

PUBLIC HEALTH COMMUNITY BASED SERVICES

LEICESTERSHIRE COUNTY COUNCIL AND RUTLAND COUNTY COUNCIL

Service Specification for the provision of Emergency Hormonal Contraception (EHC) to women under 25 years of age and of Chlamydia screening and treatment for 15-24 year olds.

Names & Contact Details:

This document represents the agreement between the community pharmacy and Leicestershire County Council and Rutland County Council for the following community based service and is an appendix to the Contract for the Provision of Public Health Services.

1.1 Service Covered: The provision of a community pharmacy based service for Emergency Hormonal Contraception to women under 25 years of age and Chlamydia screening and treatment for 15-24 year olds to be provided by the pharmacy.

1.2 Type of Agreement: Cost per case.

1.3 Agreement Period:

1.4 Party 1: The Commissioner detailed as "Local Authorities" in this Service Specification and refers to Leicestershire County Council and Rutland County Council

Leicestershire County Council, County Hall,
Glenfield, Leicester, LE3 8RA

Rutland County Council, Catmose Park Rd,
Oakham, Rutland LE15 6HP

1.5 Commissioner Contact: Janet Hutchins

1.6 Party 2: The provider of the service detailed as

“Community Pharmacy” in this Service
Specification:

Section 2: The Contract Price and Payment Method

- 2.1 The Community Pharmacy will be funded for this service, based on the service aims and criteria, on a cost per case.
- 2.2 The value of each case will be as follows:
- 2.2.1 Consultation with patient presenting for EHC £12.50
 - 2.2.2 Provision of EHC £6 (reimburse for drug cost at drug tariff rate).
 - 2.2.3 Additional payment of £6 (Consultation fee not included) will be made where a replacement dose (vomiting) or a 3000microgam dose has been provided.
 - 2.2.4 Payment for the supply of a double dose (enzyme-inducing drugs) is £12 drug + consultation fee.
 - 2.2.5 £6 per valid chlamydia screen (patient in the 15-24 year age range) based on the return of Chlamydia Kit for testing verified by the Chlamydia Screening Office. This payment includes treatment for all patients testing positive.
 - 2.2.6 The community pharmacy will be reimbursed for the Clamelle treatment at Chemist & Druggist Cost / Trade price the time of the claim plus VAT. Reimbursement for Clamelle Tablets will be made quarterly from the Integrated Sexual Health Service provider (Staffordshire & Stoke on Trent Partnership Trust SSOTP) upon receipt of the completed treatment form to the Chlamydia Screening Office of that service.
- 2.3.1 Payment for this service will be based on the submission of activity each month via the Activity Monitoring and Claim for Payment Form to the Local Authority and will be paid at the end of the following Month. (For Chlamydia screening: Contractors will be paid quarterly based on screening activity data provided by the Public Health team there is a time lag in receiving screening data from the laboratory which will be reconciled in the following financial year.)
- 2.3.1 **Forms submitted later than two months in arrears will not be processed.**
 - 2.3.2 **Notwithstanding 2.3.1, forms submitted later than one month after financial year end will not be processed.**
- 2.4 Electronic claim forms are available for Community Pharmacy to use and all providers overtime will be required to submit claims electronically.

- 2.5 Payment **will not** be made to the community pharmacy provider if an unaccredited pharmacist delivers the service.
- 2.6 This SLA will be reviewed by the Local Authority on an annual basis.
- 2.7 The pharmacy will be responsible for financing operational aspects of the service from within the agreed payment value. This will include all telephone costs, postage costs, stationery costs and any other miscellaneous costs associated with delivery of the service.

