



**JULY 2020**

**CONTRACT RELATING TO THE**

**PROVISION OF EMERGENCY HORMONAL CONTRACEPTION IN PHARMACIES ACROSS  
BARNSELY METROPOLITAN BOROUGH COUNCIL**

**BETWEEN**

**SPECTRUM COMMUNITY HEALTH CIC**

**AND**

**INSERT PHARMACY NAME**

## CONTENTS

### CLAUSE

1.	Background.....	1
2.	Effective Date .....	2
3.	[Not Used] .....	3
4.	Back-to-back agreement.....	3
5.	Indemnity from Provider and disputes .....	3
6.	Fees, charges and expenses .....	4
7.	Limitation of liability .....	4
8.	Term and termination .....	5
9.	Further assurance .....	7
10.	NHS Counter Fraud and Security Management .....	7
11.	Safeguarding, Mental Capacity and Prevent.....	7
12.	Patient Confidentiality, Data Protection, Freedom of Information and Transparency.....	9
14.	Third party rights.....	10
15.	No partnership .....	10
16.	Conflict .....	10
17.	Governing law and jurisdiction .....	10

### SCHEDULE

SCHEDULE 1	SPECIFICATION .....	11
SCHEDULE 2	FEES .....	20
SCHEDULE 3	PHARMACISTS .....	21
SCHEDULE 4	KPIs .....	<b>ERROR! BOOKMARK NOT DEFINED.</b>
SCHEDULE 5	OVERARCHING AGREEMENT.....	23
SIGNED CONTRACT	.....	24



THIS AGREEMENT is dated ..... 2020

**PARTIES**

(1) **SPECTRUM COMMUNITY HEALTH CIC** incorporated and registered in England and Wales with company number 7300133 whose registered office is at One Navigation Walk, Hebble Wharf, Wakefield, WF1 5RH ("**Spectrum**").

(2) ..... whose registered office is at .....  
.....  
..... ("**Provider**").

Each a Party, together the Parties.

**1. BACKGROUND**

(A) Spectrum and Barnsley Metropolitan Borough Council ("the Commissioner") have entered into an agreement for Barnsley Integrated Sexual Health Services pursuant to which Spectrum will provide sexual health promotion, prevention, support and information service provision, and treatment for and on behalf of the Commissioner, as further described in the Overarching Agreement (refer to Schedule 5).

(B) Spectrum as the lead Provider, under the Overarching Agreement, has agreed the Provider shall provide emergency hormonal contraceptive ("EHC") under subcontract on behalf of Spectrum from the following pharmacy locations:

.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....  
.....

(C) Spectrum and the Provider have entered into this Agreement on ..... 2020 to reflect these arrangements.

(D) Definitions and interpretation



1.1 The definitions below shall apply in this agreement:

**Overarching Agreement:** The Contract for the provision of Public Health sexual health services as part of the Barnsley Integrated Level 3 Service is between the Commissioner and Spectrum dated 1<sup>st</sup> July 2020 (attached in Schedule 5)

**Commissioner:** means Barnsley Metropolitan Borough Council;

**Provision of EHC in pharmacies across Barnsley District:** those services described in the specification described in Schedule 1.

**Fees and commissions:** means the payment identified in Schedule 2

**KPI's and Competencies:** means those described in Schedule 4

**Agreement:** the signed agreement attached at Schedule 5

1.2 Except as provided expressly in this Agreement, terms defined in the Overarching Agreement shall have the same meaning when used in this Agreement.

1.3 Except as provided expressly in this Agreement, the rules of interpretation in the Overarching Agreement shall apply to this Agreement.

1.4 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.5 In this Agreement:

(a) any reference to a "clause" or "Schedule" is, unless the context otherwise requires, a reference to a clause or Schedule in this Agreement,

(b) clause and schedule headings are for ease of reference only.

## 2. EFFECTIVE DATE

2.1 This Agreement shall have legal effect from ..... 2020, irrespective of the date it was entered into by the Parties and shall continue for the duration of the Overarching Agreement unless termination earlier in accordance with Clause 8. The Agreement will be reviewed annually.

**3. [NOT USED]**

3.1 [Not used]

**4. BACK-TO-BACK AGREEMENT**

4.1 The Provider shall not do anything or omit to do anything which would cause (or contribute to causing) Spectrum to breach its obligations to the Commissioner under the Overarching Agreement.

