



**AND**

**Name of Pharmacy Provider**

**AGREEMENT FOR THE SUPPLY  
OF  
EMERGENCY CONTRACEPTION SERVICES**

***1 April 2022 – 1 June 2023***

**DATED: 1<sup>st</sup> March 2022**

**Head Office: Thames Court, 2 Richfield Avenue, Reading, RG1 8EQ  
Company Number: 6475161**

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## **Schedules**

Schedule 1: The Service

Schedule 2: Fees, Invoicing and Payment Provisions

**BETWEEN:**

- (1) **Solutions 4 Health Ltd**, registered in England: number 6475161, whose registered office is at Unit 1 Thames Court, 2 Richfield Avenue, Reading, RG1 8EQ; and
- (2) **Name of Pharmacist** registered in **England number 0000** whose registered office is at **Enter address**

each a “Party” and together the “Parties”.

**WHEREAS:**

- A. Solutions 4 Health Ltd has entered into an agreement (the “**Main Contract**”) with Doncaster Council (“**Head Contractor**”) under which the Main Contractor has agreed to provide Sexual Health Services across the county.
- B. The Main Contractor has approval from the Head Contractor under the Main Contract that the Services described in Schedule 1 may be subcontracted to **Name of Pharmacist (Chemists) Ltd**, on the terms and conditions set out in this Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement, the following words and expressions shall have the following meaning unless the context otherwise requires:-

“**Adequate Procedures**” means adequate procedures, as referred to in section 7(2) of the Bribery Act 2010 and any guidance issued by the Secretary of State under section 9 of the Bribery Act 2010;

“**Affiliates**” means in relation to a company any legal entity controlling, controlled by or under common control with the company in question. “Control” for this purpose being the direct or indirect possession of the power to direct or cause the direction of the management or policies of such company or entity whether pursuant to the ownership of voting securities, by contract or otherwise;

“**Agreement**” means this Agreement together with the schedules and any appendices attached hereto or referred to herein;

“**Anti-Corruption Legislation**” means the Bribery Act 2010 and any other applicable laws and regulations prohibiting public or commercial bribery, extortion, kickbacks or other unlawful or improper means of conducting business;

<b>“Associated Person”</b>	means in relation to a company, a person (including an employee, agent, or subsidiary) who performs services for or on that company's behalf;
<b>“Costs”</b>	means, without limitation, all and any payments, penalties, costs, claims, demands, damages, compensation, fines, awards, losses and expenses (including any legal or other professional fees on an indemnity basis) and any other liabilities whatsoever (including, for the avoidance of doubt, in relation to Tax);
<b>“Commencement Date”</b>	means the date of this Agreement or such later date as may be agreed by the Parties;
<b>“Data Controller”</b>	means the entity which alone or jointly with others determines the purposes and the means of the Processing of Personal Data;
<b>“Data Subject”</b>	means a natural person whose Personal Data are processed in the context of this Agreement;
<b>“Data Protection Laws”</b>	means all applicable laws and regulations relating to data protection, privacy and the processing of Personal Data from time to time in force in any applicable jurisdiction, including without limitation the following (each as amended or replaced from time to time and any subordinate legislation made pursuant thereto): applicable EU legislation including but not limited to GDPR and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC)) and their national implementing legislations; the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) as amended, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699) and including where applicable guidance and codes of practice issued by the UK's Information Commissioner's Office;
<b>“Fees”</b>	means the fees for the Services calculated in accordance with Schedule 2 (Fees, Invoicing, and Payment Provisions);
<b>“GDPR”</b>	means the EU General Data Protection Regulation 2016/679;

<b>“Intellectual Property”</b>	includes any copyright, design rights, patents, inventions, logos, business names, service marks and trademarks, internet domain names, moral rights, rights in databases, data, source codes, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off, applications for registration, and the right to apply for registration, for any of these rights, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
<b>“Permitted Recipients”</b>	means the Parties to this Agreement, the directors, officers, staff, and employees of each Party, any third parties engaged to perform obligations in connection with this Agreement;
<b>“Personal Data”</b>	means any information relating to an identified or identifiable natural person including ‘special’ categories of personal data set out in Article 9(1) of the GDPR. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person;
<b>“Personal Data Breach”</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise Processed;
<b>“Processing of Personal Data” (or “Processing/Process”)</b>	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
<b>“Service”</b>	means the Emergency Contraception set out in Schedule 1 as amended from time to time;
<b>“Third Party”</b>	means any supplier of services fundamentally the same as the Services (either in whole or in

part) immediately before the Commencement Date;

