

AGREEMENT FOR THE SUPPLY OF ENHANCED SERVICE –

SUPPLY OF EMERGENCY HORMONAL CONTRACEPTION

**ARTICLES OF AGREEMENT**

This is an Agreement made this .....................day of .................[month]................[year] between :

WARRINGTON BOROUGH COUNCIL, Town Hall, Sankey Street, Warrington, WA1 1UH (the "Council")

and

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

..................................................................................................................(the ‘Provider’)

**IT IS AGREED**

That the Provider shall provide the Service in accordance with the terms set out in this Agreement for the Agreement Period.

So long as the Provider provides the Service in accordance with this Agreement and to the satisfaction of the Council, the Council shall make payments to the Provider as detailed in this Agreement.

**COMMENCEMENT DATE OF AGREEMENT**  1st April 2016

**EXPIRY DATE OF AGREEMENT** 31st March 2017

### SIGNED ON BEHALF OF WARRINGTON BOROUGH COUNCIL :

### Authorised Signatory (name): ……………………………………………....................................…………………….………

SIGNED: ………………………………………………………………………………………….….…...

**SIGNED ON BEHALF OF [insert name of Provider] :**

Director (name): ……………………………………………………………………………...............……………

SIGNED: ………………………………………….……………………………………………........…….

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| Branches to be undertaking service: |
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This Agreement is made up of the Articles of Agreement and the following scheduled documents:

SCHEDULE 1 - AGREEMENT CONDITIONS

SCHEDULE 2 – SERVICE SPECIFICATION

SCHEDULE 3 - PRICING SCHEDULE

**SCHEDULE 1 - AGREEMENT CONDITIONS**

If there are any inconsistencies between the documents forming the Agreement then these Agreement Conditions shall prevail.

**1 DEFINITIONS**

1.1 In this Agreement the following expressions shall have the following meaning :

"Agreement" means the Agreement between the Council and the Provider consisting of the Articles of Agreement and Schedules 1, 2 and 3 of this document.

“Agreement Period” means the period specified in clause 6.

“Agreement Price” means the sum specified in clause 11.

“Blacklisting” means an illegal use of Personal Data for the purposes of denying employment to an individual.

“Business Day” means a day other than a Saturday or a Sunday or designated Public Bank Holiday.

“Commencement and Expiry Date” means the dates set out in the Articles of Agreement.

“Confidential Information” means any information or data in whatever form disclosed, which by its nature is confidential.

“CQC” means the care quality commission established under the Health and Social Care Act 2008

“DBS” means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012

“Guidance” means any applicable local authority, health or social care guidance, direction or determination which the Council and/or the Provider have a duty to regard.

“Law” means :

* + - * any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
      * any enforceable EU right within the meaning of Section 2(1) of the European Communities Act 1972;
      * any applicable judgement of a relevant court of law which is a binding precedent in England and Wales;
      * National Standards;
      * Guidance; and
      * any applicable industry code;

in each case in force in England and Wales.

“Service User Safety Incident” means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User.

“Regulatory Body” means any body other than CQC carrying out regulatory functions in relation to the Provider and/or the Service.

“Serious Incident” means an incident or accident or near-miss where a Service User (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider’s premises or where the actions of the Provider, the Staff or the Council are likely to be of significant public concern.

“Service” means the provision of the Service described in Schedule 2 and delivered in accordance with this Agreement.

“Service User” means the person directly receiving the Service provided by the Provider as specified in Schedule 2.

“Staff” means all persons employed by the Provider to perform its obligations under this Agreement together with the Provider’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Agreement.

1.2 Words imparting the singular also include the plural and vice versa where the context requires

1.3 A reference to any Act of Parliament or any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

**2 EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY**

## 2.1 Nothing in this Agreement creates a partnership or joint venture or relationship of employer and employee or principal and agent between the Council and the Provider.

**3 GOVERNING LAW**

3.1 This Agreement is governed by, and shall be construed in accordance with, English Law and both parties shall submit to the jurisdiction of the English Courts.

**4 SEVERABILITY**

4.1 If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

**5 HEADINGS**

5.1 The headings to any part of this Agreement do not affect its interpretation.

**6 AGREEMENT PERIOD**

6.1 This Agreement commences on the Commencement Date and shall continue to be the governing Agreement (subject to variation and termination as provided for in this Agreement) for the Service provided by the Provider until the Expiry Date.

6.2 This Agreement may be extended for 2 periods of up to 12 months, with the agreement of the parties.

**7 TERMINATION**

7.1 Either party may terminate this Agreement by giving not less than 3 months notice in writing to the other.

7.2 In the event of termination or expiry of this Agreement, the Provider must cease to use the Council’s Confidential Information and on the earlier of the receipt of the Council’s written instructions or 12 months after the date of expiry or termination, return all copies of the Confidential Information to the Council.

7.3 Any termination of this Agreement howsoever caused shall not affect or prejudice any accrued rights or liabilities of either party arising under this Agreement.

