

Service Agreement

between

Liverpool Clinical Commissioning Group

and

**The Liverpool Medical Homeopathy Service
CIC**

for the provision of a

Homeopathy Service

Commissioning Lead	Provider Lead
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1.1 Contract Title

Agreement between NHS Liverpool Clinical Commissioning Group (referred to hereafter as the LCCG) and The Service Provider (referred to hereafter as the Provider) for the provision of a patient healthcare service.

1.2 Purpose of the Contract

This document outlines the service required by the LCCG and agreed by the provider which is to provide a homeopathy service to patients that coincides with other services and treatments that they receive.

1.3 Points of contact and assigned responsibility

The LCCG

Service Implementation Manager, NHS Liverpool Clinical Commissioning Group will be responsible and accountable for ensuring compliance with this Contract to maximise patient care and value for money.

Head of Contracts & Procurement, NHS Liverpool Clinical Commissioning Group will be responsible for the day to day responsibility of managing the contract. This responsibility includes:

- Assessment and the management of risks associated with the contracts
- Review processes for the services provided

The Service Provider

The Liverpool Medical Homeopathy Service will be responsible and accountable for ensuring compliance with this contract and complying with national standards and guidelines for the delivery of the services specified.

The Liverpool Medical Homeopathy Service Office Manager will be responsible for the day to day provision of the contract. This responsibility includes:

- Provision of quality services that meet national and local care guidance
- Provision of timely review data
- Full involvement in partnership structures to improve services for patients

2.1 NHS Conditions of contract for the supply of services (August 2013)

The NHS conditions of contract for the supply of services (August 2013) see Appendix 1 must be adhered to.

2.2 Period of Contract

This agreement will commence on 1st of April 2015 to run for the period of 1 year to 31st March 2016.

This contract will be reviewed annually to agree service requirements for the following period and to reflect any guidance and requirements made by the Department of Health and any other regulatory body as appropriate.

The LCCG and the Provider will be bound by the terms of this Contract during the year unless both LCCG and Provider mutually agree to vary the terms or to terminate the Contract.

The Contract may also be terminated:

- Forthwith if either party should be formally dissolved or cease operations.
- Upon 1 month written notice by either party following failure by the other to remedy a breach of this Contract (after notification of the breach by the LCCG requiring rectification by the Provider within one month).
- In the event of a serious breach of the Contract.
- General right of termination (e.g. 3 months)

2.3 Population Covered

This service is open to the following:

- GP members of NHS Liverpool Clinical Commissioning Group.
- The service aimed at patients registered with a GP associated with the LCCG.
- The LCCG registered population is approximately 450,000 individuals.

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- Patients should be registered with a LCCG General Practitioner or considered to be a temporary resident within the locality and this should be verified by the provider.
 - It is the responsibility of the service provider to ensure that service users are eligible to access the service; the LCCG will not provide funds for non eligible users.

2.4 Location of the Service

The full service will be provided from and located at:

Old Swan Health Centre

2.5 Activity Levels

2.5.1 Activity

The following activity will be recorded and provided to the LCCG on the following basis:

The Provider will supply for each client contact on a monthly basis:

- NHS Number ID of patient, including sex, age, ethnicity, post code and general practitioner of clients currently receiving a homeopathy service from the Provider.
- Referrer and diagnosis of each referred condition, including date of referral.
- Details and numbers of treatments within each service component

The Provider will supply for each client contact on a 6 monthly basis:

- Audit reports which will include patient reported outcomes and service improvements, a summary of activity, referring practices and reasons for referral, and any other information as reasonably requested the commissioner

The Provider will supply for each client contact on an annual basis:

- Patient satisfaction questionnaires as agreed with the commissioner

The Provider will agree to any reasonable request for further information and will not refuse any reasonable request to allow the LCCG to inspect any records or client data relating to the service covered by this Agreement. Any information acquired by the LCCG as a result of any

such inspection shall be confidential and its access will be regulated under the Data Protection Act.

