
**CONTRACT FOR THE PROVISION OF
PUBLIC HEALTH SERVICES.
EMERGENCY HORMONAL CONTRACEPTION**

BETWEEN

**ROTHERHAM METROPOLITAN BOROUGH COUNCIL
(PUBLIC HEALTH)**

AND

[PHARMACY NAME]

This Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS WHEREOF the Parties have signed this Contract on the date shown below

**SIGNED by
Anne Charlesworth
for and on behalf of
the AUTHORITY**


Signature

Title Public Health Commissioning and Quality Manager (RMBC)

Date 29 / 12 / 2015

**SIGNED by
Teresa Roche
for and on behalf of
the AUTHORITY**



Signature

Title Director of Public Health (RMBC)

Date 29 / 12 / 2015

SIGNED by

**[Insert Authorised Signatory's Name]
for and on behalf of
the PROVIDER**

.....
Signature

.....
Title

.....
GPhC Registration Number

.....
Date

THIS AGREEMENT is dated 1st April 2016 – 31st March 2017.

BETWEEN:

- (1) **ROTHERHAM METROPOLITAN BOROUGH COUNCIL** of Riverside House, Main Street, Rotherham, S60 1AE acting through its public health department ("**Rotherham Public Health**");

AND

- (2) **[PROVIDER]** whose principal or registered office address is at **[insert address] [insert Company Number]** (the "**Provider**").

BACKGROUND

- (A) Rotherham Metropolitan Borough Council is required under section 2B of the National Health Service 2006 to take such steps as it considers appropriate for improving the health of people in its area. In pursuance of this function Rotherham Public Health (RMBC) has received a grant under Section 31 of the Local Government Act 2003.
- (B) As a condition of the grant referred to in (A) above Rotherham Public Health (RMBC) is required to commission certain services with these funds including drug and substance misuse services. This includes the provision of supervised consumption of substitute medication provision to service users in structured drug treatment in Rotherham.
- (C) Rotherham Public Health (RMBC) wishes to commission the Services from the Provider pursuant to the terms and conditions of this Agreement.
- (D) This Agreement forms part of a wider framework for the commissioning of Public Health Services delivering Substance misuse and Emergency Hormonal Contraception services, including the provision of certain services by the Rotherham, Doncaster and South Humber Mental Health NHS Foundation Trust ("**RDASH**") which are subject to separate contractual arrangements.

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 This Agreement shall be interpreted in accordance with the following definitions:

"ADR notice"	has the meaning set out in Clause 13.2.3
"Business Day"	means any day except Saturday, Sunday, Good Friday, Christmas Day and any public holiday;
"CEDR"	the Centre for Effective Dispute Resolution, the independent mediatory and dispute resolution body located at 70 Fleet Street, London EC4Y 1EU, England;
"Charges"	has the meaning set out in Clause 7;
"Commencement Date"	means 1 st April 2016;
"Confidential Information"	means the terms and conditions of this Agreement, together with all information in any form or medium which is not publicly available (either in its entirety or in the precise configuration or assembly of its components), together with any copies of that information in any form or medium or any part or parts of that information including patient information, accounts, business plans, strategies and financial forecasts, tax records,

	correspondence, designs, drawings, manuals, specifications, customer, sales or supplier information, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how and trade secrets;
"Consents"	all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required by law and all necessary consents and agreements required from any third parties from time to time for or in connection with the performance of the Services by the Provider in accordance with this Agreement;
"Dispute"	has the meaning set out in Clause 15.1;
"Dispute Notice"	has the meaning set out in Clause 13.1;
"Expiry Date"	<u>means 31st March 2017;</u>
"Good Industry Practice"	using standards, practices, methods and procedures conforming to NHS Requirements and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced person providing services which are the same as or similar to those Services provided by the Provider under a contract under the same or similar circumstances to those pertaining to this Agreement;
"Locum Pharmacist"	means a self-employed pharmacist who temporarily fulfills the duties of another pharmacist;
"NHS Requirements"	in relation to the Services, all mandatory NHS requirements and any similar official requests, requirements and NHS standards and recommendations having similar status for the time being in force, but only to the extent the same are published and publicly available (whether on the Department of Health website, any other NHS website or otherwise) or the existence and contents of them have been notified to the Provider by the Department of Health or CHCP;
"Pharmacist"	means a person employed or engaged by the Provider who is registered as a pharmacist with the General Pharmaceutical Council;
"Pharmacy"	means [insert details of pharmacy premises];
"Pharmacy SOPs"	means the standard operating procedures put in place by the Provider in accordance with paragraph 1.1 of Schedule 1;
"Provider Staff"	means the employees, directors, officers, agents, subcontractors and workmen of the Provider who are to be engaged in the performance of the Provider's obligations under this Agreement including locums or contractors;
"Services"	The services set out in Schedule 1 (Services) to this Agreement for the consultation and dispensing of Levonelle OneStep® to clients aged 16 years and over.
"Service User"	means a person accessing the Provider to receive the Services at the Pharmacy;

