



**Service Level Agreement (SLA)**  
**For**  
**with**  
**Thrive Tribe trading as One You East Sussex**

**Effective Date:**

<b>Document Owner:</b>	Thrive Tribe trading as One You East Sussex
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**Approval**

*By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.*

<b>Approvers</b>	<b>Role</b>	<b>Signed</b>	<b>Approval Date</b>
<b><u>Thrive Tribe Head office</u></b>		Kesslers Building, 1st Floor Office, 11 Rick Roberts Way, Stratford, E15 2NF Company registration number: 06763541 Tel. 020 3434 2520	

**One You East Sussex office**

Faraday House, 1 Faraday Close, Eastbourne,  
BN22 9BH  
Tel. 01323 404600

**Pharmacy**

One You East Sussex, Faraday House, 1 Faraday Close, Eastbourne, BN22 9BH

## 1. Agreement Overview

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between Thrive Tribe (Trading as One You East Sussex) and Lloyds Pharmacy Limited, Sapphire Court, Walsgrave Triangle, Coventry, CV2 2TX (also known as ‘the provider’ for the purposes of this agreement), for the delivery of the Community Pharmacy NHS Health Checks Programme in East Sussex. The contract will commence on 1st April 2019 and shall continue until the 31st March 2020 at which point it will be renewed automatically each year for a period of 12 months. The renewal of the contract with the caveat that Thrive Tribe deem performance acceptable. This agreement remains valid until superseded by a revised agreement mutually endorsed by each party.

### 1.1 Goals & Objectives

The **purpose** of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service to clients who access the Community Pharmacy NHS Health Checks Programme in East Sussex.

The **goal** of this Agreement is to obtain mutual agreement for programme delivery between Thrive Tribe trading as One You East Sussex and the Pharmacy.

The **objectives** of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities
- Present a clear, concise and measurable description of service provision to the customer
- Match perceptions of expected service provision with actual service support & delivery

## 2. Description of the Community Pharmacy NHS Health Checks Programme

The aim of this programme is to increase accessibility to NHS Health Checks for the residents of East Sussex and subsequently improve recognition and prevention of key health conditions.

- 2.1 The NHS Health Check appointment is confidential and lasts approximately 30 minutes. The results of the NHS Health Check are recorded and shared with the client’s GP.
- 2.2 Anyone within the eligibility criteria is entitled to an NHS Health Check every 5 years. A client’s cardiovascular (CVD) risk score is calculated, which works out their risk of CVD over the next ten years. It also helps to identify the risk of developing some of the most disabling illnesses including diabetes, kidney

disease and some forms of dementia. It can also help to identify hypertension and atrial fibrillation.

2.3 At the convenience of the client, only one appointment is required for a full NHS Health Check - where a finger prick blood sample is taken by the practitioner, along with clinical measurements and lifestyle assessments to determine the level of CVD risk for the client.

2.4 The provider will only deliver the NHS Health Check to clients who meet criteria as set out here;

- adults aged between 40 - 74yrs
- registered with a GP
- that have not had an NHS Health Check in the past 5 years
- have not had a previous heart attack, stroke or kidney disease
- have not been diagnosed with high blood pressure or diabetes
- are not taking statins
- have not been diagnosed with atrial fibrillation
- have not been diagnosed with peripheral arterial disease
- have not been diagnosed with coronary heart disease or heart failure
- have not been diagnosed with familial hypercholesterolemia

### **3. Agreement period & performance**

3.1 Each participating pharmacy will be expected to deliver 100 Health Checks within the 12 month period, ending on 31<sup>st</sup> March each year. If by 30 September of each year, the participating pharmacy estimate that they may complete more than 100 NHS Health Checks, they should notify One You East Sussex to discuss further.

3.1a Pending joint review of performance the maximum delivery per pharmacy may be decreased to facilitate higher delivery targets for pharmacies operating at an exceptional level.

3.2 The provider should consider seasonal fluctuation, workload, staff capacity and any awareness campaigns they may wish to run to ensure delivery expectations are met.

3.3 The provider must inform One You East Sussex of any significant disruption to the NHS Health Checks service which is likely to impact on delivery of the contract.