4.2 Without prejudice to the generality of clause 4.1 above, the Provider shall ensure that it prepares any documents, reports, or other materials for which it is responsible under this Agreement or under the Overarching Agreement in sufficient time to allow Spectrum to review, comment on and/or amend them so as to allow Spectrum to meet its own obligations to the Commissioner under the Overarching Agreement.

4.3 In order for Spectrum to comply with its obligations to the Commissioner under the Overarching Agreement, Spectrum may draft and notify to the Provider in writing such reasonable additional monitoring and reporting obligations as, in its sole discretion, it considers are necessary to discharge its obligations. The Provider shall comply with any such additional monitoring and reporting at its own cost.

4.4 The Provider shall not further subcontract or otherwise novate or assign its obligations in relation to the Services which are the subject of this Agreement.

**5. INDEMNITY FROM PROVIDER AND DISPUTES**

5.1 The Provider shall indemnify Spectrum against all losses, claims, demands, costs and expenses incurred or suffered by Spectrum due to the default of the Provider, including all claims for liquidated damages by the Commissioner against Spectrum as a result of entering into this Agreement and the Overarching Agreement, or which Spectrum may incur as a result of the Overarching Agreement being terminated.

5.2 Each Party shall give to the other Party notice in writing as soon as possible after it becomes aware of any dispute or claim between the Parties, and the Commissioner arising out of the Overarching Agreement.

- 5.3 Subject to clause 5.4 below, the Provider shall deal with any disputes that arise between Spectrum and the Commissioner arising out of the Overarching Agreement and shall control and pay in full for any litigation, arbitration, mediation, adjudication, expert determination or other dispute settlement procedure in which Spectrum might be involved as a result of entering into this Agreement and the Overarching Agreement, provided that Spectrum gives to the Provider written notice as required by Clause 5.2 above, whereupon the Provider shall be deemed to have sole authority to manage and settle such dispute.
- 5.4 Spectrum may, at its sole discretion, choose to deal directly with the Commissioner in relation to any dispute which may arise from time to time concerning the Services delivered under this Agreement.
- 5.5 The Provider shall pay Spectrum any amounts due to Spectrum within 30 days of the date of an invoice issued by Spectrum, unless otherwise stated in this Agreement.

## **6. FEES, CHARGES AND EXPENSES**

- 6.1 Spectrum shall pay to the Provider as full consideration for the performance by the Provider of its duties under this Agreement the Fees set out in Schedule 2 at the times specified in Schedule 2.
- 6.2 Spectrum shall pay all sums due to the Provider within 30 days from the receipt of a valid invoice.
- 6.3 Spectrum agrees to transfer all sums received from the Commissioner and due to the Provider under clause 6.1 above promptly and in full to the Provider. Spectrum may at its option set off against sums due to the Provider any sums due to Spectrum from the Provider under Clause 5 above.

## **7. LIMITATION OF LIABILITY**

- 7.1 Nothing in this Agreement shall limit or exclude the liability of either party for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
  - (b) fraud or fraudulent misrepresentation or wilful default; and
  - (c) any matter for which it would be unlawful to exclude or restrict liability.

7.2 Subject to clause 7.1 neither party shall be liable to the other party (as far as permitted by law) for indirect losses in connection with this Agreement.

7.3 Spectrum shall not be responsible to the Provider for any failure to perform its obligations under this Agreement where there is a corresponding failure by the Commissioner to perform its obligations under the Overarching Agreement, provided that Spectrum takes all reasonable steps to pursue its rights under the Overarching Agreement.

## **8. TERM AND TERMINATION**

8.1 This Agreement shall be effective from the Effective Date and shall continue in force until the parties have discharged all their obligations under it unless:

- (a) the Overarching Agreement is terminated for any reason, in which case Spectrum shall promptly notify the Provider in writing and this agreement shall terminate immediately and automatically, without further action being necessary by the Parties, and without payment of any compensation or damages;
- (b) if the Commissioner so elects, to transfer, assign or novate this Agreement to the Commissioner or a new provider without any payment of compensation or damages; or
- (c) this agreement is terminated by one of the parties under clause 8.3.

8.2 Spectrum may terminate this Agreement on written notice to the Provider if it is required to terminate the Overarching Agreement (since by that agreement it takes on some of the rights and responsibilities of the Commissioner).

8.3 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- (a) the other Party commits a breach of any material term of this Agreement (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;
- (b) the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

- (c) the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (d) the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other Party (being a company);
- (g) the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
- (i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 8.3(c) to clause 8.3(i) (inclusive);
- (k) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (l) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010); or



- (m) any warranty given in this Agreement or by virtue of clause 4 of this Agreement by the Provider to Spectrum under the Overarching Agreement is found to be untrue or misleading.