**“TUPE”**

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law; and

**“Working Day”**

means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

In this Agreement:-

- 1.1.1 any reference to a statute or statutory provision includes, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time amended, consolidated, extended, re-enacted, or replaced and to all statutory instruments, orders, regulations, or rules made pursuant to it;
- 1.1.2 references to the singular includes the plural and vice versa, references to any gender includes a reference to all genders and references to a person includes natural persons, firms, partnerships, bodies corporate, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not incorporated and whether or not having separate legal personality);
- 1.1.3 unless the context otherwise requires, references to any clause, sub-clause or schedule is to a clause, sub-clause, or schedule of or to this Agreement;
- 1.1.4 all references to the parties include their permitted successors and assigns; and
- 1.1.5 any phrase introduced by the term “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and the words following any of those terms shall not limit the sense of the words preceding any of those terms.
- 1.2 The index and headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.3 Each of the Schedules to this Agreement shall have effect as if set out in full in the body of this Agreement.
- 1.4 In case of any conflict or inconsistency between the provisions of this Agreement and any Schedule, the provisions of this Agreement shall take precedence to the extent of any conflict or inconsistency only.
- 2. Commencement and Duration**
- 2.1 This Agreement shall commence on the Commencement Date (subject to the Main Contract being validly executed and confirmed as such in writing by the Main

Contractor) and shall, subject to the other provisions of this Agreement, continue until 1 April 2023 (“**Expiry Date**”) unless:

2.1.1 terminated in writing by either Party in accordance with clause 12; or

2.1.2 the Main Contract is terminated for any reason, in which case this Agreement shall terminate immediately, subject to all the rights of the Parties accrued up to the date of termination.

2.2 The Parties may agree to extend this Agreement beyond the Expiry Date on terms and conditions agreed at the time.

2.3 **Name of pharmacist** will provide Emergency Contraception for the Main Contractor as set out in Schedule 1 in accordance with the terms of this Agreement.

### **3. Price and Payment**

3.1 The Main Contractor will pay the Fees in accordance with the invoicing and payment provisions set out on Schedule 2.

3.2 The Fees set out in Schedule 2 will be subject to any applicable Value Added Tax at the prevailing rate.

### **4. Pharmacy Obligations**

4.1 **Name of Pharmacist Ltd**, shall:-

4.1.1 use reasonable endeavours to provide the Service in accordance with Schedule 1 in all material respects;

4.1.2 obtain and maintain all necessary licences and consents and comply with all applicable laws, enactments, orders, regulations, and guidance;

4.1.3 perform its obligations under this Agreement in compliance with all applicable laws, enactments, orders, regulations, and guidance; and

4.1.4 throughout the term of this Agreement and for as long time thereafter as may be regarded as necessary and customary in the health care sector, maintain an appropriate public liability and professional negligence insurance relating to the provision of the Service with an insurance carrier of good standing against whom the Main Contractor can raise no reasonable objection.

### **5. Main Contractor’s Obligations**

5.1 The Main Contractor shall co-operate with **Name of Pharmacy**, in all matters relating to the Service and appoint a Main Contractor manager who shall have the authority contractually to bind the Main Contractor on matters relating to the Service.

5.2 If at any time during this Agreement **Name of Pharmacy**, reasonably requests that a matter is raised with the Head Contractor or any document forwarded to the Head Contractor, the Main Contractor must raise such matter or forward such document on behalf of **Name of Pharmacy**, and provide the Pharmacy with any response received.

## **6. Liabilities**

- 6.1 Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees, agents, or subcontractors as applicable.
- 6.2 Subject to clause 6.1, the total aggregate liability of **Name of Pharmacy**, (and its respective Affiliates) to the Main Contractor and/or Head Contractor whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement will be a maximum of the total Fees paid or payable under this Agreement.
- 6.3 Subject to clause 6.1, neither Party shall be liable to the other for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

## **7. Intellectual Property Rights**

- 7.1 All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.
- 7.2 Each Party will have reciprocal Intellectual Property Rights and all other rights in any documents or materials produced pursuant to this Agreement.
- 7.3 Subject to clause 7.1, each Party will grant to the other a non-exclusive, non-transferable, and revocable right to use and reproduce its name and trade mark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trade mark will be agreed between the Parties and consent to such use will not be unreasonably withheld.
- 7.4 To the extent that any third party Intellectual Property Rights or Intellectual Property Rights belonging to the Head Contractor are used in the provision of the Services, the Main Contractor shall procure a royalty free non-exclusive license for **Name of Pharmacy**, to use the third party Intellectual Property Rights or Head Contractor Intellectual Property Rights to the extent required for the provision of the Services only. Such license shall automatically terminate on the expiry or termination of this Agreement.
- 7.5 Neither Party shall use any name or trade mark belonging to the other Party or their Affiliates in any way that may damage the goodwill of the other Party or that of its Affiliates.
- 7.6 The Main Contractor shall indemnify **Name of Pharmacy**, against all costs, expenses, claims, losses and damages arising directly or indirectly from any claim by a third party that any Intellectual Property supplied by the Main Contractor or by the Head Contractor infringes the trade mark, patent, copyright, design or other intellectual property right of such third party.
- 7.7 **Name of Pharmacy**, shall indemnify the Main Contractor against all costs, expenses, claims, losses, and damages arising directly or indirectly from any claim by a third party that any Intellectual Property supplied by **Name of Pharmacy**, infringes the trade mark, patent, copyright, design or other intellectual property right of such third party.