3.4 One You East Sussex will monitor delivery against the schedule quarterly and will provide a performance statement to the provider at quarterly intervals.

3.5 Participating pharmacies will be responsible for the marketing and promotion of their own NHS Health Checks. This includes developing promotional resources and

coming up with ways to contact or engage clients. One You East Sussex will provide templates for promotional material.

#### **4.0 Responsibilities and obligations of One You East Sussex**

One You East Sussex will provide each participating pharmacy the loan of a Roche Cobas 101 machine. The machines provide efficient point of care testing for cholesterol and blood glucose (HbA1c) - providing information for immediate risk assessment of hypercholesterolemia and diabetes.

**4.1** One You East Sussex will also provide the following:

- inbuilt quality assurance costs within the NHS Health Check payment tariff
- any breakdown and repair of the Roche Cobas 101 machine;
- optic check cassette – these test the Roche Cobas 101 machine, to ensure it is working correctly;
- training, advice, support and help.

#### **5.0 Responsibilities and Obligations of Pharmacies**

Participating pharmacies will need to supply the following equipment:

- Gauze
- Disposable Kidney Dishes
- Latex free Examination Gloves
- Pre Injection Swabs
- Sanitising Wipes
- Spot Plasters
- Couch Roll
- Sharps Bin
- Blood Pressure Machine
- Stationery (inc. batteries)
- Scales
- Fridge
- Height Measure
- Clinical Waste Bags
- Capillary Tubes
- Plungers
- Lancets
- HbA1c and lipid cassettes for the Roche Cobas 101 machine for NHS Health Check consultation and quality assurance testing

- 6.2 All participating pharmacies must have a suitable fridge for storing cassettes/quality assurance reagents between 2 – 8 degrees and record the monitoring of this daily to ensure supplies are kept at the correct temperature – a log of this must be available for the commissioner to inspect if required.
- 6.3 All participating pharmacies must have a means of clinical waste collection, suitable for sharps collection.
- 6.4 NHS Health Checks must be delivered from a private and confidential area within the Pharmacy.
- 6.5 Client data should be entered onto PharmOutcomes during the health check and stored in line with data protection regulations.
- 6.6 One You East Sussex reserves the right to end the contract immediately if there is an information governance breach.
- 6.7 The provider will include with the verbal or written offer of the client's results, a copy of the national NHS Health Checks booklet. These can be obtained free of charge from East Sussex County Council.
- 6.8 The provider must ensure that the NHS Health Check is carried out in a professional and supportive manner.

## **7.0 Interdependencies with other services**

In the case of results being outside the normal range, these must be communicated to the client and GP in line with the East Sussex local guidelines (See Appendix A), and in accordance with the NHS Best Practice Guidance, to manage clinical risk. Where the provider identifies clinically significant results which require urgent attention, the provider will contact the client's GP practice the same working day or the next working day following a weekend or bank holiday.

**7.1** For clients assessed as 'high risk' (10 year CVD risk score 20% or higher) and medium risk (10 year CVD Risk score between 10 and 20%), referral should be made to primary care for follow up in line with East Sussex local guidelines (Appendix A)

**7.2** For clients assessed as 'low Risk' (10 year CVD Risk score 0-10%, with no abnormal results) – signpost to local services and pathways as set out in East Sussex local guidelines (Appendix A)

**7.3** Any other onward referrals, such as for healthy lifestyle support, should be sent to One You East Sussex, or any other relevant service provider within 2 working days of the NHS Health Check.

**7.4** One You East Sussex expects a minimum 50% of Health Checks clients to be referred into the One You East Sussex healthy lifestyle service.

**7.5** The results of each NHS Health Check should be sent to the patient's GP via PharmOutcomes on the day of the NHS Health Check. In circumstances where direct communication from PharmOutcomes to the GP isn't possible, the pharmacy must ensure results are fed back to the GP within 72 hours or sooner if clinically indicated according to the risk escalation protocol.

## **8.0 Service Delivery Standards and Governance**

All health checks must be delivered in line with NHS Health Checks Best Practice Guidance. The One You East Sussex NHS Health Checks Delivery Guidance is also available to support this. Service standards and best practice guidance are located on the national NHS Health Check website at [www.healthcheck.nhs.uk](http://www.healthcheck.nhs.uk).