8.4 The parties acknowledge and agree that any breach of Clauses 4, 5 and 9 shall constitute a breach of a material term for the purposes of this clause.

## **9. FURTHER ASSURANCE**

At its own expense each Party shall and shall use all reasonable endeavours to procure that any necessary third party shall promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

## **10. NHS COUNTER FRAUD AND SECURITY MANAGEMENT**

10.1 The Provider must put in place and maintain appropriate arrangements to address security management and counter fraud issues.

## **11. SAFEGUARDING, MENTAL CAPACITY AND PREVENT**

11.1 The Provider must ensure that Service Users are protected from abuse and improper treatment in accordance with the Law, and must take appropriate action to respond to any allegation of abuse.

11.2 The Provider must ensure there are organisational policies and procedures to cover:

- Safeguarding;
- Mental Capacity and Deprivation of Liberty
- Prevent

11.3 The Provider must comply with the requirements and principles in relation to the safeguarding of children and adults, including in relation to deprivation of liberty safeguards, set out or referred to in:

- The 2014 Act and associated guidance;

- The 2014 Regulations;
  - The 1989 Act and the 2004 Act and associated guidance;
  - The 2005 Act and associated Guidance;
  - Safeguarding Guidance.
- 11.4 The Provider has adopted and must comply with the Safeguarding Policies and MCA Policies. The Provider has ensured and must at all times ensure that the Safeguarding Policies and MCA Policies reflect and comply with:
- The Law and Guidance referred to in 11.3;
  - The local multi-agency policies and any Commissioner safeguarding and MCA requirements.
- 11.5 The Provider must be able to evidence that they are trained in the mandatory training requirements relating to Safeguarding, Deprivation of Liberty, Prevent and a declaration of competence for use of the EHC PGD.
- 11.6 At the reasonable written request of Spectrum, and by no later than 10 operational days following receipt of that request, the Provider must provide evidence to Spectrum that it is addressing any safeguarding concerns raised through the relevant multi-agency reporting systems.
- 11.7 If requested by Spectrum, the Provider must participate in the development of any local multi-agency safeguarding quality indicators and/or plan.
- 11.8 To the extent applicable to the Services, and as agreed by Spectrum in consultation with the Regional Prevent Co-ordinator, the Provider:
- Include in its policies and procedures, and comply with the principles contained in the Government Prevent Strategy and the Prevent Guidance and Toolkit; and
  - Include in relevant policies and procedures a programme to raise awareness of the Government Prevent Strategy among staff and



volunteers in line with the NHS England Prevent Training and Competencies Framework; and

- Include in relevant policies and procedures a Prevent delivery plan that is sufficiently resourced with Prevent facilitators.

## **12. PATIENT CONFIDENTIALITY, DATA PROTECTION, FREEDOM OF INFORMATION AND TRANSPARENCY**

### **Information Governance – General Responsibilities**

12.1 The Parties acknowledge their respective obligations arising under FOIA, DPA and HRA, and under the common law duty of confidentiality, and must assist each other as necessary to enable each other to comply with these obligations.

12.2 The Provider must:

- provide guarantees in respect of its technical and organisational security measures governing the data processing to be carried out;
- process personal data only in accordance with these security measures;
- comply at all times with obligations equivalent to the Seventh Data Protection Principle.
- Allow rights of audit and inspection in respect of relevant data handling systems to Spectrum or any person authorised by Spectrum to act on its behalf.

## **13. COUNTERPARTS**

13.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.

13.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed

counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

- 13.3 No counterpart shall be effective until each Party has executed and delivered at least one counterpart.

**14. THIRD PARTY RIGHTS**

- 14.1 No-one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

**15. NO PARTNERSHIP**

Unless specifically stated otherwise, nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other Party.

**16. CONFLICT**

- 16.1 If there is any conflict between Schedule 1 or Schedule 2 and the other clauses and Schedules of this Agreement, the other clauses and Schedules of this Agreement shall take precedence.