Section 3: The Service to be provided – Aims and Objectives

- 3.1 This document represents the Agreement between the Local Authority and the Pharmacy for the provision of Emergency Hormonal Contraception, and opportunistic Chlamydia screening and treatment.
- 3.2 This service must be delivered by accredited pharmacists (i.e. RPSGB registered) working at the designated community pharmacy and their name and registration number must be given on the service claim form.
- 3.3 The aim of this service is to reduce unintended pregnancy and improve sexual health for young people by:
 - Provision of free Emergency Hormonal Contraception (Levonelle) to women under 25 years in Leicestershire and Rutland in line with requirements of the locally agreed Patient Group Direction (PGD).
 - Active promotion of the Chlamydia Screening Programme, and raising general awareness of chlamydia and other sexual health issues to promote good sexual health.
 - Provision of opportunistic chlamydia screening to 15-24 year olds.
 - Treatment of chlamydia positive patients, via locally agreed protocol, including returning all required Chlamydia Screening Office paperwork to confirm treatment has taken place.
 - Collection of the necessary details to enable Chlamydia Screening Office to cross reference sexual partners of positive patients.
 - Management of stock of kits provided by the Chlamydia Screening Office.
 - Provision of clear signposting and advice in relation to services and of pathways patients will follow post chlamydia screening.
 - Strengthening of local network of contraceptive and sexual health services to help ensure easy and swift access to advice.

- Provision of advice on the use of condoms to prevent infection and of public health information on safer sex practices to increase the knowledge of risks associated with STIs.
- Provision of information packs and signage as detailed below.

EHC

- Levonelle (in accordance with PGD criteria)
- Condoms and information pack as provided by the Chlamydia Screening Office, of the LLR Sexual Health Service.
- Information about pregnancy testing sites and local sexual health services.
- Display of signage to promote service availability.

Chlamydia Screening

- Information pack provided by the Chlamydia Screening Office of the LLR Sexual Health Service, tailored to local needs in the area.
- Opportunistic chlamydia screening kit as provided by Chlamydia Screening Office.
- Signage and product placement.

Section 4: The Service Criteria

General

4.1 The Community Pharmacy must be compliant with all Essential Services as detailed in the community pharmacy Terms of Service.

4.2 It is a condition that provider pharmacies deliver the service using NHS accredited registered pharmacists who will offer a user-friendly, non-judgmental, client-centered and confidential service. The service offered will be in line with the 'You're Welcome' criteria which can be found at: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/216350/dh_127632.pdf The Pharmacy will allow 'mystery shop' assessment of this service by young people trained to participate in a mystery shop programme on behalf of the commissioner and will commit to receiving feedback from a mystery shop and agree actions with commissioners in response to feedback. Mystery shop will be a maximum of once per annum.

- 4.3 Pharmacists providing this service must have an enhanced level DBS Check
- 4.4 The pharmacy provider will provide support and advice to clients accessing the service, including advice on the avoidance of pregnancy and sexually transmitted infections (STIs) through safer sex and condom use, advice on the use of regular contraceptive methods, (including long acting reversible contraceptive methods (Intrauterine Devices, Contraceptive Implants and injectables) and provide onward signposting to services that provide long-term contraceptive methods and diagnosis and management of STIs.
- 4.5 Clients not eligible for these services will be referred as soon as possible to another local service that can assist them.
- 4.6 The community pharmacy providing the service must seek to ensure that the service is available during opening hours. If that is not possible the community pharmacy provider must demonstrate that they have undertaken an exercise in demand mapping and ensure that the Service is available at the times of highest demand and that this is clearly communicated to patients. If the pharmacist accredited to provide the service is not available, then:
- the contractor must alert the Local Authority and inform them of the duration of the suspension of the service
 - the Local Authority will provide (if required) a list of local alternate providers of the EHC service
 - the pharmacy staff on duty must be able to signpost patients to an alternate NHS or Local Authority funded source of Services.

4.7 Provision of EHC

- 4.7.1 Community pharmacy contractors (providers) will supply Levonorgestrel Emergency Hormonal Contraception (EHC) when appropriate to clients in line with the requirements of the locally agreed Patient Group Direction (PGD). The supply will be made free of charge to the client.
- 4.7.2 The community pharmacy providing the service shall annually deliver a minimum of 15 EHC supplies. Where this has not occurred, the provider must provide explanation as to why the minimum service level has not been met and demonstrate sufficient likely demand for the service in the following year. This will be assessed by the Public Health team and determination made as to whether the service provision from that contractor should continue.
- 4.7.3 Clients excluded from the service due to PGD criteria will be referred to another local service for prompt assistance e.g. GP, local Sexual Health Services, or will be informed of the opportunity to purchase the Pharmacy medicine.
- 4.7.4 The accredited pharmacist must work to the Local Authority Patient Group Direction and use Fraser competencies to ascertain whether to supply Levonorgestrel. If a client is deemed non-Fraser competent the pharmacist will signpost/refer the client to named contacts provided by the Local Authority.