## **8. Confidential Information**

- 8.1 Each of the Parties agrees that it shall keep any information designated as confidential or which is otherwise clearly confidential in nature (“**Confidential Information**”) received by it from the other before or during the term of this Agreement and which relates to the business, assets, affairs, financial results, plans, customers and suppliers of the other Party or its Affiliates or of any third party strictly confidential and that it shall not use any such Confidential Information for its own benefit (save as is necessary in order to perform its obligations and/or exercise its rights under this Agreement) or disclose any such Confidential Information to any third party and that it shall ensure that no third party shall have access to it. Notwithstanding the foregoing, the Parties shall be entitled to disclose the Confidential Information to its employees, or to the employees of its Affiliates, to the extent that those employees have a genuine need to know the same to enable the Parties to perform their obligations or exercise their rights under this Agreement and who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorised disclosure or use on terms at least as stringent as those contained herein. (See section 9.6 below for obligations and requirements in regard to Safeguarding). The recipient shall be liable for acts by any of its Affiliates in violation of this Agreement as if they were actions or omissions of that Party.
- 8.2 The restrictions in clause 8.1 shall not apply to any Confidential Information which:-
- 8.2.1 the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;
  - 8.2.2 is in the public domain at the time of disclosure of the Confidential Information to the recipient or which subsequently comes into the public domain through no fault of the recipient;
  - 8.2.3 is subsequently disclosed to the recipient (other than subject to conditions of confidentiality and without any restriction on disclosure) by a third party which is itself not subject to any restriction on disclosure imposed by the disclosing party hereunder; or
  - 8.2.4 is required to be disclosed as a matter of law or by the rules of a recognised stock exchange provided the recipient notifies the disclosing party, if legally permissible, as soon as possible following any relevant demand or request for disclosure.
- 8.3 Each Party shall, if so requested by the other Party following termination of this Agreement, deliver up to the other Party or destroy all documents and (save to the extent that the same shall have been incorporated into the formal records of that party) other material in its possession or control which include or incorporate any Confidential Information of the other Party save that one copy of the Confidential Information may be kept by the legal department of each Party for audit purposes. All such incorporated or retained confidential information shall remain subject to the obligations set out in the preceding provisions of this clause 8.

In keeping with NHS Digital requirements, Pharmacies are required to retain patient information for a minimum of 7 years, see <https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/codes-of-practice-for-handling-information-in-health-and-care/records-management-code-of-practice-for-health-and-social-care-2016>

However, for Patient Group Directives (PGDs), patient clinical information must be kept for 8 years. For children all PGD documentation in a patient's clinical record must be kept until the child is 25 years old or for eight years after a child's death, <https://www.sps.nhs.uk/articles/retaining-pgd-documentation/> (August 2018).

## **9. Data Protection**

**9.1 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.

**9.2 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.

**9.3 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.

**9.4 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 B9 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

## **9.5 Definitions**

**9.5.1 Agreed Purposes:** the provision of certain community-based pharmacy services, including but not limited to emergency hormonal contraception.

**9.5.2 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.

**9.5.3 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).

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

**9.5.7 Shared Personal Data:** the personal data to be shared between the parties under clause 9 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.

## **10. Anti-corruption**

10.1 Each Party acknowledges that the Party is committed to eliminating all risk of bribery and corruption in its business relationships.

10.2 Each Party acknowledges and agrees that the other Party shall not be under any obligation to carry out any action or make any omission under this Agreement to the extent that it reasonably believes would be in breach of any Anti-Corruption Legislation.

10.3 Each Party acknowledges and agrees that neither it nor any third party has breached any Anti-Corruption Legislation in order for it to enter into this Agreement.