2.5.2 Utilisation Management

Activity in the contract should be profiled over the 12 months of this contract.

There will be no guaranteed levels of activity/volume for the Provider.

Activity levels/ volumes will be monitored quarterly to review service levels/requirements

The LCCG does not intend to pay for additional services than those specified and will only pay for actual activity undertaken in line with the specification

- The Provider shall comply with any Utilisation Management scheme implemented by the LCCG.
- The Provider will co-operate with the Utilisation Management Scheme (in particular to share data, allow access for review teams and access to patient notes).
- The LCCG will give the Provider 1 months notice in writing of any reasonable variation to the Utilisation Management scheme which the Provider shall then comply with.

2.6 Funding and Payment

This service will be paid on a cost per case basis for the duration of the 12 months period terminating on 31st march 2016 and includes an inflationary rise of 0.0%.

Tariff:

The total contract amount consists of the following activity:

initial consultations and follow up sessions.

Each patient will receive an initial consultation and a variable amount of follow up sessions depending on whether homeopathy is the most appropriate and effective method of treatment for their health needs.

Patients can have up to a maximum of four follow-up sessions, after which they will return to their GP for a review of treatment.

The provider may accept new referrals and this will be monitored on a monthly basis to monitor demand. The agreement to accept new referrals may be reviewed at any time.

The Provider will be responsible for any pay and price pressures during each financial period and will bear any additional cost, which will not affect the quantity or quality of the service as set out in this Contract, unless prior agreement of the LCCG has been obtained.

No payments will be made for patients who do not attend for their appointment. In such cases, patients should be offered one further opportunity to attend before the Provider returns the referral to the patient's GP.

The tariffs stated above cover **all** costs associated with the services including all costs incurred associated with dispensing medicines to patients.

Based on previous activity data from NHS funded homeopathy services, the Commissioner is anticipating no more than 100 new referrals over the 12 month contract period in total into accredited homeopathy services.

The LCCG will monitor activity levels closely and advise the Provider if thresholds are likely to be reached. In the event that the forecast level of activity is predicted to exceed the stated number of initial assessments, the LCCG will alert the Provider within one month to allow consideration of a demand management programme to either return activity levels back to the forecast and/ or review forecast targets. The Provider must comply with any Activity Management scheme developed by the LCCG.

The LCCG does not intend to pay for additional consultations, either initial/new patient or follow ups, over the stated number and will only pay for actual activity undertaken up to the number stated.

The contract value for any subsequent periods following the end of this agreement period will be agreed with reference to GP Commissioning Consortium directives and any necessary amendments to meet service requirements.

2.7 Compliance

The Provider will adhere to and provide services compatible with relevant legislation, statutory instruments, health circulars and notices, including:

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- Equality Act 2010
<http://www.legislation.gov.uk/ukpga/2010/15/contents>
 - Freedom of Information Act 2000
<http://www.legislation.gov.uk/ukpga/2000/36/contents>
 - Human Rights Act 1998
<http://www.legislation.gov.uk/ukpga/1998/42/contents>
 - Health and Safety at Work Act 1974 (including COSHH)
<http://www.legislation.gov.uk/ukpga/1974/37>
 - Data Protection Act 1998
<http://www.legislation.gov.uk/ukpga/1998/29/contents>
 - Freedom of Information Act 2000
<http://www.legislation.gov.uk/ukpga/2000/36/contents>
 - All relevant NHS standards, guidance, protocols and mandates applicable to the service being provided

2.8 Variations to Terms

Variations may be made to this Contract to include deletions or additions to any terms and to alterations in the quantity, quality or price agreed.

A request for variation may come from the LCCG or the Provider and should be made in writing 30 days in advance of the date from which it is proposed the variation will become effective. It is intended that the LCCG and the Provider will mutually agree all such variations. In the event that no such agreement can be reached, the procedure outlined in Notices and Resolution of Disputes shall apply.