Completion of a client record sheet (Appendix 2 of the PGD document) is required for every client.

4.7.5 All interaction with the presenting patient MUST take place in a private and confidential area. It is not appropriate, for this service that advice is given over the counter.

4.7.6 Non identifiable client information must be provided for each client contact and submitted in addition to the claim for payment. Information required is as detailed in Appendix E.

4.7.7 **Criteria for the supply of Levonelle**

- Supply must be made by the Local Authority accredited pharmacist.
- The pharmacy service provider must provide Levonelle and information as detailed in Section 3.
- Women who present and are outside the criteria for Levonelle, need to be advised of their options and signposted to appropriate services.

4.8 **Provision of Opportunistic Chlamydia Screening**

Service Provider Requirements

4.8.1 This service is in two parts: screening and treatment. Screening can be carried out by members of the pharmacy team who have had the appropriate training provided by the contractor. The pathway for Chlamydia screening is detailed in Appendix B. Treatment is to be provided under protocol by pharmacists as detailed in appendix C..

4.8.2 The community pharmacy will ensure all pharmacists providing this service, including locums attend the Local Authority organised training event before providing this service.

4.8.3 The community pharmacy will ensure pharmacists providing this service attend any future training events organised by the Local Authority.

4.8.4 The community pharmacy will provide all patients with postal chlamydia screening kits and ensure that patients are aware of the importance to return the sample taken within 24 hours.

4.8.5 The community pharmacy will encourage all patients to use on site or nearby toilets and return samples back to the pharmacy for the contractor to return them using the postal route, rather than relying on the patients to post.

4.8.6 The community pharmacy must conduct a risk assessment for the use of onsite toilet facilities and their insurance covers for public use of staff areas if applicable. The Local Authority will bear no responsibility for the use of these facilities by patients.

- 4.8.7 If no on site facilities are available, the community pharmacy will encourage patients to return postal screening kits back to the pharmacy for sending to the lab and ensure patients are aware that samples must be returned within 24 hours.
- 4.8.8 The number of returned chlamydia screening kits will be assessed by the Chlamydia Screening Office and the Local Authority on a quarterly basis. The Local Authority and the Chlamydia Screening Office will review the provision of service where contractors have a return rate of less than 20 per year and / or less than 50% return rate based on the number of kits supplied by the screening office. The offer of additional training and support will be made if necessary to ensure that the correct approach is being applied. However it may be necessary to confirm whether the provision and uptake of the service is appropriate in that particular area and if service provision from that contractor should continue.
- 4.8.9 The contractor will provide Clamelle under the product license and over the counter (OTC) following the Clamelle national eligibility protocol as detailed in appendix B to treat chlamydia positive patients screened by the pharmacy, completing and returning the required paperwork to the Chlamydia Screening Office to confirm treatment has taken place. **(Appendix D to be added)**
- 4.8.10 The Clamelle treatment will be made free of charge to the client at NHS expense.
- 4.8.11 The community pharmacy will provide the name(s) of the designated lead that the Chlamydia Screening Office will liaise with for the treatment of positive patients. The contractor will immediately notify the Chlamydia Screening Office of changes in the designated lead.

To support this contract the Chlamydia Screening Office of the LLR Sexual Health Service will:

- 4.8.12 Provide postal kits, posters and reasonable support materials, within ten working days of request as required by the contractor.
- 4.8.13
- 4.8.14 Facilitate liaison between the community pharmacy and the Chlamydia Screening Office
- 4.8.15 Inform the designated lead at the Community Pharmacy of patients with a positive screening result.
- 4.8.16 Collect information from patients with a positive screening result regarding sexual partners and encourage partner notification.
- 4.8.17 Monitor the chlamydia screening activity of each contractor and provide agreed management information and KPI reports to the respective Local Authority.
- 4.8.18 Offer support, information and advice to pharmacists and pharmacy teams as needed.