"Third Party" means the person identified in a Third Party Contract as a person authorised to collect substitute medication for an individual Service User;

1. In this Agreement unless the context otherwise requires:

- 1.1.1 the headings in this Agreement are inserted for convenience only and do not affect the construction or interpretation of this Agreement;
- 1.1.2 the schedules to this Agreement are and shall be construed as being part of this Agreement;
- 1.1.3 reference to any statute or statutory provision or direction includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before or after the date of this Agreement), and all statutory instruments or orders made pursuant to it;

2. **TERM**

This Agreement shall take effect from the Commencement Date and subject to Clause 21 (Termination) below end on the Expiry Date.

3. **OBLIGATIONS OF THE PROVIDER**

- 3.1 The Provider shall provide the Services from the Pharmacy during the term of this Agreement in accordance with Schedule 1 (The Services);
- 3.2 The Provider must at all times during the term of this Agreement be engaged by the NHS Commissioning Board to provide pharmaceutical services under Part 7 of the National Health Service Act 2006.
- 3.3 The Provider warrants to Rotherham Public Health (RMBC) that the Services will:
- 3.4 the service shall be provided by a practising Pharmacist registered with the General Pharmaceutical Council who have been accredited and are on the provider list kept by the NHS England.
- 3.5 must ensure that all staff delivering the contract maintain the relevant standards of professional competence throughout the term of the contract to ensure they are appropriately qualified, experienced and trained personnel in a professional and courteous manner, with a high standard of skill, care and diligence, in accordance with this Agreement and to such a high standard of quality as is reasonable for Rotherham Public Health (RMBC) to expect in all of the circumstances;
- 3.6 comply with all legislation and statutory requirements, NHS Requirements, implied terms, standards, regulations, codes of practice relating to the supply of services generally and the Services, Good Industry Practice and in compliance with all required Consents (including the giving of notices and the obtaining of any such Consents) and so as not to prejudice the renewal of any such Consents.

4. **HEALTH & SAFETY**

The Provider shall comply with the requirements of the Health & Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and any other Acts, Regulations, order or rules of law pertaining to health and safety.

5. **EQUITY AND DIVERSITY**

The Provider shall comply with the Equality Act 2010.

6. ASSIGNMENT AND SUB-CONTRACTING

The Provider shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written agreement of Rotherham Public Health.

7. PRICE

Rotherham Public Health (RMBC) shall pay the Provider the charges for delivery of the Services (the "**Charges**") in accordance with the provisions set out in Schedule 2 (Price) to this Agreement.

8. INSURANCE

8.1 The Provider shall put in place and/or maintain in force (and/or procure that its subcontractors shall maintain in force) at its own cost appropriate insurance in respect of its liabilities under this Agreement including:

8.1.1 Employers' liability;

8.1.2 Clinical negligence where the provision or non-provision of any part of the Services (or any other services under this Agreement) may result in a clinical negligence claim;

8.1.3 Public liability; and

8.1.4 Professional negligence.

8.1.5 The Provider must give the Authority on request, a copy of or a broker's placement verification of the Required Insurances insurance, together with receipts or other evidence of payment of the latest premiums due under those policies.