2.9 Exceptional Circumstance

Except as otherwise expressly provided, failure to comply with any of the terms, conditions and provisions of this Contract which is caused by exceptional circumstances shall not give the LCCG or the Provider the right to terminate this Contract if appropriate precautions, including due care and reasonable alternative measures, have been taken with the objective of carrying out its obligations under this Contract.

For the purpose of this Contract, exceptional circumstances means circumstances or occurrences beyond the reasonable control of the party which is affected and which prevents the party from performing in whole or in part its duties under this Contract.

It is intended that the LCCG and the Provider will mutually agree any changed situation arising out of exceptional circumstances. In any event

that no such agreement can be reached, the procedure outlined in Notices and Resolution of Disputes shall apply.

Both parties will ensure there are effective procedures for the management of all serious untoward incidents. The Provider will notify the LCCG if any arise; detailing risk assessment, corrective action taken and who has been notified both within the organisation and externally.

2.9.1 Significant Events

The Provider will:

- Supply the Commissioner with full details of all serious significant events occurring within services covered by this service level agreement, including details of actions taken to remedy these situations.
- Notify the Commissioner within one working day of any significant event/incident affecting patients, staff or premises giving rise to concern to the Service Implementation Manager. (Sharon.Elliott@liverpoolccg.nhs.uk)

The Provider is expected to provide the LCCG with the performance monitoring reports as specified at 6.1.

The Provider will be expected to attend a 6 monthly performance-monitoring meeting with the LCCG.

The Provider and the LCCG will also agree on activity and performance monitoring information that will be made available to wider partnership groups relevant to the service.

3.1.1 Joint responsibilities

It is the responsibility of both LCCG and Provider to:

- Adhere to this Contract
- Estimate the activity required to achieve health outcomes/targets for the commissioners patients
- Meet on a 6 monthly basis to discuss service monitoring and to ensure that the service meets the needs of those it is designed to serve.
- Actively monitor throughout the year and take action accordingly
- Work in partnership to share information
- Work in partnership with a commitment to service development
- Comply with an agreed exit strategy if contract is not to be renewed.

3.1.2 It is the LCCG's responsibility to:

- Commission the activity required to meet targets/health outcomes for its patients
- Base those estimates on realistic assumptions
- Ensure that LCCG and NHS Trust staff have the relevant information to ensure that referrals made to the Provider are appropriate and within the capacity agreed for the service.
- Monitor the reality against the original assumptions and to take action accordingly

3.1.3 It is the provider's responsibility to:

- Deliver the required activity
- Provide the information needed to allow the LCCG to carry out their responsibilities as set out above
- Ensure that staff and working procedures take account of current professional standards to carry out (the activity).
- Manage the referral list efficiently
- Manage the service capacity and client/patient access according to clinical and care priorities, patient client needs and access targets.

4 Service Specification

4.1 Services to be provided

Homeopathy Services:

The services will be provided to patients registered with a Liverpool GP with any illness/conditions that the referring GP assesses will benefit from homeopathic treatment.

All patients referred by their GP will be offered an initial assessment with a homeopath for the referred condition(s) and the opportunity to have up to four further follow up appointments.

Once the patient has been referred by their GP, the Provider must advise the patient at this stage that any homeopathic treatment is **not** a replacement for any conventional treatment that the patient is receiving or may receive in the future. The Provider will produce all necessary information about the service including information about homeopathic treatment and what it entails which **must** be given to each patient at the time the initial appointment is confirmed in writing. The Provider must obtain written consent from the patient to agree to any homeopathic treatment plan.

The best interests of the patient must be paramount in the decision to incorporate any therapy into practice. The Provider must also advise the patient if following initial assessment they do not feel that the patient will benefit from homeopathic treatment. In these circumstances, the patient will then be referred back to their GP and a letter sent to the referring GP advising them of this. The patient will be free to withdraw from treatment at any time. The patient will also be advised at this point that the maximum number of follow up appointments allowed is four.