10.4 Each Party warrants and undertakes that:

10.4.1 it will not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 or is otherwise contrary to any Anti-Corruption Legislation;

10.4.2 it has, and will maintain in place, Adequate Procedures designed to prevent any Associated Person from undertaking any conduct that would give rise to an offence under section 7 of the Bribery Act 2010;

10.4.3 it, and each of its employees, directors, officers, subcontractors, agents and representatives that will do anything on its behalf in relation to (a) its commissioning, or selection as provider, for the Service (b) the performance of its obligations under this Agreement, has not taken, and will not take, in the name of, for the account of or on behalf of the other Party, any actions in furtherance of (and it has not omitted to and will not omit to take any action preventing): (i) an offer, payment, gift, promise to pay or give, or authorisation of the payment or giving of any money or anything else of value to any public official or to any other person or entity or (ii) the request for, agreement to or acceptance of any payment, gift, money or anything

else of value, in each case, which constitutes a breach of any Anti-Corruption Legislation; and

10.4.4 it will keep accurate and detailed books, accounts, and records on all business activity conducted pursuant to this Agreement.

10.5 Breach of any of the undertakings in this clause 10 shall be deemed to be a material breach of this Agreement.

## 11. **Staff**

11.1 The Parties agree that at the commencement of the provision of Services by Name of Pharmacy, TUPE shall not apply to transfer the employment of any employees of the Head Contractor, Main Contractor, or a Third Party to the Pharmacy.

## 12. **Termination**

12.1 Either Party may terminate this Agreement at any time on giving not less than [thirty (30) days' written notice] to the other Party.

12.2 Without prejudice to its other rights or remedies which the Parties may have, either Party may terminate the Agreement immediately by written notice to the other Party, if the other Party:

12.2.1 fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment;

12.2.2 commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that Party being notified in writing of the breach;

12.2.3 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; or

12.2.4 is unable to pay its debts or becomes insolvent, is the subject of any order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction), has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets, enters into or proposes any composition or arrangement with its creditors generally or is the subject of any events or circumstances analogous to the foregoing in any applicable jurisdiction.

12.3 On termination of this Agreement for any reason:

12.3.1 the Main Contractor shall, except where the Agreement is terminated due to **Name of Pharmacy**, material, or repeated breach, immediately pay all outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Pharmacy will submit an invoice, which shall be payable immediately on receipt; and

- 12.3.2 the accrued rights, obligations, and liabilities of the Parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 12.4 The following clauses shall survive termination of this Agreement and shall continue with full force and effect:-
- Clause 6 Liabilities
  - Clause 7 Intellectual Property Rights
  - Clause 8 Confidential Information
  - Clause 9 Data Protection
  - Clause 20 Publicity

**13. Force Majeure**

- 13.1 In this clause, "Force Majeure" shall mean any event or circumstance which is beyond the reasonable control of the Party affected by it including, but not limited to an act of God, local government or government (including but not limited to its compulsory acquisition and / or seizure of flu vaccine in the event of a flu epidemic or flu pandemic), war, fire, flood, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute affecting a third party (for which a substitute third party is not readily available).
- 13.2 If either Party is, or considers that it is likely to be, affected by a Force Majeure event, it shall promptly notify the other Party of the relevant event or circumstance.
- 13.3 Neither Party shall be in breach of this Agreement if any delay or failure in the performance of any obligation of that Party under this Agreement is caused, in whole or in part, by any Force Majeure and any time by which, or period within which, that obligation is to be performed shall be extended accordingly.

**14. Dispute Resolution**

- 14.1 If any dispute arises out of this Agreement or in relation to **Name of Pharmacy**, services as applicable under this Agreement, the Parties shall attempt to settle it by negotiation, who shall seek in good faith to resolve the dispute within twenty-one (21) days of the issue being referred, escalating it within their respective companies as necessary for this purpose.
- 14.2 If the Parties are unable to settle any dispute by negotiation within twenty-one (21) days, the Parties may elect to refer the dispute to mediation or an alternative form of dispute resolution however nothing in this Clause shall prevent the Parties commencing or continuing court proceedings at any time.

**15. Assignment/Sub-Contracting**

- 15.1 Neither Party shall assign, transfer, charge or otherwise deal with all or any of its rights under this Agreement without the prior written consent of the other Party. No such permitted assignment shall relieve either Party of any of its obligations under this Agreement.

**16. Benefit of Agreement (Third Party Rights)**

- 16.1 Save as otherwise expressly provided in this Agreement, no term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).

**17. No Partnership**

This Agreement does not create a partnership between the Parties and neither Party shall have any authority to act in the name or on behalf of, or otherwise bind, the other Party to any obligation.

**18. Waiver**

- 18.1 Neither Party shall be deemed to have waived the performance or breach of any provision of this Agreement unless it does so expressly in writing. No such waiver shall be deemed to be a waiver of any other past or future default or breach of such provision or any other provision of this Agreement.
- 18.2 No failure or delay by a Party in exercising any right under this Agreement shall be deemed to be a waiver of, or to otherwise prejudice, the exercise of that right.