9. LIABILITY AND INDEMNITY

9.1 Without prejudice to its liability for breach of any of its obligations under this Agreement the Provider shall be liable to Rotherham Public Health (RMBC) for, and shall indemnify and keep indemnified Rotherham Public Health, its officers, servants and agents against any liability, loss (including direct loss of profit), damages, costs, expenses, claim or proceedings whatsoever in respect of:

9.1.1 any loss of or damage to property (whether real or personal) including any infringement of third party Intellectual Property Rights;

9.1.2 any injury to persons, including injury resulting in death; and

9.1.3 for any damage or liability incurred by Rotherham Public Health (RMBC) (including as a result of fraud or fraudulent misrepresentation by the Provider or claims by third parties), that result from or arise out of the Provider's negligence or breach of contract in connection with the performance of this Agreement or the provision of the Services (including the act or omissions of the Provider's employees, agents and Providers in the provision of the Services), except in so far as such loss, damage or injury has been caused by any act or omission by, or on behalf of, or in connection with the instructions of Rotherham Public Health, its employees or agents.

10. MONITORING

10.1 The Parties shall meet in accordance with paragraph 5 of Schedule 1 to review the Provider's performance under this Agreement.

10.2 The Provider shall submit reports to Rotherham Public Health (RMBC) in accordance with paragraph 5 of Schedule 1.

11. FREEDOM OF INFORMATION AND TRANSPARENCY

- 11.1.1 The Parties acknowledge their respective duties under the FOIA and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 11.1.2 If the Provider is not a Public Authority, the Provider acknowledges that the Authority is subject to the requirements of the FOIA and will assist and co-operate with the Authority to enable the Authority to comply with its disclosure obligations under the FOIA. Accordingly the Provider agrees:
- (a) that this Contract and any other recorded information held by the Provider on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA;
- (b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Authority;
- (c) that if the Provider receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Authority) and will promptly (and in any event within 2 Business Days) transfer the request to the Authority;
- (d) that the Authority, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Provider and this Contract either without consulting with the Provider, or following consultation with the Provider and having taken its views into account; and
- (e) to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by a Authority within 5 Business Days of such request and without charge.
- 11.1.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.
- 11.1.4 Notwithstanding any other provision of this Contract, the Provider hereby consents to the publication of this Contract in its entirety including from time to time agreed changes to this Contract subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.
- 11.1.5 In preparing a copy of this Contract for publication pursuant to clause B38.4 the Authority may consult with the Provider to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Authority's absolute discretion.
- 11.1.6 The Provider must assist and co-operate with the Authority to enable the Authority to publish this Contract.

- 11.1.7 In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Authority will be disclosing information on its website in relation to monthly expenditure over £500 (five hundred pounds) in relation to this Contract. The information will include the Provider's name and the monthly Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.

12. DATA PROTECTION

- 12.1 In this Clause 14 the terms "Data Processor", "Data Subject" and "Personal Data" shall have the meaning given in the Data Protection Act 1998 (the "**DPA**").
- 12.2 The Provider undertakes that it will comply, and will cause its employees, agents and sub-contractors to comply, with the DPA, the NHS code of practice on confidentiality and all applicable data protection laws in connection with the performance of its obligations under this Agreement.
- 12.3 To the extent that the Provider is acting as a Data Processor on behalf of Rotherham Public Health, the Provider shall, in particular, but without limitation:
- 12.3.1 only process such Personal Data as is necessary to perform its obligations under this Agreement, and only in accordance with any instruction given by Rotherham Public Health (RMBC) under this Agreement;
 - 12.3.2 put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;
 - 12.3.3 take reasonable steps to ensure the reliability of Provider Staff who will have access to such Personal Data, and ensure that such Provider Staff are properly trained in protecting Personal Data;
 - 12.3.4 provide Rotherham Public Health (RMBC) with such information as Rotherham Public Health (RMBC) may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;
 - 12.3.5 promptly notify Rotherham Public Health (RMBC) of any requests for disclosure of or access to the Personal Data;
 - 12.3.6 promptly notify Rotherham Public Health (RMBC) of any breach of the security measures required to be put in place pursuant to this Clause 14; and
 - 12.3.7 ensure it does not knowingly or negligently do or omit to do anything which places Rotherham Public Health (RMBC) in breach of Rotherham Public Health's obligations under the DPA.
- 12.4 The Provider agrees to indemnify Rotherham Public Health (RMBC) against any liabilities, costs and expenses that are incurred or arise out of its failure, or the failure of its employees, agents and sub-contractors, to comply with the DPA or other applicable data protection laws.