If the Provider assesses that the patient is suitable for homeopathic treatment, a treatment plan will be agreed. Once the maximum number of sessions detailed above has been reached or if the patient and homeopath feel that the optimum result has been achieved before the fourth appointment threshold, the patient will be discharged from the service back to their own GP.

A follow up appointment will be arranged between the GP and patient at the end of the homeopathic treatment to ensure full discussion of the patient's progress. At this point the Provider will provide the GP with a report on the outcome of the homeopathic treatment and any progress made. If further treatment sessions are recommended by the Provider or requested by the patient, the GP will discuss this fully with the patient before coming to a decision as to the best interests of the patient of whether or not to refer again for homeopathic treatment.

The Provider is expected to fully comply with agreed protocols for dispensing homeopathic medicine.

The Provider will take a careful clinical history, noting the patient's particular symptoms, considering their past medical history, family history and conventional treatment they are already receiving. The Provider will also ask questions about the following:

- their dietary habits,
- their likes and dislikes,
- their reaction to heat and cold,
- their reaction to the weather,
- Their energy levels and sleep patterns.
- Their emotional state, temperament and personality
- And any stressful events in their life that might have contributed to their illness.

Materia Medica can be used from a doctor's knowledge or they can be aided by the use of a computer program.

The Provider will then arrange for the remedy to be posted out from their pharmacy to the patient's home address.

The remedy is usually given by tablet form and occasionally as powders or drops; they don't interfere with conventional treatment.

The Provider will arrange for the patient to be reviewed between six to eight weeks after the first remedy. Depending on their response to the first remedy, the following options of treatment could occur:

- The same remedy will be continued, either in the same strength or in a different strength.
- If the patient has had a sustained improvement the remedy can be stopped.
- If there has been no response to the initial remedy then the Provider will reanalyse and prescribe a different remedy.

Patients are reviewed every three, four or six months, depending on their response to treatment but can only receive one initial consultations that consists of 60 minutes and four follow up sessions. A follow up session is for a maximum 30 mins.

The Provider will offer homeopathy therapies that treat the following conditions:

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- Headaches and neurological diseases.
 - Asthma, hay fever and catarrh.
 - Recurrent chest infections.
 - Hypertension.
 - Angina and palpitations.
 - Irritable bowel syndrome, Crohn's disease and ulcerative colitis.

 - Recurrent urinary tract infections.
 - Benign prostatic hypertrophy.
 - Problems with the menstrual cycle, including painful irregular periods, premenstrual tension, infertility and the menopause.

 - Skins diseases – eczema, psoriasis, acne.
 - Arthritis and chronic back pain.
 - Allergies.
 - Chronic fatigue syndrome.
 - Depression and anxiety.

Exclusions:

- There is no exclusion based on age, gender or condition.

If the Provider is a GP, they will not be permitted to accept referrals from patients registered with their own practice or those of their partners. If the Provider is a GP and has a patient/ patients who they believe would benefit from referral to a homeopathic service they must refer the patient to an alternative homeopathic provider (i.e. Not themselves) on the LCCG approved provider list

4.2 Why this service is required?

The service supports conventional treatment that patients are receiving and aims to:

- Offer patient choice
- Provide patients with more consultation time, patients will receive 60 mins on first consultation whereas a regular GP consultation only offers 10 mins.
- Offer patients reassurance that every pathway of treatment is being explored.
- Create a relaxed, welcoming and positive environment, with the emphasis clearly focussed on patients' needs.
- Understand the 'person behind the illness' and to work with them as a partner in order that they feel confident in the treatment they are receiving.

The length of time for this contract is one year, and 2 months.

4.3.1 Referral / Access Process

Referrals may be made by General Practitioners only

In Old Swan Health Centre, services are provided as follows:

Monday 13:00hrs – 17:00hrs

Tuesday 09:30hrs – 13:30hrs

Faxed referrals can only be made to a 'safe haven' where confidentiality is assured.

All referral information and patient case notes will be retained by the service in a manner that would allow instant retrieval and inspection should a need for audit or query be identified.