**17. GOVERNING LAW AND JURISDICTION**

- 17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the law of England and Wales.
- 17.2 The Parties to this Agreement irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



## Schedule 1 Specification

Care Pathway/Service	Providing Emergency Hormonal Contraception (EHC) in pharmacies across Barnsley District
Spectrum CIC Lead	Director of Operations Spectrum Community Health CIC
Pharmacy Lead	Responsible Pharmacist in each Barnsley Pharmacy approved into the scheme
Period	..... 2020 until 30 <sup>th</sup> June 2025

Name of Pharmacy Accepted into the EHC Scheme		Review Date	01 07 2021
Pharmacist/Manager			

### 1. Purpose

#### 1.1 Aims

This service specification forms part of the agreement between Spectrum Community Health CIC (“Spectrum”) and ..... (“Provider”) of Emergency Hormonal Contraception (EHC) Services in pharmacies across Barnsley Metropolitan Borough Council.

This specification sets out the expectations and the processes for monitoring, evaluation and review of the specification.

#### 1.2 Evidence Base

There is strong evidence to support the use of EHCs to support women with pregnancy choices, reducing teenage pregnancy across Barnsley.

#### 1.3 General Overview

Spectrum has been awarded the contract to deliver an Integrated Sexual Health Service (ISHS) for Barnsley Metropolitan Borough Council from 1<sup>st</sup> July 2020 until 30<sup>th</sup> June 2025.

The Commissioner is integrating the GUM and CASH elements of the service and is putting greater focus on prevention of STIs and unintended conceptions. To bring this into practice we are managing and leading a service transformation which requires a change in the model for sexual health provision in Barnsley. Spectrum is delivering an integrated sexual health service with an increase in both the capacity for, and the impact of, the prevention element of the service. Spectrum is investing in dual training of clinical staff to deliver integrated holistic sexual health services in multiple locations. Spectrum uses various methods to increase access to sexual health services for targeted high risk groups. Spectrum is investing in a programme of education and support in schools and other non-school settings, incorporating innovative delivery methods. The service model will promote pro-active outreach work and deliver a one-stop-shop model

offering choice to reach all target groups.

The Service offer will be high quality, integrating contraception needs with STI prevention open to all, but also targeted at areas and groups at higher risk of STIs and unintended pregnancy. The pharmacy will preferably (though not essential) have extended opening hours including late nights and weekends. Spectrum has three (3) criteria for delivering the EHC element of the Service from pharmacies as described below.

### **1. High Quality.**

Competent pharmacist providing full choice of contraceptive methods:

All pharmacists delivering the Spectrum EHC scheme must have relevant in date documentation (self-declaration) to enable them to deliver the EHC. Pharmacists will be expected to evidence CPPE training (through DH) in order to deliver EHC, (attendance at the training launch event/annual update can be used as this evidence). Difficult cases can be discussed with the clinical team within ISHS. Spectrum will also support the professional development of all relevant practitioners and organisations in Sexual Health through guidance, professional network and sharing best practice.

Spectrum will also deliver access to EHC through the main ISHS Hub (Unit 1, Gateway Plaza, Sackville St. Barnsley S70 2RD)

It is the duty of the pharmacy commissioned to provide the sexual health (EHC) service to ensure that all individual pharmacists delivering this service from their premises are:

- Fit to Practise
- Suitable to deliver the service
- Can demonstrate they are competent to deliver the service

The commissioner may request evidence from a pharmacy for each pharmacist who has supplied EHC under this service, should they be required to evidence it.

The pharmacy commissioned is required to have a confidential consultation room (or area) and this should be used for consultations (including \*\*telephone/video consultations) for emergency contraception. It must:

- Ensure that there is sufficient space for customers, clients and staff members;
- Be kept clean and in good repair.
- Be laid out and organised for the purpose of consulting or providing a healthcare service.
- \*\*Be laid out and organised so that, once a consultation has commenced and is in progress, other members of staff (or customers) cannot interrupt the consultation or enter the room / area without permission.
- Not be used for storage of stock (other than stock that could be used or supplied during a consultation).

### **2. Integrated Service Delivery:**

STI risk discussion, and promotion of access to condoms for under 25yr olds, at the same time as the EHC discussion.

Pharmacies in the Spectrum EHC Scheme will as appropriate discuss STI risk and risk reduction, follow on contraception if not already in place, using the contraception choices document and direct to where STI testing and condoms can be

sourced online if needed. They will ask the patient for consent for a follow up phone call from ISHS to ensure that the care plan is complete, and the patient has provision for more appropriate contraception and any STI needs are met.

### **2.1. Relationship with other services**

The Contractor is required to develop and maintain links with other relevant services including:

- Spectrum community Health CIC is responsible for offering clinical advice about contraception and emergency contraception. It should be noted that residents can attend any sexual and reproductive health service in England free of charge
- GP practices
- Safeguarding Teams (Wigan Safeguarding Boards for Adults and Children)
- Other pharmacies

### **3. Targeted:**

To geographical areas of high need as evidenced by the sexual health intelligence data and information.