13. CONFIDENTIALITY

- 13.1 The Party receiving Confidential Information (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any Confidential Information to any third party, without the Party who disclosed the Confidential Information (the "**Discloser**") prior written consent provided that:

- 13.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Agreement and which were not covered by any previous obligation of confidentiality; and
- 13.1.2 the provisions of this Clause 13.1 shall not apply to any Confidential Information which:
- (a) is in or enters the public domain other than by breach of this Agreement or other act or omissions of the Recipient;
 - (b) is obtained through a third party who is lawfully authorised to disclose such information; or
 - (c) is authorised for release by the prior written consent of the Discloser.
- 13.2 The Provider shall not make any or permit to procure to be made any public announcement or disclosure (whether for publication in the press, the radio, television screen or any other medium) of any Confidential Information unless otherwise required by any law or any regulatory or governmental authority (but only to that extent) or otherwise publicise the existence of or disclose to any person the provisions of this Agreement without the prior written consent of Rotherham Public Health.
- 13.3 The provisions of this Clause 13 shall continue following termination of this Agreement for any reason whatsoever and without limit in time.

14. VARIATION

- 14.1 This Agreement may be varied at any time by written agreement between the Parties.
- 14.2 Where a variation varies the Services to be provided under this Agreement it shall take effect not less than three (3) months from the date that the parties agree to the variation, unless the parties agree that the variation may take effect before this date.

15. DISPUTE RESOLUTION

- 15.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("**Dispute**") then, except as expressly provided in this Agreement, the parties shall follow the dispute resolution procedure set out in this clause:
- 15.1.1 if the chief executive of Rotherham Metropolitan Borough Council and chief executive [or equivalent] of the Provider are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ("**ADR notice**") to the other Party requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than fourteen (14) days after the date of the ADR notice. Unless otherwise agreed by the Parties, the place of mediation shall be nominated by the mediator.
- 15.2 No Party may commence any court proceedings in relation to any dispute arising out of this Agreement until thirty (30) days after the appointment of a mediator, provided that the right to issue proceedings is not prejudiced by a delay.
- 15.3 Either Party may terminate this Agreement at any time by giving the other Party three (3) months' written notice (or such other period as the Parties may agree), having regard to the continuation of the Services to Service Users as relevant.
- 15.4 Either Party may terminate this Agreement by notice in writing with immediate effect where:

- 15.4.1 the other Party 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 thirty (30) days of that Party being notified in writing of the breach by the other (unless Rotherham Public Health (RMBC) is satisfied that a shorter period is necessary to protect the safety of Service Users or protect itself from material financial loss); or
- 15.4.2 the other Party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, 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 or becomes insolvent (meaning a party has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding up or a court makes a winding up order in respect of it or enters into any composition with its creditors or it ceases to carry on business).
- 15.5 Rotherham Public Health (RMBC) may terminate this Agreement by notice in writing with immediate effect where the Provider is in breach of Clause 3.2 above.
- 15.6 The Provider acknowledges and agrees that any breach by the Provider of Clauses 3 and 8 shall constitute a material breach of this Agreement for the purposes of Clause 15.4.1.

16. **GOVERNING LAW AND JURISDICTION**

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, English law, and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

17. **THIRD PARTIES**

A person who is not a Party to the Agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18. **RELATIONSHIP BETWEEN THE PARTIES**

- 18.1 This Agreement is a contract for the provision services. The Provider is an independent supplier of services and not an employee, partner or agent of Rotherham Public Health. The Provider must not represent or conduct its activities so as to give the impression that it is the employee, partner or agent of Rotherham Public Health.
- 18.2 Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way.

19. **SEVERANCE**

- 19.1 If a court or any other competent authority finds that any provision (or part of any provision) of this Agreement is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 19.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20. **WAIVER**

The failure or delay by either party to enforce any one or more of the provisions of this Agreement shall not operate as a waiver of them, or of the right at any time subsequently to enforce all provisions of this Agreement. Any waiver of any breach of this Agreement shall be in writing.

- 20.1 Rotherham Public Health (RMBC) may terminate this Agreement by notice in writing with immediate effect where the Provider is in breach of Clause 4.2 above.
- 20.2 The Provider acknowledges and agrees that any breach by the Provider of Clauses 3 and 8 shall constitute a material breach of this Agreement for the purposes of Clause 15.4.1.

