



**SERVICE LEVEL AGREEMENT between  
NHS England & Improvement London  
Region and Pharmacy 2020/21 for the  
delivery of seasonal influenza**

Organisation Name .....

Postcode .....

ODS Code for Premises .....

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## 1. General Information

This Agreement is made between NHS England & Improvement London Region (The Commissioner) and the above Organisation (The Provider).

The Provider will not assign the whole or any part of the Agreement or sub-contract the supply of services without the previous consent in writing of the Commissioner, unless special conditions are included elsewhere in the Agreement.

## 2. Definitions

- 2.1 The Provider: This is the pharmacy contractor as listed on the pharmaceutical list held by NHS England & Improvement London Region.
- 2.2 The Service: Services provided by the Provider, as specified in this Agreement.

### The Commissioner: NHS England & Improvement

## 3. Purpose and Period of the Agreement

- 3.1 The purpose of the Agreement is to set out the responsibilities of both the Commissioner and the Service provider.
- 3.2 The Agreement is effective from September 1<sup>st</sup> 2020 – March 31<sup>st</sup> 2021 for the London influenza vaccination service, unless terminated earlier in accordance with the provision below or varied in accordance with provision below.

## 4. Service Specification

- 4.1 The Service included in this SLA is known as the London influenza Vaccination Service. The local London influenza Vaccination Service can be provided by any pharmacy that holds a private PGD either onsite or offsite, provided NHSE/I have been previously informed. Pharmacists must sign up for provision of these services via declaration on the Sonar platform and

keep a hard copy of the SLA & Service Specification(s) on file in the Pharmacy.

- 4.2 The Services to be provided is as set out in the Service Specification.

## **5. Responsibilities of NHS England & Improvement**

- 5.1 To provide funding, as set out in the service specification.
- 5.2 To provide agreed information within mutually agreed time scales.
- 5.3 The NHS England & Improvement officers will work with the designated lead officer of the Organisation for the purpose of monitoring the level and quality of service provided under the terms of this Agreement.

## **6. Responsibilities of the Organisation**

- 6.1 To run and manage the Service effectively and efficiently.
- 6.2 To ensure that suitable staff/volunteers are recruited and trained.
- 6.3 To satisfy quality and performance standards as set out in the service specification.
- 6.4 To provide monitoring and financial information to the NHS England & Improvement Head of Immunisation Service or delegated officer within mutually agreed time scales.
- 6.5 To advise NHS England & Improvement of any difficulty in relation to this Agreement e.g. where the Service falls below target levels or major staffing problems occur such as prolonged sickness absence or potential SUIs.
- 6.6 To comply with all statutory requirements
- 6.7 To indemnify NHS England & Improvement against all actions, claims, demands, costs, charges and expenses whatsoever in respect of any breach by the Organisation of this Agreement.
- 6.8 Any litigation resulting from an accident or negligence on behalf of the organisation, is the responsibility of that organisation who will meet the costs and any claims for compensation at no cost to NHS England & Improvement.

- 6.9 To ensure NHS England & Improvement Incident Reporting processes are followed all incidents should be reported to

<https://forms.office.com/Pages/ResponsePage.aspx?id=kp4VA8ZyI0umSq9Q55Ctv2F2-a73GvZEizM-1E2L7klURU9TSVhBNTNVR1daMFIwRzFBMjI3NEtFTC4u>

- 6.10 To ensure that each organisation has a private PGD for the administration of influenza vaccination for the London influenza Vaccination Service if this service is provided. **Providers can only register for the London service if they have already signed up to the Community Pharmacy Seasonal Influenza Vaccination Advanced Service.**

## **7 Funding**

- 7.1 Funding is for a specific period as set out in the service specification.
- 7.2 The Organisation must inform NHS England & Improvement via the designated lead officer within seven days of any significant change in its financial or managerial circumstances which may materially affect the ability of the Organisation to supply the Service covered by this Agreement.