**8 STAFF**

8.1 At all times, the Provider must ensure that :

8.1.1 each of the Staff is suitably qualified and experienced, adequately trained and capable of providing the Service in respect of which they are engaged;

8.1.2 there is an adequate number of Staff to provide the Service properly in accordance with the Agreement;

8.1.3 where applicable, Staff are registered with the appropriate professional Regulatory Body;

8.1.4 Staff are aware of and respect equality and human rights of colleagues and Service Users.

8.2 Before the Provider engages or employs any person in the provision of the Service, or in any activity related to, or connected with, the provision of the Service, the Provider must without limitation, complete :

8.2.1 such checks as the Provider deems necessary to confirm the competence and suitability of the proposed member of Staff to deliver the Service;

8.2.2 such other checks as required by the DBS.

8.2.3 any other reasonable requirement of the Council.

**9 AUTHORISED OFFICER**

9.1 The Authorised Officer who shall supervise this Agreement on behalf of the Council shall be Dave Bradburn, Principal in Public Health(who may act through designated representatives.)

**10 DESIGNATED MANAGER**

10.1 The Provider shall appoint a Designated Manager (or central service manager to act in this role or, if necessary, a branch supervisor as an “authorised deputy”) who shall carry overall responsibility for day to day Service performance on behalf of the Provider.

10.2 The Provider shall confirm in writing to the Council, the identity, address and telephone numbers of the person appointed as Designated Manager and of any subsequent appointment and of any authorised deputy.

10.3 Any notice, information, instruction or other communication given or made to the Designated Manager shall be deemed to have been made to the Provider

**11 AGREEMENT PRICE**

11.1 In respect of the Service the Council shall pay to the Provider the Agreement Price detailed in Schedule 3. The Agreement Price shall be fully inclusive of all costs incurred in providing the Service but shall exclude Value Added Tax, where applicable.

11.2 If the Council has issued no change in the terms of scope, specification, or quantity, the Agreement Price shall remain fixed until the 31st March 2017.

**12 VARIATION**

12.1 This Agreement may not be varied unless a variation, expressed to be such in accordance with this clause 12, is agreed in writing and signed by both the parties.

**13 NOTICES**

13.1 Any demand, notice, or other communication required under the terms of this Agreement shall be sufficiently served if :

13.1.1 served personally on the Authorised Officer or Designated Manager (as appropriate); or

13.1.2 sent by prepaid first class recorded delivery post, electronic mail or facsimile transmission to the registered office or last known address of the Authorised Officer or Designated Manager (as appropriate), and, if so sent will, subject to proof to the contrary, be deemed to have been received by the addressee on the second Business Day after the date of posting, or on successful transmission, as the case may be.

**14 PAYMENT**

14.1 Payment will be made in sterling on receipt of a system generated invoice provided automatically by the commissioned/associated IT platform. To this end, all activity/consultations must be inputted onto the IT platform with the appropriate fields completed in order to be paid for that activity. The invoice generated will then be paid by the Public Health Team within the local authority. Key contact: Martyn Waterson, Ground Floor, New Town House, Buttermarket Street, Warrington, WA1 2NJ.

14.2 The Council shall pay the invoice generated, provided the invoice is to the Council's satisfaction, no later than 30 days from submission, invoices that are submitted without the supporting information will be returned unpaid.

**15 EQUAL OPPORTUNITIES**

15.1 The Provider as employer shall comply with the requirements of the Race Relations Act 1976 and the Race Relations (Amendment) Act 2000, and accordingly, shall not treat one group of people less favourably than others because of their colour, race, culture, religion, gender, nationality, age, marital status, sexual orientation, disability or ethnic origin in relation to decisions to recruit, train or promote employees or the provision of any Service supplied by the Provider or in its obligations under this Agreement.

**16 INDEMNITIES AND INSURANCE**

16.1 The Provider shall indemnify and keep indemnified the Council from and against all and any actions, proceedings, costs, claims, demands, liability, damages, charges, expenses and/or loss which the Council may incur or be any way liable for either directly or indirectly by reason or in consequence of any of the following happenings, namely :

16.1.1 the infringement by the Provider, his agents or suppliers of any patent, patent rights, design, trade mark, name or other protected rights of third parties;

16.1.2 damage to any property whatsoever or the death of or injury to any person whomsoever which in the absence of this Agreement would not otherwise have arisen and in particular damage to property or the death or injury of any person whomsoever which is due to any defect in the Service provided under this Agreement;

16.1.3 failure by the Provider to comply in all respects with the appropriate requirements of all and any Statutes, Bye-Laws, Notices and Regulations from time to time during the Agreement Period about which he is or should have been aware;

**17 HEALTH AND SAFETY**

17.1 The Provider shall at all times comply with the requirements of the Health and Safety at Work Act etc.1974, The Management of Health & Safety at Work Regulations:1992 and of any other Acts, Regulations or Orders or rules of law pertaining to health and safety.