21. NOTICES

- 21.1 Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at the address specified in this Agreement.
- 21.2 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 21.3 This Clause 21.3 shall not apply to the service of any proceedings or other documents in any legal action.
- 21.4 For the purposes of this Clause 20, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Agreement shall not be validly served if sent by e-mail.

22. TERMINATION

- 22.1 Either Party may terminate this Agreement at any time by giving the other Party three (3) months' written notice (or such other period as the Parties may agree), having regard to the continuation of the Services to Service Users as relevant.
- 22.2 Either Party may terminate this Agreement by notice in writing with immediate effect where:
 - 22.2.1 the other Party 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 thirty (30) days of that Party being notified in writing of the breach by the other (unless Rotherham Public Health (RMBC) is satisfied that a shorter period is necessary to protect the safety of Service Users or protect itself from material financial loss); or
 - 22.2.2 the other Party suspends, or threatens to suspend, payment of its debts, is unable to pay its debts as they fall due, 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 or becomes insolvent (meaning a party has a receiver, administrator or provisional liquidator appointed or passes a resolution for its winding up or a court makes a winding up order in respect of it or enters into any composition with its creditors or it ceases to carry on business).
 - 22.2.3 Rotherham Public Health (RMBC) may terminate this Agreement by notice in writing with immediate effect where the Provider is in breach of Clause 3.2 above.
 - 22.2.4 The Provider acknowledges and agrees that any breach by the Provider of Clauses 3 and 9 shall constitute a material breach of this Agreement for the purposes of Clause 215.4.1.

SCHEDULE 1

THE SERVICES

1. The Services

- 1.1 By the Commencement Date, the Provider shall put in place a standard operating procedure ("**Pharmacy SOP**") which shall be reviewed at the discretion of Rotherham Public Health, such reviews to be undertaken at least annually. The Provider shall adhere to the Pharmacy SOP at all times in the delivery of the Services under this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Pharmacy SOP, the provisions of this Agreement shall prevail.
- 1.2 The Provider must ensure that the Pharmacy SOP covers, to the satisfaction of Rotherham Public Health, the dispensing of Controlled Drugs in accordance with this Agreement.
- 1.3 The Services shall be delivered in an identified consultation area within the Pharmacy. This area shall be such that Service Users confidentiality and privacy is maintained at all times. Access to the area shall be controlled by the Pharmacist in accordance with the General Pharmaceutical Council "*Guidance on Patient Confidentiality*" (April 2012). The Provider should ensure that consideration is given to the safety of Provider Staff using completely closed consultation rooms (advice on this is available for the NHS Security Management Service) e.g. installation of a panic button, layout of room;
- 1.4 A signed copy of this Agreement must be kept in the Community Pharmacy resource folder within the Pharmacy where the Services are to be delivered.

1.5 **Consumption of Emergency Hormonal Contraception**

The Provider shall:

- 1.5.1 ensure that there is an appropriate and valid prescription in place for any EHC consumption under this Agreement;
- 1.5.2 subject to paragraph 1.6.3 below, ensuring each supervised dose is correctly consumed by the Service User for whom it was intended; and
- 1.5.3 ensure the Pharmacist supervises the consumption of prescribed medicines at the point of dispensing in the Pharmacy and ensure that the dose has been administered to the Service User;
- 1.5.4 subject to paragraph 1.6.3 above, ensure that supervision not to take place in any other setting than the Pharmacy;
- 1.5.5 present the medicine to the Service User in a suitable receptacle and provide the Service User with water to facilitate administration and/or reduce the risk of doses being held in the mouth;
- 1.5.6 offer a user-friendly, non-judgmental, patient-centred and confidential service;
- 1.5.7 promote safe practice to the user, including advice on sexual health and STI's, HIV and Hepatitis C transmission and Hepatitis B immunisation.
- 1.5.8 ensure consultation with Service Users is on a one to one basis; and
- 1.5.9 provide support and advice to the Service User, including referral to primary care or specialist centres where appropriate.