### **1.4 Objectives**

The objectives of the pharmacy EHC service is to:

- Promote contraceptive choice to meet the needs of each individual patient
- Reduce the numbers of unwanted pregnancies.
- Increase access to EHC.
- Promote the use of condoms in clients at risk of STI
- Promote STI testing, where appropriate, by assessing individual risk

### **1.5 Expected Outcomes of the Pharmacy EHC scheme**

- Women shall be supported to make a choice of contraception to meet their needs and fit their lifestyle.
- Delivery of EHC and appropriate follow up advice (Menstruation/Pregnancy Test/STI Screen/commence reliable method/referral in to sexual health services).
- Improved awareness of patients of STIs and how to avoid unintended pregnancy.

## **2. Scope**

### **2.1 Service Description**

The pharmacy will deliver EHC to appropriate females following assessment of their risk of pregnancy having presenting concerned of as the pharmacist identified risk of unwanted pregnancy.

Pharmacists meet Spectrums eligibility criteria in the delivery of EHC via Patient Group Direction (PGD) (LNG via PGD, UPA via P Medicine issue) and can be signed up to the EHC Scheme.

The EHC service will include discussion around STIs and risk reduction as appropriate, where to access condoms and using PGD (LNG only) to deliver EHC and where appropriate (19 and under) a Safeguarding Risk Assessment, and under

16 should be assessed as Fraser competent. The patient should also be supported with any side effects and follow up plan. The follow up with included a phone call from Spectrum integrated sexual health services to ensure compliance and offer support for any on-going sexual health needs. The associated payment will not exceed £10 (excluding drug costs which will be paid at NHS Tariff price of £5.20 for Levonorgestral and £14.05 for Ulipristal).

Spectrum will offer EHC pharmacies who meet the eligibility criteria set out in 3.1.

### **Safeguarding**

Pharmacies must follow Barnsley safeguarding procedures and reference the website for more info

<https://www.barnsley.gov.uk/services/children-families-and-education/safeguarding-families-in-barnsley/safeguarding-children-in-barnsley/>

### **2.2 Accessibility/acceptability**

The service will be open to all registered and resident women in Barnsley under the age of 25. Eligible postcodes/areas (WF4, S70, S75, S74, S73, S72, S71, S35, S36, S63, DN5, HD7, HD8, HD9).

### **2.3 Whole System Relationships**

The pharmacy delivering this service will establish partnerships or be familiar with relevant national and local organisations that will include:

- Spectrum Integrated Sexual Health Service
- Social Care Direct
- FSRH
- BASHH
- Termination of pregnancy services

### **2.4 Relevant networks and screening programmes**

- Barnsley Sexual health provider network

## **3. Service Delivery**

### **3.1 Service model**

Sub-contracting any part of the spec is not allowed, all practitioners must be verified by Spectrum as meeting the essential criteria.

#### **B. Integrated Service Delivery**

- Pharmacies in the Spectrum EHC Scheme will, as appropriate, discuss STI risk/testing and risk reduction, and access to condoms at the same time as the EHC in discussion. They will also discuss contraception choices using the document supplied and obtain consent for referral in to ISH Services.



**C. Targeted. Appropriate safeguarding of all must be paramount.**

To areas of high need as evidenced by the sexual health intelligence data and information.

- Undertake regular continuing professional development (CPD)
- Staff working in the pharmacy (dispensers/counter assistants/pharmacy technicians) need to be familiar with the scheme so they can ensure the patient has access to the appropriately trained pharmacist. The pharmacy must also comply with current infection control regulations.
- There should be an appropriate room to enable the patient/pharmacist to have a confidential consultation (including face to face/telephone/video).
- Identify women at risk of STIs by taking of a comprehensive clinical and sexual history and offer appropriate screening, referral to the Spectrum Community Health CIC website, so they can order their own Chlamydia Screening kits/STI Testing Kits and/or sign up to the C-Card scheme should they wish.
- Obtain informed consent prior to provision of EHC.
- Advise on use of condoms to prevent infection and further pregnancy risk, preferably in conjunction with a reliable method of contraception.
- Advice should be provided to the patient regarding action on any side effects or vomiting/diarrhoea and what to do about recommencing any existing oral hormonal contraceptive method.
- Adequate recording of consultation, batch number and expiry date of the EHC.