**18** **SAFEGUARDING CHILDREN AND ADULTS**

18.1 Where the Provider reasonably suspects that a Service User may have been subjected to abuse or neglect, the Provider must report his concerns to the appropriate authorities. The reporting process, contacts and other relevant information may be viewed by clicking on the following internet links:

Children - <http://www.warrington.gov.uk/downloads/file/1368/what_to_do_if_you_re_worried_about_a_child>

Adults - <https://www.warrington.gov.uk/info/201189/warrington_safeguarding_adults_board_wsab/215/warrington_safeguarding_adults_board_wsab>

**19 SUB-CONTRACTING AND ASSIGNMENT OF THE SERVICE**

19.1 The Council shall be entitled to assign the benefit of this Agreement to any of its statutory successors and shall give written notice of any assignment to the Provider.

19.2 The Provider shall not assign or sub-contract this Agreement or any part of it except with the express written permission of the Council (such permission shall not be unreasonably withheld or delayed) and the reasons for any refusal shall be supplied to the Provider in writing at the time of notification of any refusal.

**20 RIGHTS OF THIRD PARTIES**

20.1 Nothing in the Contracts (Rights of Third Parties) Act 1999 will operate to give any third party the right to enforce any term of this Agreement except where expressly provided for in this Agreement.

**21 FREEDOM OF INFORMATION AND TRANSPARENCY**

21.1 The Provider shall provide all reasonable assistance to enable the Council to comply with any request received under the Freedom of Information Act 2000 ("FOIA") and in a manner which is consistent with the guidance contained in the code of Provider issued under Section 45 of the FOIA.

**22 COMPUTER DATA**

22.1 Any computer data held by the Provider on behalf of the Council must be held as encrypted data on any computers or portable storage devices.

**23 DATA PROTECTION**

23.1 The Provider shall comply with its obligations under the Act and all statutory re-enactments or modifications thereof, any rules, regulations, orders and any codes of Provider or any guidelines issued by the Information Commissioner.

**24 SERVICE USER HEALTH RECORDS**

24.1 The Provider must create, maintain, store and retain Service User health records for all Service Users. The Provider must retain Service User health records for the periods of time required by Law and securely destroy them thereafter in accordance with any applicable Guidance.

24.2 The Provider must :

24.2.1 use Service User health records solely for the execution of the Provider’s obligations under this Agreement; and

24.2.2 give each Service User full and accurate information regarding his/her treatment and Service received.

24.3 Subject to Guidance and where appropriate, the Service User Health Records should include the Service User’s verified NHS number.

**25 ACCESS AND INFORMATION**

25.2 The Provider shall co-operate with the Authorised Officer and shall comply with all reasonable requests from the Authorised Officer in monitoring and evaluating the quality, value for money and the effectiveness of the Provider's provision of the Service.

**26 INCIDENTS REQUIRING REPORTING**

26.1 If the Provider is CQC registered it shall comply with the requirements and arrangements for notification of deaths and other incidents to CQC in accordance with CQC Regulations and if the Provider is not CQC registered it shall notify Serious Incidents to any Regulatory Body as applicable, in accordance with the Law.

26.2 If the Provider gives a notification to the CQC or any other Regulatory Body which directly or indirectly concerns any Service User, the Provider must simultaneously send a copy of it to the Council.

26.3 Subject to the Law, the Council shall have complete discretion to use the information provided by the Provider in relation to this clause 25.

**27 WITHHOLDING AND/OR DISCONTINUATION OF SERVICE**

27.1 Except where required by the Law, the Provider shall not be required to provide or to continue to provide the Service to any Service User :

27.1.1 who in the reasonable professional opinion of the Provider is unsuitable to receive the Service, for as long as such unsuitability remains;

27.1.2 who displays abusive, violent or threatening behaviour unacceptable to the Provider acting reasonably and taking into account the mental health of that Service User;

27.1.3 in that Service User’s domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or

27.1.4 where expressly instructed not to do so by an emergency service provider who has authority to give such instruction, for so long as that instruction applies.

27.2 If the Provider proposes not to provide or to stop providing the Service to any Service User under this clause 26 :

27.2.1 where reasonably possible, the Provider must explain to the Service User, taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it (confirming that explanation in writing within 2 Business Days);

27.2.2 the Provider must tell the Service User of their right to challenge the Provider’s decision through the Provider’s complaints procedure and how to do so;

27.2.3 the Provider must inform the Council in writing without delay and wherever possible in advance of taking such action;

27.2.4 provided that nothing in this clause 26 entitles the Provider not to provide or to stop providing the Service where to do so would be contrary to the Law.

**28 DISPUTE RESOLUTION**

28.1 If there is a dispute between the Provider and the Council concerning the interpretation or operation of this Agreement, then either Party may notify the other in writing that it wishes the dispute to be referred to a meeting of the Authorised Officer and the Designated Manager to resolve, negotiating on the basis of good faith.

28.2 If after 15 Business Days (or such longer period as both parties may agree) of the date of the notice referred to in this clause 45, the dispute has not been resolved then the parties agree to enter into Early Neutral Evaluation in accordance with the guidance issued by the Centre for Effective Dispute Resolution (‘**CEDR**’).