1.7 Dispensing Substitute Medication to a Third Party

Emergency Hormonal Contraception must not be dispense to a Third Party

1.8 Emergency Hormonal Contraception Service Delivery

- 1.8.1 For 100 hours pharmacies there is a requirement for the service to be provided for at least 80% of the full pharmacy opening hours.
- 1.8.2 Make available the private area for use by Public Health Rotherham (RMBC) to provide support to pharmacy staff and clients on a sessional basis if appropriate. Details to be agreed on an individual pharmacy basis.
- 1.8.3 Ensure consultation with patients is on a one to one basis.
- 1.8.4 Any breakdown in service must be discussed immediately to Rotherham Public Health (RMBC).
- 1.8.5 Offer a user-friendly, non-judgemental, client-centred and confidential service. Offer service users a copy of the policy document.
- 1.8.6 Provide support and advice to the service user, including referral or to primary care or specialist centres where appropriate.
- 1.8.7 Staff should give information both verbally and in the form of leaflets on the following:
 - a) Sexual Health Information
 - b) Blood Borne viruses information
- 1.8.8 Promote safe practice to the user, including advice on sexual health and Sexually Transmitted Infection's, HIV and Hepatitis C transmission and Hepatitis B immunisation.
- 1.8.9 This contract is for the delivery of an EHC service to Rotherham Residents only.

1.9 Provider Staff

The Provider shall:

- 1.9.1 A registered Pharmacist and demonstrate that Pharmacists and Provider Staff involved in the delivery of the Services have undertaken training relevant to the Services.
- 1.9.2 Pharmacists **must** undertake the CPPE modules listed below and provide copies of certificates as evidence of that training to Rotherham Public Health (RMBC) **prior to commencing** the contracted activity. Evidence can be submitted using the Declaration of Competence (DoC) process.

CPPE Training requirements

- Emergency Contraception (2015) - e-assessment. Released: 01/2015 Reviewed: 09/2015
- Mandatory Training for all contractors**
- Safeguarding children and vulnerable adults (2015) - CPPE e-assessment
Released: 01/2015
 - Combating CSE: An e-learning resource for healthcare professionals – via CPPE.
Released: 07/2015 - Only available to GPhC members
 - It is also your obligation to ensure that you remain familiar with local pathways and services for Safeguarding and CSE these are available at <http://www.rscb.org.uk>

Valid Certificates:

Certificates submitted **must not** be older than 3 years. This will be taken from the date of the certificate.

Where a qualification is due to expire mid contract please ensure that you complete and submit your CPPE update to us in advance of the expiration date to fulfil contractual compliance.

Subsequent updates on CPPE should also be undertaken as part of continuous professional development (CDP).

- 1.9.3 Appoint a suitably trained member of staff or pharmacist to lead and co-ordinate the provision of the Services. The Provider shall provide details of the member of staff nominated to Rotherham Public Health (RMBC). If this individual is absent or leaves their employment with the Provider, a successor/deputy must be appointed to ensure that provision of the Services is not affected, new contact details must be passed on to Rotherham Public Health (RMBC). The Senior Pharmacist / regional manager must ascertain that all the pharmacists employed as such are appropriately trained and qualified to undertake the services under the contract and provide evidence prior to any contract being commenced.
- 1.9.4 Make appropriate arrangements with Locum Pharmacists as required and ensure they are fully aware of this Agreement and the Pharmacy SOP;
- 1.9.5 Participate in an annual event for Pharmacists and relevant Provider Staff involved in the delivery of the Services as part of pharmacists CPD if requested to do so by the Commissioner.
- 1.9.6 demonstrate that Pharmacists and Provider Staff involved in the delivery of the Services have undertaken training relevant to the Services. As a minimum Pharmacists shall be required to undertake CPPE modules and provide copies of certificates as evidence of that assessment to Rotherham Public Health (RMBC);

2 Clinical Governance and Standards

- 2.1 The Provider shall ensure that the Services are provided in accordance with any good practice guidance including but not limited to:
 - 2.1.1 all females requesting the purchase of Emergency Hormonal Contraception will be referred to the pharmacist and offered a consultation.