All patient / client information will be held and dealt with confidentially complying at all times with the Data Protection Act 1998 and Freedom of Information Act 2000.

4.3.2 Timeliness of the service

Initial contact must be made with the patient/client within 1 (one) week of the receipt of referral.

Treatment must commence within 6 (six) weeks of receipt of referral unless otherwise requested by the patient.

4.3.3 Outcome reporting

Outcome reports will be submitted in the agreed format to NHS Liverpool Clinical Commissioning Group by the 15th working day of each month.

In accordance with NHS Caldicott Principles you are requested to submit patient named data to LCCG Performance and Intelligence Team marked 'Private and Confidential – to be opened by Addressee only' for paper records.

4.3.4 Discharge process

The Provider is required to write to the patient's GP after each consultation and following discharge from the service to report on the patient's progress outlining the patient's treatment plan and the patient reported outcomes following treatment. The referring GP should be contacted by the Provider in writing within 7 working days of discharge from the service provision.

4.4 Personnel

The Provider will ensure that the staff involved in the provision of the service are provided with professional leadership and guidance to enable them to deliver a modern service complying with current regulation, guidance and quality standards.

All doctors conducting homeopathy services must:

- Be Medically Qualified and registered with the General Medical Council
- Be Members of a recognised Medical Defence Body.
- Be A member of the Faculty of Homeopathy and maintain 30 hours of Continual Professional Development reading the subject of Homeopathy each year
- Maintain professional registration with their regulatory body and remain licensed to practice throughout the contract length.

The service will be required to have advanced Criminal Records Bureaux checks carried out on all staff that will be in contact with clients.

The LCCG and the Provider are committed to enhance the health status of residents of the area covered by the Contract by high quality service, innovation and development and to meet identified needs within the resources available to the LCCG and by joint initiatives with the Provider.

5.2 Confidentiality

All patient / client information should be processed in the strictest confidence in accordance with the Data Protection Act 1998 and the NHS Caldicott Principles for handling personal identifiable information. All staff who process patient identifiable information should undertake confidentiality training that ensures these requirements are addressed.

NHS provider services deemed to be 'trusted' organisations will have, or be working towards, the Connecting for Health Statement of Compliance (SoC) and N3 connectivity which guarantees the data will be handled appropriately.

5.3 Standards

The Provider will carry out the services in accordance with best practice in health care and shall comply in all respects with the standards and recommendations:

- NHS Constitution (26th March 2013)
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/170656/NHS_Constitution.pdf
- National Institute for Health and Care Excellence
<http://www.nice.org.uk/>
- Faculty of Homeopathy
<http://www.facultyofhomeopathy.org/>
- National Occupational Standards in Homeopathy
http://www.homeopathy.org.mt/national_occupational_standards_for_homeopathy.pdf

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- General Medical Practice - Good Medical Practice
http://www.gmc-uk.org/guidance/good_medical_practice.asp

The Provider will monitor adherence to quality standards and if requested provide a report to the LCCG. The provider should keep the LCCG informed about complaints in order to inform discussions about service quality.

The Provider shall ensure that all staff employed or engaged by the Provider are informed and aware of the standard of performance they are required to provide and are able to meet that standard. The Provider must ensure that adherence to such standards is routinely monitored and that remedial action is promptly taken where such standards are not attained.

6 Monitoring and Review

6.1 Patient Activity

The following activity will be recorded and provided to LCCG on the following basis:

The Provider will supply for each client contact on a monthly basis:

- NHS Number ID of patient, including sex, age, ethnicity, post code and general practitioner of clients currently receiving a homeopathy service from the Provider.
- Referrer and diagnosis, including date of referral.
- Details and numbers of treatments within each service component

The Provider will supply for each client contact on a 6 monthly basis:

- Audit reports

The Provider will supply for each client contact on an annual basis:

- Patient satisfaction questionnaires

The Provider will agree to any reasonable request for further information and will not refuse any reasonable request to allow the LCCG to inspect any records or client data relating to the service covered by this Agreement. Any information acquired by the LCCG as a result of any such inspection shall be confidential and its access will be regulated under the Data Protection Act.