## **8 Employees**

- 8.1 The Organisation will employ appropriately qualified and experienced staff/volunteers to maintain the Service to the agreed specification.
- 8.2 The Organisation will have in place agreed employment policies such as Terms and Conditions of Employment, Grievance and Disciplinary, Health and Safety, Equal Opportunities, Recruitment and Retention. Copies of policies will be provided to NHS England & Improvement on request.
- 8.3 The Organisation will maintain and operate good employment practice ensuring that full Job Descriptions and Contracts of Employment are issued to all members of staff.
- 8.4 The Organisation must ensure that any staff involved in providing the service has undertaken any required training and has the appropriate support to enable them to carry out their role effectively.
- 8.5 It is the responsibility of the Organisation to take appropriate measures to protect the public when recruiting staff/volunteers. All employees will have been appropriately vetted by the Organisation and hold accredited qualifications where appropriate. References and police checks where appropriate will have been undertaken in all cases. It is the responsibility

of the Organisation to judge the suitability of applicants on the basis of such procedures. The NHS England & Improvement officer will have the right to make random spot checks on behalf of NHS England & Improvement to ensure that the procedure of vetting is being carried out.

## **9 Contract Monitoring by NHS England & Improvement**

- 9.1. During the period of this agreement this contract will be monitored weekly using SONAR as a reporting mechanism.
- 9.2 NHS England & Improvement reserves the right to request any information from the Provider to assist in the monitoring of the Service as is deemed necessary to ensure that the standard of the Service complies with the Schedules of this Agreement, especially where a concern has arisen about the provision of the Service.

## **10 Insurance**

- 10.1 The Organisation is required to arrange adequate insurance cover consistent with the Service provided. This must include Public Liability and Employers Liability Insurance, evidence of which will be required on request.

## **11 Complaints Procedure**

- 11.1 The Organisation will have a written procedure for dealing with complaints in line with the current NHS England & Improvement Complaints Procedure. These procedures must include a record of all complaints and the action taken on them. The record will be available at any time for inspection by NHS England & Improvement. The complaints procedure must be prominently displayed for patients/clients and be easily accessible.
- 11.2 The Organisation must inform NHS England & Improvement of any complaint received in relation to the service within 7 days of receiving the complaint.

## **12 Equal Opportunities**

- 12.1 The Organisation is required to have an Equal Opportunities Policy outlining principles of Equal Opportunities and is expected to demonstrate its effectiveness in this area, particularly in relation to the provision of the Service covered by this Agreement.

- 12.2 The Organisation will ensure that their recruitment procedure for any new staff/volunteers involved in the service adhere to equal opportunities policy.

## HEALTH AND SAFETY

13.1 The Organisation is required to have a written policy on Health and Safety covering the Service and this should be made available on request. The policy should include:

13.1.1 Reporting, recording, investigating of accidents

13.1.2 Incident reporting

13.1.3 Fire precautions and evacuations procedures

13.1.4 First aid arrangements

13.1.5 Training of staff in Health and Safety matters.

13.1.6 Update health and safety policy when needed.

13.1.7 Premises

## 14 Confidentiality

14.1 The Organisation and its staff/volunteers may be receiving personal and confidential information from service users. The Organisation's staff/volunteers must not disclose any information which comes into their possession in the course of providing the Service except as may be required by law or where the express consent of the individual concerned has been obtained. This includes information acquired through complaints procedures.

14.2 The Organisation will ensure policies/procedures are in place to prevent unauthorised disclosures. Disclosure of information which has not been authorised will be considered as a serious breach of the terms of this Memorandum of Agreement and could result in the termination of the Agreement as outlined in paragraph 20.1

14.3 The Organisation must be compliant with the Data Security and Protection tool kit <https://www.dsptoolkit.nhs.uk/> (2019/20).

14.4 All communications with General Practice must be secure via SONAR or a secure messaging system via an N3 connection for audit purposes. **Any emails that include patient identifiable data or otherwise confidential information must only be sent from and to nhs.net addresses.**

## 15. Statutory Requirements

15.1 The Organisation shall conform to all existing and new legislation which may be applicable to this Agreement.

## **16 Major Incidents and Business Continuity Planning**

- 16.1 The Organisation is required to have an effective Business Continuity Plan.
- 16.2 The Organisation is required to follow national infection control measures as recommended

## **17 Variations in the Terms of the Agreement**

- 17.1 Variations in the terms of this Agreement will be agreed by both parties and confirmed in writing by NHS England & Improvement. Variations will normally require at least one months' notice.