3 Performance Monitoring and Service Quality

- 3.1 The Provider shall:
 - 3.1.1 participate in a rolling annual review of provision of the Services in collaboration with commissioners of pharmaceutical services and/or other public health services;
 - 3.1.2 co-operate with any locally agreed assessment of Service User experience
 - 3.1.3 participate in planned campaigns arranged by Rotherham Public Health;
 - 3.1.4 encourage Service Users to complete service user questionnaires produced by Rotherham Public Health (RMBC) as required;
 - 3.1.5 in conjunction with Rotherham Public Health (RMBC) develop quality assurance measures, performance indicators and outcome measures in order to evaluate the impact of the Services;
 - 3.1.6 at all times co-operate with the reasonable processes of Rotherham Public Health (RMBC) for monitoring, evaluation and quality audit in whatever way is reasonably requested by Rotherham Public Health;
 - 3.1.7 maintain appropriate records to ensure effective ongoing delivery of the Services and audit;

- 3.1.8 cooperate with audits undertaken by Rotherham Public Health (RMBC) in order to monitor effectiveness of the Services;
- 3.1.9 in the event of an incident, instigate the incident reporting system as soon as is practicable. The Provider must not under any circumstances delegate this task;
- 3.1.10 have a complaints procedure. All complaints related to the Services will be reported to Rotherham Public Health, who reserves the right of directly investigating any complaint;
- 3.1.11 have a Pharmacy specific e-mail address that is accessed at least once a day when the Pharmacy is open;
- 3.1.12 the pharmacist providing the service will be required to complete and return evidence of CPPE and training in order to maintain accreditation.
- 3.1.13 A locum pharmacist may undertake the EHC service, subject to the appropriate documentation being sent to Rotherham Public Health (RMBC) and NHS England evidencing the required training has been undertaken by the pharmacist in the last two years.
- 3.2 The Provider's records may be open to independent audit by a nominated Pharmaceutical Advisor on the direction of the Director of Public Health.
 - 3.2.1 The pharmacy providing the service will have a complaints procedure. All complaints related to the service will be reported to Rotherham Public Health (RMBC), who reserves the right of directly investigating any complaint or, handing over to the jurisdiction of NHS England.
 - 3.2.2 The pharmacy providing the service will have an incident reporting system in place which includes maintain logs of patient's safety incidents. All related safety incidents to be reported to Rotherham Public Health (RMBC) and NHS England.

4 Recording System 'NEO' for all pharmacy contracts.

- 4.1 Providers need to ensure the version of internet explorer on computers is sufficient for the system to run effectively, currently the version required should be at least version 7 or above. Rotherham Public Health (RMBC) shall allocate each individual member of Provider Staff with a unique username and password which will only be known to them for use of the NEO electronic system <https://needleex.co.uk/secure/login.aspx>.
 - 4.1.1 Service providers will be expected to co-operate with audits undertaken by the Rotherham Public Health (RMBC) in order to monitor effectiveness of the service and quality of information inputted.
 - 4.1.2 Changes to the level of quality of the service will not be introduced without prior agreement with Rotherham Public Health. Any changes will be authorised in writing.
 - 4.1.3 Service providers must ensure the client consents to the data being collected on NEO and records this appropriately.

SCHEDULE 2

PRICE

1. Emergency Hormonal Contraception

- a) The contract payment for the service is for the provision of an Emergency Hormonal Contraception Service, Levonelle OneStep®, within its licensed indications to all females aged over 16 years and who are Rotherham residents presenting to accredited pharmacies.
- b) Rotherham Public Health's (RMBC) fee schedule for the EHC service is:
£4.28 professional fee per consultation
£15.77 (this is inclusive of VAT @ 20%) for Levonelle OneStep®
- c) The contract payment breakdown is composed of:
A £4.28 fee will be paid for every consultation.
Payment for the medicine will be dependent on the outcome of the consultation.
- d) Payments will be made based on data extracted from the NEO system on transactions undertaken on a monthly basis utilising the invoice facility for each individual Pharmacy.
- e) Claims older than 2 months from the date of supply will not be accepted for processing and payment.
- f) Contractors are required to keep a copy of their monthly EHC NEO report for audit purposes.
- g) The Contractor shall be paid monthly in arrears.

SCHEDULE 3

Pharmacy Guidelines Record Keeping for Emergency Hormonal Contraception

Records are to be kept at the pharmacy premises for professional, governance and audit purposes.

At the Request of Rotherham Public Health (RMBC), anonymised copies of these records are to be made available for assurance and evaluation purposes.