**8.1** Pharmacies are responsible for carrying out the Internal Quality Assurance and External Quality Assurance testing of the Roche Cobas 101 machines in their possession, in line with the NHS Health Checks Best Practice Guidance. This states that the IQA must be carried out on a monthly basis, and the EQA is conducted monthly in accordance with the schemes/protocols.

**8.2** One You East Sussex will arrange and commission the External Quality Assurance Scheme for the Roche Cobas 101 point of care testing machines within the pharmacies. Pharmacies are required to carry out the monthly EQA test on the Cobas 101 in accordance with the EQA scheme requirements.

## **9 Training and competence**

All staff delivering NHS Health Checks must:

- Have attended One You East Sussex Health Checks training.
- Evidence ability against all of the One You East Sussex Health Checks Competencies (attached at Appendix B).
- Record confirmation statement on PharmOutcomes to confirm all staff conducting NHS Health Checks have been signed off as competent.
- Training to be provided to all pharmacies for the use of an optional online booking system funded by One You East Sussex.

**9.1** All pharmacies must have an accountable person responsible for maintaining the clinical governance standards in the delivery of the NHS Health Check Programme.

## **10.0 Equality & Diversity**

The provider will ensure information, support and guidance is available to all wishing to access the Service. This may include interpreting services and or documents produced in different language or formats. The NHS Health Check website has produced information leaflets in various languages.

**10.1** The Provider must have an understanding of and take account of the needs and requirements of different cultures, religions, race and gender.

CPPE Distance Learning pack on Palliative Care.

## **12.0 Disputes**

The parties to this agreement shall attempt to resolve any dispute arising out of or relating to this SLA through negotiation between the parties, who have authority to settle the same. Failure to resolve the matter within 15 days will result in the use of an agreed Alternative Dispute Resolution (ADR) procedure, or in default of agreement, through an ADR procedure as recommended to the parties by the President or the Deputy President, for the time being, of the Chartered Institute of Arbitrators.

## **13.0 Termination**

This agreement may be terminated by either party before the end date by giving 3 months' written notice.

## **14.0 Miscellaneous**

The provider must indemnify Thrive Tribe against any loss or claim arising from the improper conduct, omission, wilful deceit or inappropriate behaviour of any employee engaged in delivering the service under this agreement.

The provider must ensure that their employees engaged in delivering the service under this agreement comply with relevant policies and legislation in respect of data protection, access to information, confidentiality, safeguarding, risk and health and safety.

<sup>7</sup> Both Thrive Tribe and the provider will be GDPR compliant and report any breach of legislation. To report a breach please contact [hello@thrivetribe.org.uk](mailto:hello@thrivetribe.org.uk)

## DEFINITIONS

**Agreed Purposes:** the provision of certain community based pharmacy services, including but not limited to smoking cessation pharmacotherapy and emergency hormonal contraception.

**Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures:** as set out in the Data Protection Legislation in force at the time.

**Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

**Permitted Recipients:** The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

**Shared Personal Data:** the personal data to be shared between the parties under clause B37.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) personal data including but not limited to name, identification number(s), location data, online identifier(s) or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a data subject;
- b) special category data including but not limited to information relating to a data subject's health.

## 15. DATA PROTECTION

**15.1 Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) may choose to disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

**15.2 Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

**15.3 Particular obligations relating to data sharing.** Each party shall:

- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;



- (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purposes;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
- (f) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the EEA.

**15.4 Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (h) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (i) promptly inform the other party about the receipt of any data subject access request;
- (j) provide the other party with reasonable assistance in complying with any data subject access request;
- (k) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (l) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (m) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (n) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (o) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (p) maintain complete and accurate records and information to demonstrate its compliance with this clause B37 and allow for audits by the other party or the other party's designated auditor; and

- (q) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

**Signed  
on  
behalf of  
Thrive  
Tribe  
Limited  
(TA as  
One You  
East  
Sussex)**

**Signed on behalf of**

Signed .....

Date .....

**Name:**

**Position:**

Signed ..... Date .....

**Name:**

**Position:**