## **18 Breach of the Agreement**

- 18.1 If the Organisation believes that NHS England & Improvement has broken the terms of this agreement it will submit written details of the alleged breach and unless the matter is otherwise resolved a meeting will be arranged between the appropriate NHS England & Improvement (London Region) Head of Immunisations and the organisation to discuss the alleged breach.
- 18.2 If there is Agreement that a breach has taken place, action to be taken to remedy the breach and the time scale for such action will be agreed and confirmed in writing by NHS England & Improvement.
- 18.3 If there is no agreement, the alleged breach will be referred to the Head of Public Health at NHS England & Improvement (London Region) for a suggested resolution. This will be agreed with the Organisation and confirmed in writing by NHS England & Improvement.
- 18.4 Breaches by the Organisation will be dealt with as set out in either Section 20 or Section 21 depending on the nature and severity of the breach.

## **19. Shortfalls or Deficiencies in Service Provision**

- 19.1 Where shortfalls or deficiencies in service provision have been identified or where other conditions of this Agreement are not being met, the Organisation will be notified and a meeting will be arranged between the Organisation and the appropriate lead officer. If a breach has occurred, a course of action to rectify the breach will be agreed; this will be confirmed in writing by NHS England & Improvement.
- 19.2 Where there is a failure to rectify the shortfall or meet the conditions within the agreed time-scale, the matter will be referred to



Operations and Delivery Director of NHS England & Improvement London Region to decide what further action should be taken.

- 19.3 If there is persistent and serious failure to fulfil the terms of the Agreement then the designated lead officer will refer the matter to the Operations and Delivery Director of NHS England & Improvement London Region with a view to terminating the Agreement.

## **20 Termination of the Agreement**

- 20.1 The Agreement may be terminated immediately in the event of any of the following:

20.1.1 A permanent cessation of the Service

20.1.2 A persistent failure to fulfil the terms of the Agreement

20.1.3 A serious breach of the terms of the Agreement

20.1.4 The performance of the service is unsatisfactory and documented to be so.

20.1.5 There is a substantial change to the service which NHS England & Improvement has not approved.

- 20.2 The Agreement can otherwise only be terminated by either party on written notice of one month. However, in fairness to both parties to this Agreement, and at the first indication of any such possibility, the implications of not being able to fulfil their obligations should be discussed without prejudice at the very earliest opportunity.

- 20.3 Where the Agreement is terminated following notice under paragraph 21.1 the rights accrued by either party at the date of termination are not affected and there shall be a full accounting between the parties at that date or within three months of that date.

## **21 Additional Notes**

- 21.1 NHS England & Improvement must protect public funds and so may use the information the Organisation has provided under this Agreement to prevent and detect fraud. NHS England & Improvement may also share this information for the same purposes with other organisations that handle public funds.

- 21.2 **Publicity:** The Organisation is expected to consult with NHS England & Improvement officers about any publicity, whether adverse or positive, for any work funded through the NHS England & Improvement SLAs. The Organisation is expected to take full advice on the handling of such matters from NHS England & Improvement's communication team.

**Schedule 1**

**Lead Officers for Agreement**

The Lead Commissioner for the NHS England & Improvement and the address for mailing invoices and monitoring forms are as follows:

Name: Debbie Green  
Position: Head of Immunisations, Antenatal Newborn Screening & CHIS Commissioning (NHS England & Improvement, London Region)  
Email: [ENGLAND.londonimms@nhs.net](mailto:ENGLAND.londonimms@nhs.net)

**The lead officer for the Provider is:**

Name: ..... Pharmacy Name.....  
Position: .....  
Address for Premises..... ODS Code for these premises: F.....  
.....  
Full Postcode:.....  
Telephone: .....  
Email: .....

**Signing of the Agreement**

This document and the attached notes comprise the Agreement concluded between NHS England & Improvement (London) and the pharmacy named above.

Signed: ..... Date: .....

Signed: ..... Date: .....

I agree to provide the following services as per this SLA and the London Pharmacy Seasonal Influenza Vaccination Service Specification.