The nature and format of the records are at the discretion of the pharmacist, however must be clearly legible and include the following as a minimum;

- A unique identifiable code to link the professional record with the claim submitted
- Clients date of birth
- Clients postcode
- Date on which advice and/or medication was given

Suitable means of keeping these records include

- Pharmacy electronic Patient Medical Record (PMR)
- Former NHS Rotherham Clients sheets (hard copies of which will continue to be made available until stocks run out, otherwise they will be made available electronically)

Pharmacies may also find it useful to use the Patient forms produced by Bayer Schering Pharma. Copies of which are available free of charge from Bayer Schering Pharma Medical Information department on 0135 563116 (see figure 1)

Figure 1



Private and Confidential
To be completed by the patient

DATE: _____

Answer as many questions as possible by ticking the boxes.
If you get stuck on a question, leave it blank and ask the pharmacist to help you.

1. ARE YOU OVER 16?
 Yes No
(If not, check with pharmacist before answering any more questions.)
Pharmacists are not allowed to sell Levonelle One Step emergency contraception to women under 16. But it is free to all women under medical supervision from your doctor, practice nurse or family planning adviser.

2. IS LEVONELLE ONE STEP FOR YOUR OWN USE?
 Yes No

3. HAVE YOU HAD UNPROTECTED SEX WITHIN THE LAST 72 HOURS (3 DAYS)?
 Yes No

4. HAVE YOU HAD UNPROTECTED SEX EARLIER IN THIS CYCLE?
 Yes No

5. WAS YOUR LAST PERIOD LATE, LIGHTER/SHORTER OR UNUSUAL IN ANY WAY?
 Yes No

6. HAVE YOU ALREADY USED LEVONELLE ONE STEP SINCE YOUR LAST PERIOD?
 Yes No

7. ARE YOU CURRENTLY TAKING ANY OTHER MEDICINES, INCLUDING HERBAL REMEDIES (e.g. ST JOHN'S WORT)?
 Yes No
Please write down the name(s) of any medicines you are currently taking. Remember to include all pills, tablets, inhalers and syrups.

8. DO YOU SUFFER FROM BOWEL DISEASE (e.g. CROHN'S DISEASE) OR LIVER PROBLEMS?
 Yes No

9. HAVE YOU EVER HAD AN ALLERGY TO LEVONORGESTREL?
 Yes No
(A hormone commonly used in the combined contraceptive pill.)

Levonelle should not replace regular, long-term contraception. Advice on contraception is available free from your GP, Family Planning Clinic or NHS Walk-in Centre. Always read the label. Contains levonorgestrel. Not 100% effective. Provided as a service to medicine by Bayer Schering Pharma. For further information, please visit the website: www.levonelle.co.uk
February 2010. UK.PH.WH.LVN.2010.06

SCHEDULE 4

Safeguarding and Child Sexual Exploitation Statement

Mandatory Training for ALL Contractors

In the delivery of these services, the following are mandatory requirements.
All contractors will have completed and evidence compliance with the following CPPE modules:

SAFEGUARDING ADULTS AND CHILDREN

Safeguarding Children and Adults (via CPPE)

Safeguarding children and vulnerable adults (2015) - CPPE e-assessment

Released: 01/2015

The appropriate training level will be in accordance with the 2014 intercollegiate document.

The minimum national standards are stated in Safeguarding children and young people: roles and competences for health care staff Intercollegiate document, Third edition: March 2014

https://www.rcoa.ac.uk/system/files/PUB-SAFEGUARDING-2014_0.pdf

CHILD SEXUAL EXPLOITATION

Child Sexual Exploitation (via CPPE)

Combating CSE: An e-learning resource for healthcare professionals.

Released: 07/2015 - Only available to GPhC members

It is also your obligation to ensure that you remain familiar with local pathways and services for Safeguarding and CSE these are available at <http://www.rscb.org.uk>

Valid Certificates:

Certificates submitted **must not** be older than 3 years. This will be taken from the date of the certificate.

Where a qualification is due to expire mid contract please ensure that you complete and submit your CPPE update to us in advance of the expiration date to fulfil contractual compliance.

Subsequent updates on CPPE should also be undertaken as part of continuous professional development (CDP).