**19. Severability**

- 19.1 If any term of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that will not affect the legality, validity or enforceability in that jurisdiction of any other term of this Agreement; or the legality, validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

**20. Publicity**

Each Party shall obtain written approval from the other prior to making any press release or public statement or announcement regarding this Agreement or any ancillary matter unless the release, statement or announcement is required by law any recognised stock exchange. Any such required announcement shall in any event be issued only after prior consultation with the other Party as to its contents.

**21. Conflict Between Provisions**

- 21.1 If there is any conflict between any provision in the clauses of this Agreement and any provision in any Schedule to this Agreement, the provision in the clauses of this Agreement shall prevail.
- 21.2 If there is any conflict between any provision in the clauses of this Agreement and any provision in the Main Contract, the provision in the clauses of this Agreement shall prevail.

**22. Costs**

Each Party shall pay the costs and expenses incurred by it in connection with the preparation, negotiation, and implementation of this Agreement.

**23. Entire Agreement and Amendments**

- 23.1 This Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes and extinguishes any prior written or oral agreement between them (or between the Main Contractor and **Name of Pharmacy**, concerning that subject matter notwithstanding the terms of any such prior agreement.
- 23.2 Each Party acknowledges that in entering into this Agreement, it has not relied in any representation, warranty, or other assurance.
- 23.3 The Agreement may only be amended or varied by a document in writing signed by a duly authorised person on behalf of each Party.

**24. Notices**

- 24.1 All notices given pursuant to this Agreement by the Parties shall be in writing and signed by or on behalf of the Party giving it and shall be deemed to be given when delivered in person or received by post or courier to the following respective addresses:-

Main Contractor: Solutions 4 Health Ltd Head Office  
Thames Court, 2 Richfield Avenue, Reading, RG1 8EQ  
T: 0118 334 1861  
Company Number: 6475161

For the attention of Leena Sankla FFPH, FRSPH  
Director of Public Health

**[Insert Pharmacy Name and Address ]**

For the attention of: **Name of Pharmacy**

or to such other addresses as any Party may notify to the other in writing.

- 24.2 Any notice given pursuant to this Agreement by post shall be deemed, unless the contrary is proved, to have been received two (2) days from the date of posting if from and to an address in the United Kingdom and five (5) days from the date of posting if from and/or to an address elsewhere.

**25. Counterparts**

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

**26. Governing Law**

This Agreement shall be governed by, construed, and interpreted in accordance with English law and the Parties hereby agree, for the purposes of this Agreement only, to submit themselves and any claim or matter arising under or in connection with this Agreement to the exclusive jurisdiction of the English courts.



**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement – and will last for the period 1<sup>st</sup> April 2022 to 31<sup>st</sup> of June 2023, with review on an annual basis.

## SCHEDULE 1

### Service Specification

#### 1. Background

Emergency contraception is intended for occasional use, to reduce the risk of pregnancy after unprotected sexual intercourse. It does not replace effective regular contraception.

Women who do not wish to conceive should be offered emergency contraception after unprotected sexual intercourse that has taken place on any day of a natural menstrual cycle. Emergency contraception should also be offered after unprotected intercourse from day 21 after childbirth (unless the criteria for lactational amenorrhoea are met), and from day 5 after abortion, miscarriage, ectopic pregnancy, or uterine evacuation for gestational trophoblastic disease.

Emergency contraception should also be offered to women if their regular contraception has been compromised or has been used incorrectly.

Hormonal emergency contraceptives (includes [Levonorgestrel](#) and [Ulipristal acetate](#)) should be offered as soon as possible after unprotected intercourse if a copper intra-uterine device is not appropriate or is not acceptable to the patient; either drug should be taken as soon as possible after unprotected intercourse to increase efficacy. Hormonal emergency contraception administered after ovulation is ineffective.

[Levonorgestrel](#) is effective if taken within 72 hours (3 days) of unprotected intercourse and may also be used between 72 and 96 hours after unprotected intercourse [unlicensed use], but efficacy decreases with time.

It is possible that a higher body-weight or BMI could reduce the effectiveness of oral emergency contraception, particularly [Levonorgestrel](#); if BMI is greater than 26 kg/m<sup>2</sup> or body-weight is greater than 70 kg, it is recommended that a double dose of levonorgestrel [unlicensed indication] (in *Emergency Contraception* under [Levonorgestrel](#)) is given.

Emergency hormonal contraception methods do **not** provide ongoing contraception. After taking [Levonorgestrel](#), women should start suitable hormonal contraception immediately. They must use condoms reliably or abstain from intercourse until contraception becomes effective. The copper intra-uterine device immediately provides effective ongoing contraception, (*Treatment Summary, Emergency Contraception, NICE. 2019*).