**For pharmacies eligible for EHC Scheme**

- Provide written and oral information about the EHC at time of administration/dispensing on follow up, expected side effects and effect on menstrual cycle and action on menstruation or amenorrhoea, which may require further tests/follow up.
- Produce an appropriate clinical record. Adequate recording should be made regarding the patients clinical and sexual history, the discussion, the delivery, patient consent, safeguarding and Fraser Competence assessments.
- Conduct an annual audit in line with Spectrums requirements. As a minimum, this will include provision of data regarding the demographics of patients received EHC, advised re access to condoms/chlamydia screening/STI testing and , referral to ISHS.
- The provider will be paid on the submission of a claim form through PharmaOutcomes. Any claims must be submitted on a monthly basis to the admin co-ordinator at Spectrum Community Health and will be paid monthly in arrears. Claims received three months after the date to which activity relates will not be paid. All claims must be signed by an authorised signatory i.e. the Pharmacy Manager or the Lead Pharmacist and display the pharmacy stamp.

### **3.2 Outcomes**

- Increased access to EHC, Chlamydia Screening and condom access.
- Increased sign-posting to ISHS.
- Improved access to ISHS by the reduction in patients attending for EHC
- Reduction in unwanted pregnancy for the Barnsley and its locations
- Holistic consultation that includes contraceptive choice discussion, access to C-Card and Chlamydia screening for under 25yr olds as appropriate, Safeguarding assessment and action as appropriate, Change in behaviour for safer sex, education
- Uptake of Long Acting Reversible Contraception (LARC).

### **3.3 Proactively Reducing Health Inequalities**

It is the responsibility of the provider to proactively reduce health inequalities in supplying this service. Health inequalities are the result of a complex and wide-ranging network of factors. People who experience material disadvantage, poor housing, lower educational attainment, insecure employment or homelessness, are among those more likely to suffer poorer health and an earlier death, compared with the rest of the population. As part of the strategy to reduce health inequalities, the service provider must provide evidence of engagement and collaborative working practices with all relevant organisations, to promote and improve health equalities within the relevant population.

All partners are required to work in compliance with NICE guidelines PH 9 on Community Engagement, in order to deliver the legal obligations on the 'Duty to Involve' legislation. It is expected that all engagement processes are adequately resourced, long term and embedded within service delivery.

As a minimum, data returns submitted should include the broad nature of the client/patients encounter, actual age, gender, ethnicity and full postcode if feasible, using standard classification systems where possible. Equality monitoring for all service users, including referrals and DNA's where appropriate, should also be recorded and reported typically as monthly, but no less than quarterly. Equality monitoring should include physical, sensory or learning disabilities as appropriate and the commissioners will agree specific data returns with the provider on top of those here listed.

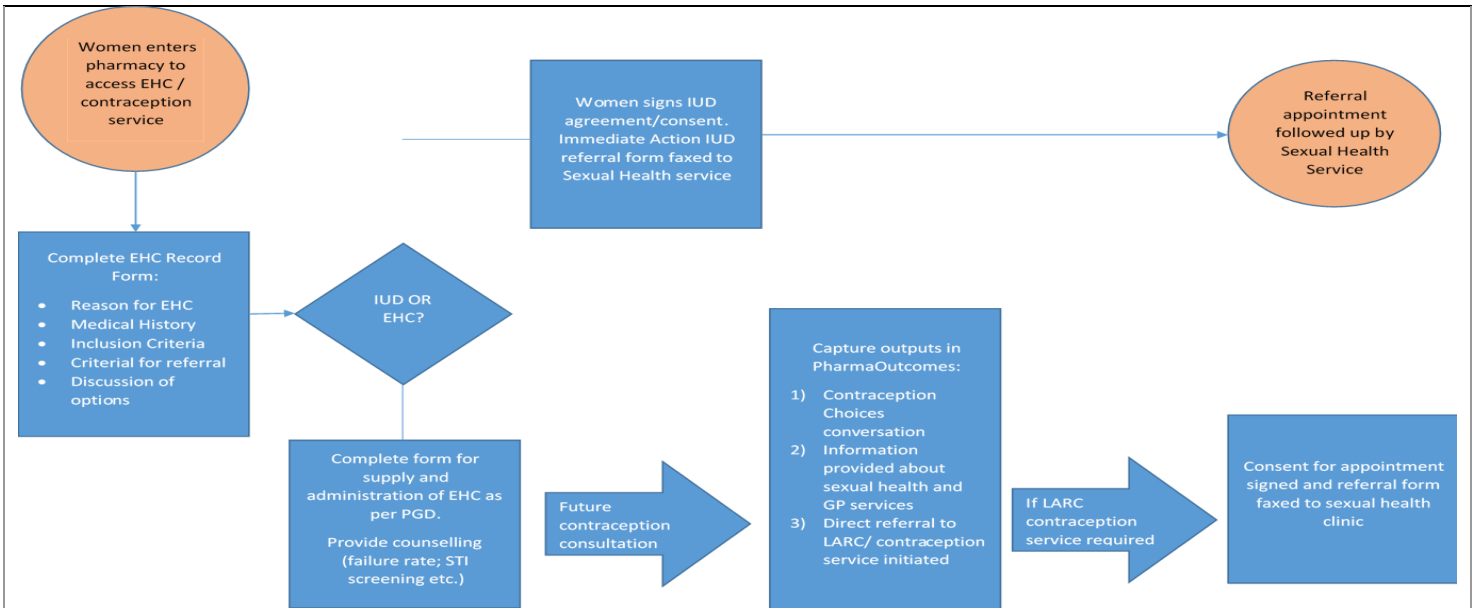
The service provider shall not discriminate unlawfully within the meaning and scope of any law, enactment, order, regulation or similar instrument relating to discrimination (whether in relation to race, gender, disability, religion or otherwise) in employment or in relation to the performance of the services. The service provider will facilitate the commissioners in meeting all its statutory responsibilities in this area.