4.8.19 Provide training to meet the needs of pharmacists and pharmacy teams in order to ensure the safe and efficient running of the chlamydia screening service.

4.8.20 Contact all positive patients to arrange treatment and partner notification.

The Chlamydia Screening Programme will only take responsibility for managing those positive patients for whom the correct documentation (copy to be attached) has been recorded and received at the Chlamydia Screening Office.

Section 5: Accreditation

5.1 The Community Pharmacy must satisfy the Local Authority that Pharmacists are appropriately trained to provide the community based service detailed in the SLA. **Please refer to appendix A**

5.2 Each individual pharmacist offering this community based service, (for and on behalf of a pharmacy contractor), must be fully trained with accreditation recognised by the Local Authority.

5.3 In addition to the above training, individual accredited pharmacists must every three years attend a refresh session organised by the Local Authority and keep up to date with changes in clinical practice including the medications and regulations that may impact upon this service to ensure that they are able to provide the most up to date and effective service.

5.4 The Community Pharmacist delivering the service must have completed appropriate training to enable them to provide medication using a Patient Group Direction.

5.5 Up to date certificates of competency must be maintained and copies may be requested by the Local Authority.

5.6 **COMMUNITY PHARMACY PROVIDERS SHALL INFORM THE LOCAL AUTHORITY IMMEDIATELY SHOULD THE ACCREDITED PHARMACIST CEASE WORKING AT THE PHARMACY.**

5.7 The pharmacy must have an accredited confidential and private consultation area (as per MUR requirements).

Protocols

5.8 The Community Pharmacy will ensure that all health care professionals are compliant with the protocols for the clinical management of all patients in receipt of services commissioned. These protocols must in line with best practice clinical guidelines and be reviewed on a regular basis. The Community Pharmacy must ensure that all protocols reflect up to date national and local guidance and are amended in light of any changes.

5.9 The Community Pharmacy will have their own Standard Operating Procedure to support this SLA.

- 5.10 The Pharmacy will ensure attendance at appropriate training for staff to ensure safe and competent delivery of the services in this agreement.

Section 6: Human Resources

- 6.1 The registered Pharmacist, who will undertake the role, should have the full support of his/her Superintendent Pharmacist where appropriate.

Section 7: Premises for Service Delivery

- 7.1 The pharmacy provider will agree to ensure that the provision is subject to the requirements set out within the Pharmacy Code of Ethics and Standards and the Disability Discrimination Act.
- 7.2 Service providers must have a consultation area that is available for use when providing the Service. This consultation area will be deemed suitable if it meets the requirements for conducting a Medicines Use Review, approved by the Local Authority.
- 7.3 The pharmacy must ensure that the services are provided from the designated community pharmacy premises only.

Section 8: Quality and Quality Monitoring

- 8.1 Any significant variation or deviation in the quality of the service provided, as specified in the SLA, must be notified in writing to the Local Authority as soon as identified, with the proposed actions to rectify the performance.
- 8.2 The principles of Essential Service 8 Clinical Governance of the Community Pharmacy Contract fully apply where appropriate to this commissioned service.
- 8.3 Community Pharmacy providers are required to assess themselves against the Local Authority Clinical Governance Quality Framework to ensure compliance with the requirements set out within this c at the onset, and also on an ongoing basis to identify areas for development, which the pharmacy provider needs to address.
- 8.4 Any aspect of the community based service identified as requiring attention or development will inform development discussions between the Local Authority and the Community Pharmacy, and may thus inform changes to the SLA, as appropriate.

Section 9: Monitoring Service Delivery

- 9.1 The Local Authority and the Community Pharmacy will work collaboratively to monitor and evaluate the service as set out in this SLA.
- 9.2 For purpose of monitoring performance and service delivery, the Community Pharmacy will ensure the completed activity monitoring and claim for payment

form is submitted monthly to allow the SLA to be analysed and monitored by the Local Authority.