#### 2. Aim & Purpose

The purpose of the Emergency Hormonal Contraception (EHC) Pharmacy service for women aged 13 and over to: provide rapid access to confidential and free emergency contraception, support the promotion of safer sexual practices, and signpost women into appropriate services, such as the Doncaster ISHS, (known as Sexual Health Services 4 Doncaster) BPAS, or their GP.

The Pharmacy will deliver services in-line with the most recent best practice recommendations for Emergency Hormonal Contraception and sexual health services, as issued by the National Institute for Health and Clinical Excellence (NICE) The Faculty of Reproductive and Sexual Health Care (FRSH) and British Association of Sexual Health and HIV (BASHH).

### **3. Staffing Requirements**

The following qualifications, training and evidence are required to deliver the service:

- Pharmacist registered with the General Pharmaceutical Council
- Enhanced Disclosure and Barring Service (DBS) clearance. It is the responsibility of the Pharmacy to ensure that all staff providing the service hold a valid enhanced DBS, (valid for 3 years).
- Declaration of Competence (DOC) (HAG accreditation) should be completed for each pharmacist and updated every 2-3 years.
- Evidence of Safeguarding Training for Pharmacists within the last 3 years, preferably at Level 2 (see CPPE <https://www.cppe.ac.uk/services/safeguarding>)
- Understanding of Fraser Competence guidelines and understands the scope of practice within the PGD.

### **4. Premises requirements**

To deliver the EHC consultations the pharmacy should have the following in place:

- Private consultation room
- Display EHC Service times and Confidentiality policy (desirable)
- Computer access and printer
- Chaperone Policy
- On or offsite storage of clinical records and written policy for the management and culling of same
- Ensure compliance with the requirements of any relevant, agreed protocols and relevant legislation related to disability and health & safety.

### **5. Service requirements**

- The service can only be provided in a pharmacy approved by Solutions 4 Health.
- Service access times will be promoted on the Doncaster ISHS website <https://sexualhealthservices4Doncaster.co.uk/> for signposting clients to their local service.
- Community pharmacies will offer a user-friendly, non-judgmental, client-centred, and confidential service.
- If the EHC trained pharmacist(s) are not on site, then the EHC consultation and dispensing of drug cannot be delivered.
- Client privacy and confidentiality is of paramount importance, and each pharmacy must use a private room for consultations and clearly display the confidentiality policy
- All consultations will be recorded using the "PharmOutcomes" system and documentation of consultation will be in accordance with the General Pharmaceutical Council (GPhC) guidance Standards for documentation.
- EHC Pharmacies will provide support and advice to people accessing the service, including advice on safer sex, advice on the use of regular contraceptive methods and signposting to other sexual health services, when required.
- EHC Pharmacies will work with local networks for sexual health and the Integrated Sexual Health Service to ensure a robust and rapid referral pathway for people who need onward signposting to services that provide on-going contraception, for example Long-Acting Reversible Contraception (LARC) and diagnosis and management of sexually transmitted infections (STIs).
- Resources available to appropriately signpost clients for future health care including Make Every Contact Count MECC, Smoking Cessation services, Local GPs for contraception, and the Doncaster ISHS.

- Any client who is excluded from EHC must be referred onto the Doncaster ISHS or their GP within 24 hours, with a completed appropriate PGD Exemption Form.
- A copy of the anonymised exemption form must be sent to Solutions4Health monthly.
- EHC pharmacies may receive a visit from a mystery shopper within the next twelve months to ensure their service is young person friendly and meets the 'You're Welcome' Quality Standards.
- Each Pharmacy must have an up-to-date Safeguarding Policy which complies with local (Solutions4Health) and national guidelines. All safeguarding issues should be referred to the Doncaster ISHS safeguarding team.
- The pharmacy should provide literature to patients requiring information on: Sexual health including contraception, STIs, and on alternate locations where comprehensive screening and sexual health services are offered.

## 6. Information Governance

The Pharmacy will provide evidence of staff training in information governance and confidentiality that meets the minimum requirements for Information Governance, as set out in the Data Security and Protection Toolkit, NHS Digital 2019.

## 7. Eligibility

Before delivering a service, the Pharmacy must confirm the client's eligibility. The eligibility check will include confirmation that the client:

- Is aged 13 or over and meets guidelines for Fraser Competence if below 16.
- Resides within Doncaster.

## 8. Standard and Performance of Services

The Pharmacy will take reasonable steps to ensure that all service staff receives training, development, and instructions to enable the service to be delivered to agreed standards with due diligence and care.