**29 WAIVER**

29.1 The failure by the Council to take any particular action against the Provider in relation to a breach of this Agreement by the Provider does not mean that it accepts or condones the breach and shall not limit its future action in reliance on that or any other breach.

**30 LOCAL GOVERNMENT OMBUDSMAN**

30.1 In the event of a complaint being made to the Local Government Ombudsman (“the Ombudsman”) concerning the Provider’s actions or omissions in carrying out the Service under this Agreement, the Provider may become subject to investigation by the Ombudsman. In such circumstances the Provider will co-operate in any such investigation, and produce any information or explanation, either in writing or by the attendance for interview by the Ombudsman of any person within the Provider’s control or produce any document within its control as may reasonably be requested.

30.2 Should a finding of maladministration and injustice, as a result of fault by the Provider be made by the Ombudsman, the Provider shall compensate the Council for such sums as may be due to the complainant.

**SCHEDULE 2 - SPECIFICATION**

**SERVICE SPECIFICATION**

**Service specification for the supply of Emergency Hormonal Contraception (EHC)**

This service is supplied by Community Pharmacists under a

Patient Group Direction (PGD)

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| **Commissioner Lead** | James Woolgar, Warrington Borough Council |
| **Provider Lead** | Accredited Community Pharmacists |
| **Contract Period** | 1 year – with option to extend for 2 periods of up to 12 months, with the agreement of the parties |
| **Contract Start Date** | 1st April 2016 |
| **Contract End Date** | 31st March 2017 |

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| 1. **Background** |
| 1.1 General Practitioners and pharmacies have previously provided a range of additional ‘enhanced’ services, complimenting those provided under their core contract with the Warrington Primary Care Trust.  1.2 Upon abolition of the Warrington Primary Care Trust on the 31st March 2013, responsibility for those ‘enhanced’ services, supporting public health, transferred to the Council.  1.3 The purpose of this Agreement is therefore to:   * Specify how the Service will be delivered; * Agree reporting and invoice submission protocols; * Provide clarity as to the respective responsibilities of the Council and the Provider in the delivery of the Service. |

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| 1. **Aims & Objectives** |
| **2.1 Aims**  2.1.1 To enable any suitable clients to be prescribed free Emergency Hormonal Contraception (EHC) under PGD’s in Community Pharmacies.  **2.2 Objectives**  2.2.1 The objectives of the service are:   * To increase the availability of Emergency Hormonal Contraception and sexual health to those who require it * To raise awareness of the risks associated with unprotected sexual intercourse (UPSI) * To provide information on the full range of contraception options available and enable swift and seamless transition into community sexual health services: * Warrington centre for Sexual Health 01925 644202 * Client’s GP * To strengthen the local network of contraceptive and sexual health services to help ensure easy and swift access to advice. * To be vigilant with regard to safeguarding issues and to act immediately if there are any concerns   **2.3 Expected Outcomes Including Improving Prevention**  2.3.1 Better reproductive health and wellbeing outcomes for Warrington women who require the service |

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| 1. **Evidence Base** |
| 3.1 The Department of Health’s *‘Making it work: A guide to whole system commissioning for sexual health, reproductive health and HIV’* (revised March 2015) provides an insight into the financial impact of unintended pregnancy:   * In 2010 unintended pregnancies cost the NHS an estimated £193m in direct medical costs; and * It has been estimated that £1 invested in contraception saves £11.09 in averted outcomes.   3.1.1 During 2014 in Warrington there were 613 abortions in women (across all ages), of which 424 were in women aged under 25 and 470 in those aged 25 and over (Department of Health, 2015). Typically, in England and Wales, 21% of all conceptions and 51% of conceptions to under 18s led to an abortion (ONS, 2015 based on 2012 conception data). Access to effective contraception, including emergency hormonal contraception, is needed by women throughout their reproductive years.  3.1.2 During 2013, there were 91 under 18 conceptions in Warrington, a rate of 24.6 per 1000 female population aged 15-17, which is slightly above the England rate, yet below North West. A high proportion of these conceptions are still coming from the top 20% SOAs within the town (namely Bewsey & Whitecross, Fairfield & Howley and Latchford East).  3.1.3 The Department of Health’s ‘*Framework for Sexual Health Improvement in England’* (2013) includes a specific ambition to *“reduce unwanted pregnancies among all women of fertile age”.* It reports that in 2010, England was in the bottom third of 43 countries in the World Health Organization’s European Region and North America for condom use among sexually active young people; previously, England was in the top ten. In addition to this, the Framework cites the findings of other research reports:   * Some young people struggled to use their preferred methods of contraception effectively (principally condoms and the pill, which are user dependent); * Some young people continue to have unprotected sex when they are fully aware of the possible consequences and when they do not want to become pregnant; and * In a recent study, around 20% of young people said that they had recently had unprotected sex with a new partner and only one-third said that they always used a condom.   3.1.4 The local pharmacy has a vital role in meeting the needs of diverse communities, particularly the needs of young people who may be anxious about approaching contraceptive services (NICE Guidelines, PH51, 2014). Furthermore, the evidence review to inform these guidelines cites the importance of trust in services; accessible locations and opening hours; choice; walk-in services; respectful and non-judgemental staff; and a comfortable and welcoming atmosphere. All of these requirements can be provided in a community pharmacy setting.  3.1.5 Comprehensive and open access provision for women of child bearing age to control their fertility is a key element of any local sexual health service provision. Public Health England (2014) recognise that there is good evidence that community pharmacy based EHC services provide timely access to treatment and are highly rated by women who use them. However, currently there does not appear to be any hard evidence about outcome, ie reduction of rates of teenage pregnancy as a result of access to EHC services from community pharmacy, although it would seem to be a reasonable assumption.    3.1.6 The supply of EHC through community pharmacies therefore has a crucial role to play in preventing unwanted pregnancies by providing fast, convenient, local access to EHC without an appointment and extended out-of-hours.    3.1.7 The provision of free Emergency Hormonal Contraception in Warrington is in line with best practice and women can be directed into clinical services for further advice and provision of contraception including long acting reversible contraception. |