- 9.3 The pharmacy provider acknowledges and understands that the Local Authority will be reporting on performance by pharmacy (not anonymised)
- 9.4 The pharmacy provider maintains completed Sexual Health Monitoring Form in the Pharmacy and makes this available if requested by the Local Authority for monitoring purposes.
- 9.5 The pharmacy provider will also provide such information as may be required by the Department of Health, SHA and the Local Authority relating to the service provided.
- 9.6 In addition, this monitoring information will also inform the commissioning decisions of the Local Authority and will be a component of the Annual Review process with the Community Pharmacy.

Section 10: Review of SLA

- 10.1 Reports on activity, Clinical Governance Quality Framework and any relevant audit information will inform future reviews of the community based service.
- 10.2 The community based service, including the contract price in section 2 will be reviewed three months before the end of the term of this agreement and periodically thereafter.

Section 11: Indemnity

- 11.1 The Provider must ensure that professional indemnity cover is in place covering all accredited pharmacist staff, including accredited locums, and ensure that they all adhere to the quality standards and guidelines of the Royal Pharmaceutical Society of Great Britain (RPSGB) and local standards developed by the Local Authority.

Section 12: Remedies for Non Performance

- 12.1 The SLA is binding on both parties. Subject to clause 12.2 below, in the event of non-compliance with the terms of the SLA on the part of either party, a meeting will be instigated within 2 weeks to seek to resolve the matter. The purpose of this meeting will be to resolve the issue and where necessary devise a remedial plan to be implemented immediately. Should non-compliance continue and be identified through activity, quality and audit monitoring, either party can invoke the notice period for the termination of the SLA as stated in section 15.
- 12.2 The Local Authority may serve notice in writing on the Community Pharmacy terminating the SLA forthwith or with effect from such date as may be specified in the notice if:
 - 12.2.1 The Community Pharmacy has breached the terms of the SLA and the Local Authority considers that as a result of that breach, the safety of patients

is at serious risk if the SLA is not terminated; or

12.2.2 The financial situation is such that the Local Authority considers that it is at risk of material financial loss.

Section 13: Variation

13.1 This agreement and the protocol contingent to it may be updated to reflect any new Department of Health guidance on community based services. The LPC will be consulted where the changes might be substantive in respect of the protocol or material in respect of the Terms.

13.2 Pharmacy providers will be notified in writing in respect of such agreed variations. One month's notice will be required by either the commissioner or the provider to vary any part of this community based service except where both parties are in full agreement of the proposed variations.

Section 14: Resolving Disagreements

14.1 In the event that there is a disagreement between the Local Authority and the Community Pharmacy in connection with any provision of this SLA, the dispute shall first be discussed between the Community Pharmacy and the Local Authority in order to ascertain the exact nature of the disagreement and possible approaches to its resolution. The Local Authority or the Community Pharmacy may invite the LPC to help resolve any such disagreement.

14.1.1 In the event that the Community Pharmacy and the Local Authority are unable to reach a decision between them, then the disagreement shall be referred to the Primary Care Panel to make all reasonable effects to resolve the disagreement in good faith.

Section 15: Notice Period for Termination of the SLA

15.1 Either party may terminate the SLA during the period of agreement and is required to give 28 days written notice to the other party.

15.2 Notwithstanding anything in this SLA, the Local Authority may terminate this contract immediately upon written notice if:

15.2.1 The provider commits an irremediable breach of this contract and / or

15.2.2 The provider, having committed an irremediable material breach of this contract shall neglect or otherwise fail to remedy such a breach within such a reasonable time as shall be specified after being required in writing to do so by the Local Authority, or repeats such a remediable breach, or

15.2.3 The provider commits persistent minor breaches of this contract.

Section 16: Provider Risk Management Systems, Complaints, Incidents and Serious Adverse Events

16.1 Community Pharmacy risk management systems and processes must be in line with local and national guidance, and in accordance with the NHS Pharmaceutical Contractual Regulations 2012.