Quality & Key Performance Indicators	Quality & Performance Indicators	Threshold
Service user experience.	Client satisfaction and young person 'mystery shopper'.	Reporting methods to be agreed with Solutions 4 Health.
Complaints.	Number of complaints received.	Reporting methods to be agreed with Solutions 4 Health.
Maintaining clinical skills.	Number of patients accessing the service.	Activity levels will be reviewed every 6 months with Solutions 4 Health.
Provision of service.	Availability of a Trained Pharmacist within the service clearly advertised.	Numbers of patients referred to other services will be monitored.
Promoting ongoing contraception and sexual health.	Number of patients referred from EHC episode to the Doncaster Integrated Sexual Health Service.	Repeat attendances for EHC will be reviewed with Solutions 4 Health every six months.

Performance will be monitored by Solutions4Health as part of the overall contract. If the above activity and performance measures are not met, support may be offered to assist the Pharmacy.

## 9. Information, Monitoring & Review Arrangements

Solutions4Health and Pharmacy leads shall meet on at least a quarterly cycle from start date of this agreement to consider performance and other service delivery issues.

If at any time during the period of the agreement either party becomes aware of any act or omission or proposed act or omission which prevents or hinders a party undertaking its obligations under this agreement, then the party shall notify the other party of this without delay.

The Pharmacy shall, on reasonable notice, comply with all written requests for information required in connection with their functions and in line with the data legislation set out above and will be observed in relation to all information exchanged between parties. This includes providing all such information as reasonably required by permitted third parties (including central government and the CQC; Care Quality Commission).

## **10. Quality Assurance & Audit**

- Evidence showing that the Pharmacy staff have appropriate skills, knowledge and that they are up to date must be provided to Solutions4Health.
- Entries on PharmOutcomes must be accurate and reflect the nature of the consultation held.
- Number of safeguarding referrals will be retained in the Pharmacy for monitoring purposes.
- If there are any quality issues regarding the service delivered, Doncaster ISHS will work with the pharmacy to improve outcomes and performance.

The Pharmacy will be able to refer to the specialist service for further management of sexual health needs, which will include pathways for young and vulnerable people.

All pharmacies must record all EHC consultations and prescriptions, using PharmOutcomes, including:

- Date of Consultation
- Client's Date of Birth
- Client's Postcode
- Completed EHC Consultation Form
- Exclusion form where appropriate and onward referral

Solutions 4 Health will agree a timetable for regular monitoring meetings with each pharmacy, to review the performance of the contract. In keeping with the audit requirements set out in the PGD, an audit will be carried out within the first year, with subsequent re-audits to be agreed. The audit should include at least 20 sets of patient notes or 50% (whichever is smaller). A summary of the audit should be sent to the appropriate person as per Solutions4Health/PGD policy.

## **11. Equality & Diversity**

The Pharmacy will comply with all Equality and Diversity requirements, particularly in relation to employment practices, the accessibility of services and information provision.

The sub-contractor must have due regard to relevant equality & diversity legislation, including the Disability Discrimination Acts 1995 and 2005, the Sex Discrimination Act 1975 as amended in 2006, the Race Relations Act 1976, as amended in 2000, and the Equality Act 2010.

## **12. Responsibilities of Commissioner & Description of support to be provided to the Pharmacy**

Doncaster ISHS will support the Pharmacy to provide this service.

This will include:

- Training updates for pharmacy staff to maintain their knowledge and skill.
- Service guidelines.
- Regular communication via telephone, email, newsletter, webpage) to provide ongoing support.
- Regular performance monitoring and review meetings.
- Data capture on PharmOutcomes to ensure payment as per price set out in the contract.

### **13. The Pharmacy undertakes to:**

- Provide the service detailed in this agreement under the EHC Patient Group Direction (PGD).
- Signpost clients to other providers when not providing the service and provide suitable support to clients (e.g. ring ahead to other provider etc).
- Ensure that individual pharmacists have read and signed the EHC PGD and a copy of the document is accessible within the service for reference and review.
- Maintain evidence of accreditation in accordance with the requirements of this agreement for each pharmacist providing the service, within the Pharmacy.
- Display the EHC available logo externally and where possible, designate window space for a display board or poster giving information on emergency contraception and how to obtain it locally. Solutions4Health will provide advice and guidance to each Pharmacy in the promotion of this service.
- Hold stock of and appropriately display copies of the Respect Yourself leaflets.
- Provide a service that is “young person friendly” according to the Department of Health You’re Welcome quality criteria.
- Maintain records of the service delivered to each client.
- Submit claims via PharmOutcomes monthly.
- Use a standardised referral letter when clients are excluded from treatment under the provisions of the PGD.
- Provide the client with information about EHC.