6.2 Quality

The Provider will monitor adherence to the quality standards outlined in this Contract, and if requested provide a report to the LCCG.

In addition, the Provider will allow the LCCG at all times to view at first hand any of its activities directly related to those services covered by the terms of this Contract. The representatives of the LCCG must demonstrate their authority to visit the premises of the Provider and to observe the quality procedures in use. Where possible, visits will be arranged at a mutually convenient time between the LCCG and the Provider but the LCCG reserves the right to visit without notice. The LCCG will provide a report of each visit to the Provider.

6.3 Complaints

- The Provider shall maintain a complaints procedure compliant with the National Health Service (Complaints) Regulations 2004, amended 2006 and shall provide the other Party with such details relating to that complaints procedures as may reasonably be required.
- The Provider must designate one of its members to take responsibility for ensuring compliance with the arrangements made under these Regulations and that action is taken in light of the outcome of any investigation.
- The Provider shall appoint a complaints manager as responsible for day to day operation of the complaints procedure and shall notify the other party of its complaints managers name and contact details.
- The Provider shall inform patients and appropriate family members and representatives known to the Provider that they are entitled to use either the Provider complaints procedure or the Commissioners complaints procedure and shall make details of them available to the patient and his/her family.
- The Provider and the Commissioner mutually undertake to exchange information relating to complaints received by each of them and as requested by the other and the performance of its handling of complaints, and to use such information only in connection with the investigation of complaints and the Provider and the Commissioner further undertake to obtain consent from any Patient or Staff, to whom any such information is confidential, for such exchange and use.
- The Provider will provide the Commissioner with a summary report of the results of this monitoring on a quarterly basis commencing at the end of the first quarter of the first year of the contract.
- The Provider will undertake to utilise information from the monitoring of complaints to improve service provision where appropriate.

6.4 Outcomes

- Support conventional treatment that patients are receiving.
- To offer patient choice.
- Provide patients with more consultation time.
- Offer patients reassurance that every pathway of treatment is being explored.

6.5 Operational Review

Service review will be carried out by the LCCG, who will make recommendations with regard to performance and any variations to the contract. Further meetings may be arranged at any time to consider any significant variation in the terms or conduct of the Contract and where corrective action on either part is indicated.

6.6 Management of Risk

The Provider is required to produce business continuity plans that demonstrate they have robust plans in place to continue critical business in the event of an emergency or loss of functions and capabilities, including prolonged absence or staff vacancies. Plans should include assessment of potential risks and contingency plans. The Provider should make such plans available to the LCCG as requested.

7 Notices and Resolution of Disputes

7.1 Notices

It may be necessary from time to time for either LCCG or Provider to vary or cancel one or more of the provisions of the Contract. In such instances, a minimum 30 day Notice in writing of any proposed variation must be given to the other party.

Any Notice may be served by:

- Leaving the Notice at the usual office of the Chief Executive(s) – as given below – in which case the Notice shall be deemed to have duly served at the time of delivery.
- Sending the Notice by Recorded Delivery to the Chief Executive(s) in which case the Notice shall be deemed to have been duly served at the time of delivery.

Notices to the LCCG should be addressed to:
Chief Finance Officer
NHS Liverpool Clinical Commissioning Group
1 Arthouse Square
Seel Street
Liverpool
L1 4AZ

8 Service Agreement

8.1 Legal ownership of delivered product or material

N/A

8.2 Acceptance of this Contract for 2015/16

I accept this Contract on behalf of the LCCG.

Signature:	
Print Name:	
Designation:	
Date:	

I accept this Contract on behalf of Liverpool Medical Homeopathy Service

Signature:	
Print Name:	
Designation:	
Date:	

9 Appendix 1

9.1 NHS conditions of contract for the supply of services (August 2013)



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