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| 1. **Service Description** |
| * 1. This locally commissioned service covers the following: * **1:1 consultation** - All females requesting EHC will be referred to the accredited pharmacist for a confidential consultation to take place in an area that is fit for purpose. Assessment of the need and suitability of a patient to receive EHC, in line with the PGD must be undertaken by an accredited pharmacist. * **Provision of EHC** - Where appropriate EHC will be supplied, where a supply of EHC is not appropriate, advice, provision of information and referral to another source of assistance will be provided. * **Provision of a pregnancy test** - If there is the possibility that a patient may be pregnant from a previous instance of unprotected intercourse then supply of EHC cannot be made until pregnancy is ruled out. Performance of a pregnancy test will be undertaken as outlined in the PGD. Where appropriate a home pregnancy test should be supplied if a test cannot be done in store. * **Consultation** - For each consultation the pharmacist must complete the consultation pro-forma in discussion with the patient at the time of the consultation which will include information such as date and time of supply and patient details in line with NICE guidance. * **Verbal and written advice** on the avoidance of STIs and the use of regular contraceptive methods, safer sex and the use of condoms (see appendix 2 for information on resources). * **Onward signposting to local sexual health services** and services for diagnosis and treatment of STIs (<http://www.nhs.uk/service-search>). Warrington’s Integrated Sexual Health Service (Warrington Centre for Sexual Health) [Tel: 01925](tel:01925) 644202 is the main service for referral here. Please see appendix 2: Local Pathways and Services for more detailed information around what is available in Warrington. * **Patients aged 15 to 24** must be advised of the rise in Chlamydia infection and advised to have a Chlamydia test two weeks after the episode of unprotected sex and whenever they change their partner. These patients should be given local service information and a Chlamydia postal testing kit (available to pharmacies free of charge from the local Integrated Sexual Health Service, see appendix 2 for contact details). * **Appropriate health promotion materials** (for example, sexual health leaflets available at <http://www.fpa.org.uk/resources/leaflet-and-booklet-downloads>) **and three free condoms** (see appendix 2 for ordering supplies) must be available to those accessing the service. Pharmacists must actively promote uptake and be able to discuss the contents of the material with the patient, where appropriate. * **Pharmacists to work with existing networks** for community contraceptive services so that women who need to see a doctor can be referred on rapidly.   4.1.2 Sexual Health Guidance is also available at <https://www.nice.org.uk/guidance/lifestyle-and-wellbeing/sexual-health>  4.1.3 **All consultations should be carried out in a consultation room which is separate from the general public areas of the pharmacy. The client and the pharmacist should be able to sit down together and be able to talk at normal speaking volume without being overheard.**  4.1.4 Replenishment of stocks can be collected from the Warrington Integrated Sexual Health Service at Bath Street Health and Wellbeing Centre by telephoning 01925 644202 (please also see Appendix 2).  4.1.5 **Referral criteria and sources –** Women may self-refer. Women may be referred from any other health professional.  4.1.6  **Exclusion criteria** - Inclusion and exclusion criteria detailed in the PGD, will be applied to the provision of the service. Patients excluded from the PGD criteria will be provided with information on other local services that will be able to assist them as soon as possible.    4.1.7 **Response time** - The service should be provided for a **minimum** of 80% of the total hours the pharmacy is open unless otherwise directed by Warrington Borough Council.   * + 1. **Fraser Guidelines** - based on a House of Lords Ruling, a health professional can give advice or treatment to a person under 16 without parental consent providing they are satisfied that: * The young person will understand the advice; * The young person cannot be persuaded to tell his or her parents/carer or allow the doctor to tell them that they are seeking advice; * The young person is likely to begin or continue engaging in risk-taking activities which could be detrimental to their health with or without treatment; and * The young person's physical or mental health is likely to suffer unless he or she receives advice or treatment.   + 1. All community pharmacy contractors for the EHC service must have an **authorised signatory** who is responsible for: * Holding the signed SLAs of pharmacy branches delivering the service; * Holding the signed PGDs of their accredited pharmacists; * Notifying the commissioned back office IT supplier (appendix 3) of any changes to the accredited pharmacist list; and * Ensuring pharmacists (who must also be registered with the General Pharmaceutical Council) are appropriately accredited to deliver the EHC service.   **4.2 SAFEGUARDING**  The accredited pharmacist must be aware of national and local child and vulnerable adults’ protection guidelines and local referral pathways (see appendix 2).  **A Local safeguarding children flow chart must be available for reference in the pharmacy providing the service.**  4.2.1 The accredited pharmacist is required to undertake basic awareness training in child and adult safeguarding. The pharmacist must have completed an accredited learning package for example, the Centre for Pharmacy Postgraduate Education (CPPE) ‘Safeguarding Children and Vulnerable Adults’ e-learning and assessment.    4.2.2 A NICE Competency framework has been developed as a tool to support individual health professionals and organisations that are commissioning or providing NHS services. It may also be relevant to individual health professionals and organisations delivering non-NHS healthcare services:  <http://www.nice.org.uk/mpc/medicinespracticeguidelines/MPG2.jsp?domedia=1&mid=21BB8E1D-DFCF-79AF-EA15BD445F4DBEFA>   * + 1. While not compulsory, consider this as one of the training requirements to include. |

