continue and remain in full force and effect notwithstanding any such failure.

SERVICE LEVEL AGREEMENT SIGNATURE PAGE

.....

SIGNED on behalf of (name of Pharmacy)

.....

SIGNED on behalf of Children & Lifelong Learning Directorate