### **3.4 Care Pathway(s) and referral criteria**

The pharmacy will establish care pathways and criteria with other agencies as appropriate e.g.

- Termination Services
- Spectrum Integrated Sexual Health Services
- The drugs and substance misuse teams
- The Sexual Assault Referral Centres (SARC)

#### **3.4.1 Patient Pathway for Pharmacy EHC Service:**



\*\*\*\*Referrals can be emailed to NHS.net account [schcic.bishadmin@nhs.net](mailto:schcic.bishadmin@nhs.net) in place of fax\*\*\*\*

### 3.5 Quality Standards

#### 3.5.1 Care Quality Commission Registration Regulations, Requirements

The service must be able to demonstrate compliance with all generic and service specific Registration Requirements, Regulations of NHSE and GPhC. The regulations and outcomes ensure that the care people receive meets essential standards of quality and safety.

##### 3.5.1.2 Involvement and Information

The provider will ensure that patients and carers where relevant are involved in making decisions about their care, treatment and support. They will also ensure that the views of people who use services are taken into account when making decisions about how services are delivered and improved. Providers shall make relevant information available so that people can make informed choices about their care, treatment and support.

##### 3.5.1.3 Personalised Care, Treatment and Support

The provider will ensure that people who use services receive effective, safe and appropriate care, treatment and support that meets their individual needs. Providers will assess health needs, develop care plans, take account of published research and best practice, and cooperate with other agencies involved in the care, treatment and support of a person and share information in a confidential manner with all relevant services, teams or agencies.

##### 3.5.1.4 Safeguarding and Safety

The provider will ensure that people who use the service, workers and others who visit are as safe as they can be and that risks are managed. They will also ensure that the human rights and dignity of people who use services are respected and identify and respond when people are in vulnerable situations. Providers will ensure that the premises and equipment they use to provide care, treatment & support are safe and suitable. Providers will comply with guidance for safeguarding people who use services from abuse, cleanliness and infection control, safety & suitability of premises and safety and suitability of equipment.

##### 3.5.1.5 Suitability of Staffing

The provider will ensure that they have the right staff with the right skills, qualifications, experience and knowledge to support people. Providers will comply with guidance relating to staffing and supporting workers.

### **3.5.1.6 Quality and Management**

The provider will manage risk in order to ensure that essential standards of quality and safety are maintained and have systems in place to assess and monitor the quality of service provision. Providers will also take account of comments and complaints, investigations into poor practice and advice from and reports by NHSE/GPhC. The provider will improve the service by learning from adverse events, incidents, errors and near misses, the outcome from comments and complaints and the advice from expert bodies. The provider will also notify the NHSE/GPhC about incidents that affect the health, safety and welfare of people who use services including injuries to people, making an application to deprive someone of their liberty, allegations of abuse and police investigations. Lessons will be learned from patient feedback obtained.

### **3.5.2 Quality Improvement**

The service will identify, implement and demonstrate continuous improvements to the quality of the service as part of their quality framework. Evidence of action plans, monitoring progress and improvements / outcomes achieved will be reported to the commissioner at regular intervals. These reports will be reviewed as part of the monitoring of the service.