16.2 Serious Adverse Events

16.2.1 It is a condition of participation in this SLA that the Community Pharmacy will give notification, in addition to their statutory obligations, within 24 hours of the information becoming known to them, to the Local Authority, of all emergency admissions or deaths of any patient covered by this service, where such admission or death is, or may be, due to usage of drugs in question or attributable to relevant underlying medical condition. This is in line with the Local Authority Incident Reporting Process.

Section 17: Terms and Conditions

17.1 An authorised representative of the provider must indicate their acceptance of the terms of this SLA by signing and returning a copy of it to the Local Authority. Payments for Services will not be made unless or until the Local Authority has received such a signed copy.

17.2 The Local Authority and the pharmacy service provider acknowledge the key principles of the Local Authority, and will operate within all Local Authority standards, guidance, protocols and mandates.

17.3 The authorised signatory for the pharmacy service provider is responsible for ensuring that all claims made to the Local Authority are valid and accurate.

Section 18: Non Survival of Terms

18.1 No term of this SLA shall survive expiry or termination of the SLA

Section 19: Entire Agreement

19.1 This SLA constitutes the entire agreement between parties with respect to the subject matter.

19.2 This SLA supersedes any prior agreements, promises, conditions or representations, whether written or oral, and the parties confirm that they did not enter in to the SLA on the basis of any representations that are not

expressly incorporated into the SLA. However, nothing in this SLA purports to exclude liability on the part of either party for fraudulent misrepresentation.

Section 20: Waiver, Delay or Failure to Exercise Rights

- 20.1 The failure or delay by either party to enforce any one or more of the terms or conditions of this SLA shall not operate as a waiver of them, or of the right at any time subsequently to enforce all the terms and conditions of this SLA.

Section 21: Force Majeure

- 21.1 Neither party shall be responsible for the other failure or delay in performance of its obligations and duties under this SLA, which is caused by circumstances or events beyond the reasonable control of a party. However, the affected party must promptly on the occurrence of such circumstances or events:
- 21.2 Inform the other party in writing of such circumstances or events and of what obligation or duty they have delayed or prevented being performed; and take all action within its power to comply with the terms of this SLA as fully and promptly as possible.
- 21.3 Unless the affected party take such steps, this force majeure clause shall not have the effect of absolving it from its obligations under this SLA. For the avoidance of doubt, any actions or omissions of either party's personnel or any failures of either party's systems, procedures, premises or equipment shall not be deemed to be circumstances or events beyond the reasonable control of the relevant party for the purposes of this clause, unless the cause of the failure was beyond reasonable control.

Section 22: Compliance with Legislation and Guidance; Law and Jurisdiction

- 22.1 The Community Pharmacy shall comply with all the relevant legislation and have regard to all relevant guidance and policy issued by the Local Authority, the relevant Strategic Health Authority or the Secretary of State for Health.
- 22.2 This SLA shall be governed and construed in accordance with English law.

Section 23: No Subcontracting or Assignment

- 23.1 Except in the case of the sale of the business (i.e. the pharmaceutical contract) the Community Pharmacy shall not be permitted to give, sell, assign, subcontract or otherwise dispose of the benefit of any of its rights or obligations under this SLA without express permission in writing from the Local Authority.

Appendix A – Training Matrix.

The purpose of this matrix is to help you identify which training must be undertaken to achieve accreditation. The LA will consider request from Pharmacists who have been accredited in other LAs (previously CCGs) to provide this service. The Public Health Sexual Health lead will determine accreditation based on training undertaken.

Pharmacist Training Requirements		Evidence Required
<u>CPPE Modules</u> (open learning) <ol style="list-style-type: none"> 1. EHC 2. Safeguarding 3. Contraception 	New providers to complete prior to attending local EHC workshop. Existing providers to evidence completion.	Certificate of completion of CPPE module.
<u>Local Workshop</u> which covers <ul style="list-style-type: none"> • PGD • Working with young people • Local safeguarding • Local services and referral routes • Chlamydia screening 	Sessions organised and delivered by LLR Sexual Health Service. Contact: Service/name email telephone..... For details.	Certificate of attendance and refresh every 3 years
Pharmacy based training for delivery of Chlamydia Screening for pharmacy	LLR Sexual Health Service to provide training/support at commencement of service as required.	Sexual Health Service information.