**Care at the Chemist – Minor Ailments Scheme (CATC)**

**Service level agreement**

1. **Parties to the Agreement**

This agreement is between ……………………………and NHS England and NHS Improvement (NHSE&I)

1. **Purpose of the Agreement**

This agreement relates to the service to supply formulary ‘OTC’ and ‘P’ medicines for minor ailments through the ‘CATC’ service. This is an Enhanced Service under the terms of the Community Pharmacy Contractual Framework

1. **Agreement Period**
   1. The agreement will commence on 1st April 2023 and terminate on the 31st March 2024.
   2. It will be subject to renewal if agreed by all parties.
   3. The agreement may be terminated by either party (the Pharmacy or NHSE&I) by providing written notification of their intent to do so. A period of 28 days’ notice shall be given.
   4. This agreement shall take effect in substitution of all previous agreements and arrangements whether written, or verbal between NHSE and the Pharmacy.
2. **Obligations of the Pharmacy**

The Pharmacy must provide the service in accordance with the criteria described within the ‘CATC’ Service Specification and Treatment Protocols’ and in accordance with this agreement.

* 1. NHS England will manage the service, process claims for payment and audit the service. Appropriate feedback to community pharmacists will be provided.

1. **Standards**
   1. Pharmacies wishing to provide the ‘CATC’ service must have signed this specification and returned a copy to NHSE&I.
   2. Only pharmacists and pharmacy staff working within a pharmacy currently within the Liverpool CCG area can provide the service.
   3. The pharmacist must be satisfied that they have a suitably safe, private area where they can have a confidential consultation with the patient (refer to section six).
   4. Pharmacists and the Pharmacy staff must at all times operate the ‘CATC’ service in accordance with the criteria described within the treatment protocols, service specification and this agreement.
   5. Should there be any concern regarding the patients presenting symptoms, patients must be referred for further medical advice as appropriate.
   6. Locum pharmacists must be prepared to provide the ‘CATC’ service in accordance with the criteria described within the treatment protocols, service specification and this agreement
   7. If for any reason a locum pharmacist does not wish to provide the ‘CATC’ service, patients requesting advice and treatment for a minor ailment under the ‘CATC’ service must be signposted to another community pharmacy providing the service.
2. **Confidentiality**
   1. At all times pharmacists will be mandated to preserve patient confidentiality in line with their responsibilities as members of the General Pharmaceutical Council and according to the NHS Code of Confidentiality.
   2. The Pharmacy must protect personal data in accordance with provisions and principles of the Data Protection Act.
3. **Professional Indemnity Insurance**

The Pharmacy and community pharmacists must notify their professional indemnity insurers and maintain adequate insurance cover for their participation in this service.

1. Service Funding and Payment Mechanism
   1. A fee of £2.04 will be paid for each consultation undertaken as  
      part of the service.
   2. A fee of £1.27 will be paid for each item dispensed as part of the service.
   3. The Pharmacy will be reimbursed for the medication supplied under the ‘CATC’ service according to the CATC ‘drugs cost’ list plus VAT
   4. Where patients are not exempt from prescription charges and have paid the NHS levy to the Pharmacy, NHSE&I will deduct such sums from the relevant month’s remuneration.
   5. Pharmacy staff will input the consultation details contemporaneously into the PharmOutcomes system
   6. Invoices will be generated by PharmOutcomes and sent automatically to NHSE&I for payment.
   7. It is the responsibility of the community pharmacy contractor to ensure appropriate VAT returns are made.

**Audit**

The Pharmacy will allow NHSE&I to access pharmacy records relating to this service for post payment verification purposes.

1. **Complaints**
   1. The Pharmacy is required to have a system in place for handling complaints.
   2. The Pharmacy should also inform service users connected to this service of their right of complaint to NHSE&I
   3. All information shall be provided to the service user in order for them to access the NHSE&I complaints procedure.
   4. NHSE&I shall reserve the right of directly investigating any complaints about the service. In such a case, the Pharmacy shall give the investigating officer full access to all relevant documents, files and information and will allow them to interview any personnel in the Pharmacy’s employment, or agent, in order to carry out their investigation effectively.
2. **Significant Event Reporting**
3. In the event of any ‘adverse incident’ or ‘near miss’, the pharmacist must complete the appropriate incident reporting form and demonstrate that the Pharmacy has learned from the incident.
4. All incidents should also be reported to NHSE&I.
5. **Termination**

This agreement may be terminated by either party as detailed in section 3(c).  
NHSE & I may terminate or suspend this agreement forthwith if there are reasonable grounds for concern.

***Signed for and on behalf of***

**Signature**

**Date**

**Designation**

**Signed for and on behalf of NHS England & NHS Improvement**

**Signature** 

**Jackie Jasper, Contract Manager**

**Date 22.3.23**

**Designation**