#### **13.1 Training Requirements**

- Registered Pharmacists must have accessed and completed training approved by Doncaster ISHS.
  - Mandatory training should consist of: Completion of Centre for Pharmacy Postgraduate Education (CPPE) e-Learning and e- assessment for Emergency contraception. Completion of CPPE Declaration of Competence (DoC) on Emergency contraception. Accessing any other relevant training, such as Level 2 Safeguarding, as stipulated by the Doncaster ISHS.

### **14. The Commissioner undertakes to:**

- Maintain a list of pharmacists who sign up to this agreement and ensure that this is updated appropriately. The list will be made available to all Community Pharmacy contractors.
- Provide a contact for any queries relating to this service.
- Provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment.
- Provide pharmacies with any display materials set out in the agreement.
- Provide up to date details of other services, which pharmacy staff can use to refer on service users who require further assistance.

## **Data Management**

### **Governance Arrangements and Patient Identifiable Information**

Service user identifiable data will be managed in accordance with the law and established good practice in health and social care settings. Both the provider and commissioner will adhere to Freedom of Information Act 2000 (FOIA), the common law duty of confidence, Data Protection Act 2018 (DPA), Human Rights Act 2000 (HRA) and GDPR 2016/679.

The Pharmacy must ensure that they have appropriate security policies, procedures and/or controls in place to manage service user identifiable data in accordance with the above legislation.

The Pharmacy will ensure that if they receive requests under any of the requirements set out in the above legislation they will be sent to the Solutions4Health Information Governance lead.

The Pharmacy will ensure that if they sustain an information security breach in regard to any Personal confidential data or organisationally sensitive data they will liaise immediately with the Information Governance Lead for Solutions4Health Ltd so that the relevant procedures for managing, investigating and reporting Information Governance SIRI breaches are adhered to promptly and effectively.

The Pharmacy will provide evidence of staff training in Information Governance and confidentiality that meets the minimum requirements for Information Governance, as set out in the Data Security and Protection Toolkit, NHS Digital 2019.

### **Types of Personal Data**

Personal Data will be processed by the Pharmacy under Article 6(1)(e) and Article 9(2)(h) of the GDPR and will include:

- data which identifies the recipients of the Service - such as name, contact details (which may include address, email address or phone number) and date of birth/age;
- data relating to the health of the recipient and details of any test or treatment provided by the Pharmacy.

### **Processing operations**

Personal data will be processed by the Pharmacy and/or the Main Contractor in order to:

- provide the Services under this Agreement;
- maintain records required for provision of the Service;
- invoice and receive payment from the Main Contractor; and
- quality assurance, performance management and contract management by the Main Contractor and/or the Head Contractor.

### **Duration of Processing**

The personal data processed by the Pharmacy and/or the Main Contractor will be subject to the above processing operations for the duration of the Agreement and subsequently where such retention is required by applicable law or for actual or prospective legal claims or as otherwise set out by either Party.

## SCHEDULE 2

### Fees, Invoicing and Payment

**Table 1: EHC Pricing - for clients without a prescription under a PGD.**

<b>EHC Consultation</b>	<b>Fee: £14.16</b>
<b>EHC dispensed drug**</b>	
<b>Levonorgestrel 1.5 mg tablet (e.g. Levonelle 1500) (1)</b>	<b>Fee: £ 5.20</b>
<b>Levonorgestrel 1.5 mg tablet (e.g. Levonelle 1500) (2)</b> i.e. if double dose required.	<b>Fee: £10.40</b>

**Table 1** details the prices for the service – including double doses - in 2020-22. The prices will be linked to changes in the drug tariff\*\* and are exclusive of VAT.

- Solutions4Health shall pay the service fee within 30 days at the end of each month, on receipt of a valid data extraction.
- A clear description of activity paid will be communicated to the Pharmacy via remittance advice monthly. To pay the Pharmacy, Solutions 4 Health will require bank details (BACS) to ensure payment.
- A Supplier Form will need to be completed to ensure correct details are documented, via PharmOutcomes.
- The Pharmacy consents to the disclosure of relevant information on the claim form for the purpose of Fraud prevention, detection, and investigation.
- With every claim, the Pharmacy will be required to declare that the claim they are making is correct and understands that action may be taken against them if an incorrect claim is made.



**Signatures**

We the undersigned agree that this Agreement sets out the service to be provided.

We accept the requirements and conditions set out in this document and agree that funding from Solutions 4 Health Ltd is subject to these conditions being met.

Signed by )

for and on behalf of )

**Name of Pharmacy.**

Signed by )

for and on behalf of )

**Solutions 4 Health Ltd**