### **3.5.3 Management & Monitoring of Quality and service review**

The service will provide a brief Annual Quality Report summarising to the commissioner assurance that care is safe; clinically effective; and provides patients with the most positive patient experience. The report will include service improvement planning and service review. This report will be used to assure the commissioner of the quality of service delivered. Annually participate in a whole service patient engagement and feedback exercise by sending out a Spectrum patient feedback form to all patients in receipt of the service.

### **3.5.4 Clinical Effectiveness**

The service will ensure that care is compliant with all relevant NICE guidance and other sources of evidence based practice e.g. BASHH and FSRH.

## **4. Referral, Access and Acceptance Criteria**

### **o Geographic coverage/boundaries**

The service will be open to all resident and registered women in Barnsley District.

### **o Location(s) of Service Delivery**

The service will be delivered in appropriate clinical setting accessible to the target group

The Provider will deliver the specified service in line with the following general principles:

- People are individuals and have the right to dignity, privacy and independence.
- All those involved in providing the service should have respect for any individual's gender, sexual orientation, age, race, religion, culture, lifestyles and values
- Service users should be encouraged and enabled to exercise control over the service they receive
- Services should be supportive of service users and their carer's and families
- Services should respond sensitively and flexibly to the service user's changing needs

## 5. Prevention, Self-Care and Patient and Carer Information

The service provider will provide appropriate information on services for users and carers

## 6. Monitoring and Audit requirements

### **Audit of the Initial 6 month period and Review**

Spectrum's EHC payment includes the consultation, follow up, STI discussion/screening advice/directing to condoms/online offer etc.

Pharmacies must send data on each EHC delivery within 1 month of attendance. Referral to ISHS for follow up should be done during working hours or the next working day.

The pharmacy lead and Spectrum will meet to discuss the quality report, patient feedback and service review.

### **Reporting requirement:**

- NHS Number
- Age
- Ethnicity (if known)
- Sexuality (if known)
- 4 digits of post code
- Name of Pharmacist carrying out the procedure
- Date of procedure
- All data must be received within 1 month of delivery to be eligible for payment.



## **Schedule 2      Fees**

The consultation undertaken at the Pharmacy will include a full patient assessment including Safeguarding and Fraser Competence (where applicable), and pharmacist will ensure the patient has consented to a follow up call from Spectrum Community Health's Barnsley Integrated Sexual Health Services. Pharmacies have the ability to join the C-Card scheme.

### **Fee breakdown:**

Consultation:                      £15.00 per patient consultation

Drug Costs (not to exceed the below pricing, subject to annual review)

Levonorgestrel (1500mg):      £5.20 (+VAT @ 5%)

Ulipristal (30mg)                £14.05 (+VAT @ 5%)



**Schedule 3      Pharmacists**

**PHARMACISTS INTENDING TO DELIVER SCHEME ON BEHALF OF THE PHARMACY  
LOCUMS/NEW EMPLOYEES CAN BE ADDED TO LIST AS AND WHEN REQUIRED  
EMAIL ANY UPDATES/ADDITIONS TO: [SCHCIC.BISHADMIN@NHS.NET](mailto:SCHCIC.BISHADMIN@NHS.NET)**

<b>PHARMACIST NAME</b>	<b>SIGNED</b>	<b>QUALIFICATION/ COMPETENCE</b>

<i>Activity: Performance Indicators</i>	<i>Method of measurement</i>	<i>Frequency of Monitoring</i>
Numbers of EHC delivered	PharmaOutcomes Performance Auto report	Monthly
Annual patient satisfaction survey	Quality Report	Annual
Number of service users by age, ethnicity and sexuality	PharmaOutcomes Performance Auto report	Annual
Number of patients who consented to follow up phone call from ISHS	Quality Report	Annual
Number of safeguarding referrals made to other agencies such as Social Care/Police	Quality Report	Annual
CPD done by pharmacists in relation to contraception (general overview)	Quality Report	Annual
Number and details of any reportable incidents	Quality Report	Annual





**Schedule 4      Overarching Agreement**

**Available on Request.**



**– Signed Contract**

<b>Signed for and on behalf of Spectrum Community Health CIC</b>	Name.....
	Role.....
	Signed.....
	Date.....
<b>Signed on behalf of</b> .....	Name.....
	Role.....
	Signed.....
	Date.....

**By signing the contract, you are confirming that the pharmacists listed as able to deliver the EHC are competent to do so and have completed appropriate training.**