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| **5. Data, Monitoring & Service Quality** |
| 5.1 **SERVICE USER DATA**  5.1.1 Production of an appropriate record, submitted via the defined IT platform commissioned by the local authority.  5.1.2 In order to demonstrate improvement in services, Service User feedback should be submitted. A minimum of 6 should be provided each year. See Appendix 5.  5.1.3 A mandatory set of anonymised data from each consultation will be entered onto the IT platform commissioned and defined for data recording by the commissioner. This will allow support to the audit trail, recording of numbers and payment procedure. Where possible the consultation should be recorded in the patient’s pharmacy PMR record.  5.1.4 The service provider must keep all completed consultation and Fraser ruling proformas for a period of 8 years (in adults) or until 25th birthday in a child (age 26 if entry made when the young person was 17) or eight years after death in line with the Department of Health’s record management policy (Records Management: NHS Code of Practice 2nd ed., January 2009).  5.1.5 Electronic records must also be kept and available for this period. Records will be kept by the service provider in a secure and confidential manner. Records must be destroyed in a confidential manner.  5.1.6 In accordance with the pharmacist’s Code of Ethics and other regulatory requirements, the pharmacist must not disclose to any person other than authorised by Warrington Borough Council, any information acquired by them in connection with the provision of the service, the identity of a service user or the medical condition or any treatment received by any service user.  5.1.7 Pharmacists may need to share relevant information with other health care professionals and agencies including local safeguarding teams in line with locally determined confidentiality arrangements, including, where appropriate, the need for the permission of the patient to share the information.  5.1.8 For further advice on disclosing patient information please refer to the General Pharmaceutical Council’s (GPhC) guidance documents:   * Consent 2012 * Raising Concerns 2012 * Confidentiality 2012   5.1.9 In exceptional circumstances information can be disclosed without the patient’s consent, if in the pharmacists professional opinion disclosure will prevent serious injury or damage to the health of the patient, a third party or public health.  5.1.10 Records maintained in association with this service must be available to Warrington Borough Council on request.   * 1. **SERVICE QUALITY**       1. The service provider will provide a non-judgemental patient centred confidential service.      2. The service provider will have an NHS dispensing contract with NHS England and must fully comply with the National Pharmacy Contract regulations for delivery of Essential Services.      3. Warrington Borough Council retains the right to audit any part of the service provided by the service provider or the accredited pharmacist at any time to ensure continued quality.      4. Warrington Borough Council reserves the right to ask for evidence from the service provider that it is following the procedures outlined in this specification.      5. The service provider will co-operate with any Warrington Borough Council led assessment of service user experience or audit of the service in order to evaluate service provision and identify areas for service improvement.      6. Warrington Borough Council reserves the right to evaluate other health professional’s perception of the overall quality of the service.      7. Changes to the level or quality of the service will not be introduced without prior agreement with Warrington Borough Council. Changes will be authorised in writing.   **5.3 TRAINING**  5.3.1 The service provider has a responsibility to ensure that all staff provide the service strictly in accordance with the service specification. This will include the provision of Levonorgestrel (Levonelle, Upostelle) and Ulipristal Acetate (Ella One) as defined in the Patient Group Direction (PGD) by Pharmacists that have satisfied the requirements of Self Declaration of Competence for Community Pharmacy for Emergency Contraception.  5.3.2 Accreditation – The pharmacist must satisfy the requirements of the CPPE “Self-declaration of Competence for Community Pharmacy for Emergency Contraception”, complete a self-assessment of core competencies and print and sign their “Personal Declaration of Qualifications and competence to deliver Emergency Contraception Services”. This certificate must be submitted to the Pharmacy’s designated authorised signatory.  5.3.3 NICE Competency framework: The Pharmacist must have achieved the competency levels specified in the NICE Competency Framework for Health Professionals using Patient Group Directions  (<http://www.nice.org.uk/mpc/medicinespracticeguidelines/MPG2.jsp>).  5.3.4 Warrington Borough Council requires evidence of successful completion of:   * An accredited Safeguarding Children open learning programme * An accredited Emergency Contraception e-learning programme   5.3.5 All community pharmacists providing an EHC service for Warrington Borough Council must also have signed and returned a copy of the signatures page of the latest version of the PGDs before providing the service. As part of this the pharmacist will be required to include their name and registration number in block capitals for ease of recording.  Upon receiving these documents pharmacists will then be recorded on an enhanced service provider list kept by Warrington Borough Council on whose behalf they are providing the service.  5.3.6 **Maintenance of Self-assessment Declaration of Competency – It is the community pharmacists responsibility to maintain a regular Self-assessment Declaration of Competency. It is the responsibility of the pharmacist to undertake Continuing Professional Development and to make this information available on request.**  **Self-assessment Declaration of Competency must be reviewed at least every two years, this is in the form of a self-declaration of competency (*see appendix 3*) which should be forwarded to Warrington Borough Council (**[**jwoolgar1@warrington.gov.uk**](mailto:jwoolgar1@warrington.gov.uk) **) to maintain inclusion on its provider list.**  **Alternatively pharmacists may allow the information in their CPPE record to be shared directly with the commissioned IT provider and the commissioner. In order to do this the pharmacist must have ticked the box on their CPPE profile page to allow data from their learning and assessment record to be shared with the commissioner.**  **Pharmacists will still be required to forward signed copies of the PGDs.**  5.3.7 Pharmacists who fail to maintain accreditation will be removed from Warrington Borough Council - EHC Enhanced Service provider list.  5.3.8 All pharmacists and registered technicians involved in providing this service must adhere to their professional code of conduct and at no point does this service abrogate their professional responsibility, professional judgement must be used at all times. It is the professional’s responsibility to practice only within the bounds of their own competence.  5.3.9 The responsible pharmacist on each given day has overall responsibility for ensuring the service is delivered in accordance with this service specification.  5.3.10 The service provider will have an SOP / protocol which specifically details the operational delivery of this service. The service provider must ensure that all staff including those other than pharmacists, involved in the provision of the service, have relevant knowledge, are appropriately trained and operate within protocols / SOPs; this includes sensitive patient centred communication skills.  5.3.11 The SOP / protocol should be reviewed at least every two years or before if circumstances dictate. Each review should be documented and the SOP / protocol subject to version control. Staff must read, date and sign the SOP/protocol after a review.  5.3.12 Changes to procedure must be highlighted within the SOP / protocol for special attention. The Standard Operating Procedure / protocol must be available to Warrington Borough Council if required.  5.1.13 A staff training log which deals specifically with this service must be maintained and should be available to Warrington Borough Council on request. The training log must be updated to reflect the review the SOP/ protocol.  5.3.14 In addition to the standard termination clauses listed in Schedule 1, section 7 the service will be terminated if the individual pharmacist and / or service provider acts outside the ethical governance framework for the profession, brings the profession into disrepute, is subject to an NHS or professional disciplinary process or the pharmacist fails to maintain competence.  **5.1.15 It is the pharmacy’s responsibility to ensure that staff they employ are trained and competent to provide the service. Staff should not provide the service until they have satisfied the requirements of Self- Declaration of Competence for Community Pharmacy for Emergency Contraception.**  **The pharmacy must ensure that there are systems in place to make locum pharmacists aware of this locally commissioned service.**  **5.5 PROVIDER TO PROVIDER REFERRALS**  5.5.1 If the pharmacy cannot for any reason, provide the service, then patients must be signposted to the next nearest provider that can. If this is a neighbouring Pharmacy it is advisable to contact the pharmacy to ensure a competent pharmacist is on duty before signposting the patient. |

**SCHEDULE 3 - PRICING SCHEDULE**

**3.1 Currency and Price**

|  |  |
| --- | --- |
| **Service** | **Rate** |
| Consultation | £10 |
| Per pack of Levonorgestrel 1500 supplied | Drug tariff Price +VAT |
| Per Pack of Ulipristal Acetate | Drug tariff Price +VAT |
| Pregnancy test performed as part of the EHC consultation | £5 |

3.1.1The enhanced service covers the cost of the consultation, EHC, condoms and pregnancy test (if required).

3.1.2 The service provider must be able to access the web based pharmacy IT programme that is commissioned by the council for the monitoring of enhanced sexual health services.

3.1.3 To activate the new IT platform/system you will be given a login and provided with a brief by commissioners detailing what steps are required to ensure you can access the appropriate system.

3.1.4 The service provider will enter consultation details onto the EHC Module. Consultation details must be submitted in a timely manner. The IT provider will collate the data and generate an invoice on behalf of the service provider. The IT provider will direct the invoice to Warrington Borough Council for payment on the service provider’s behalf.

3.1.5 **Post Payment Verification Check -** It is the service provider’s responsibility to verify monthly payments by downloading and printing invoices each month from the EHC module.

3.1.6 Invoices should be signed as correct and filed in the pharmacy for reference/post payment verification check. The service provider must not send invoices for payment as this may result in duplicate payments.

3.1.7 Payment will not be made to the Pharmacy if the Pharmacist conducting the consultation is not registered on the IT system. Pharmacists can only be registered on the system once accredited and the commissioner has been notified.

3.1.8 Warrington Borough Council reserves the right to carry out post payment verification checks. In the event of any underpayment or overpayment made by the purchaser, the amount is recoverable within 3 months by prior arrangement with the provider.

**2 Monitoring Schedule**

2.1 Activity for each month should be entered and up to date by the 5th day of the following month. For example January data should be submitted by the 5th February. Warrington Borough Council has moved to quarterly monitoring and payment and any commissioned IT provider will be able to support this schedule.

2.2 The activity levels of individual Pharmacies will not be capped due to the numbers involved within the scheme and the nature of the service.

2.3 The programme is however subject to an overall cap based on the total budget allocated to this service by Warrington Borough Council. Warrington Borough Council reserves the right to reduce or ration the service by giving the provider six weeks notice or to terminate the contract using the termination clause in Schedule 1, section 7.

2.4 Monitoring information should be submitted as per the dates in Schedule 3. Any claims submitted after the deadline will not be paid until the following quarter. Any claims submitted after the 31st July in respect of the previous financial year will not be accepted or paid.

2.5 Warrington Borough Council reserves the right to ask for a forecast of activity in the final quarter of the year.

**Appendix 1 – PGDs**

**Recently reviewed and refreshed PGD’s (issued May 2016 and expiring 31st May 2019):**

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**Appendix 2 – Local Safeguarding Information/Procedures**

**Information also listed and contained on Pharmoutcomes monitoring platform**

**Safeguarding Procedures:**

**Children and Young People (under 18)**

Anyone who has concerns for the immediate safety of a **child or young person** must phone:

•The Assessment and Intervention Team on 01925 446257

(Monday –Friday 8.45 am- 5pm)

•Out of Hours Service (Emergency Duty Team) on 01925 444400

**Do not hesitate. Seek support and advice immediately.**

Where the Provider reasonably suspects that a Service User may have been subjected to abuse or neglect, the Provider must report his concerns to the appropriate authorities. The reporting process, contacts and other relevant information may be viewed by clicking on the following internet links:

Children - <http://www.warrington.gov.uk/downloads/file/1368/what_to_do_if_you_re_worried_about_a_child>

Adults - <https://www.warrington.gov.uk/info/201189/warrington_safeguarding_adults_board_wsab/215/warrington_safeguarding_adults_board_wsab>

**Appendix 3 - Local Pathways and Services available**

**Ordering Supplies**

Condoms and Chlamydia Postal Testing Kits can be ordered from the Integrated Sexual Health Service provided by Bridgewater Community Healthcare NHS Foundation Trust:

Contact: Helen Deegan

Email: [**Helen.deegan@bridgewater.nhs.uk**](mailto:Helen.deegan@bridgewater.nhs.uk)

Tel: 01925 644208

**Leaflets: Contraception and Sexually Transmitted Infections** (available to download)

<http://www.fpa.org.uk/resources/leaflet-and-booklet-downloads>

**Local Sexual Health Services**

<http://www.nhs.uk/Service-Search/Sexual-health-services/LocationSearch/1847>

**Warrington Centre for Sexual Health (WCSH)**

Warrington Centre for Sexual Health offers free, confidential sexual health services at Bath Street Health and Wellbeing Centre (01925 644202).

This is an integrated service provided by [Bridgewater Community Healthcare NHS Foundation Trust](http://www.bridgewater.nhs.uk/).

* Confidential advice
* Testing and treatment for **all** sexually transmitted infections
* HIV testing, treatment, advice and support
* All contraceptives, including coils and implants
* [C-Card Condom Distribution Scheme for under 19′s](http://www.bridgewater.nhs.uk/warrington/sexualhealth/ccard/)
* Pregnancy testing
* Advice about abortion
* Cervical Screening (Smear Tests)
* [Chlamydia Screening for under 25s](http://www.bridgewater.nhs.uk/warrington/sexualhealth/chlamydiascreening/)
* Quick Test Chlamydia & Gonorrhoea quick testing service (15-25yrs only)
* Youth Advice Shop (YAS) sexual health service for under 19s
* Help and advice following sexual assault
* Specialist clinics (Psychosexual, Vulvo skin clinic, HIV)

The sexual health and contraception service is also offered in these clinics and locations:

**Bath Street Health & Wellbeing Centre**  
Morning, afternoon and evening clinics are offered, both appointment and drop-in sessions. Contact the central booking line for more information.  
Tel: 01925 644202

Monday to Friday 8.30am – 11.00am  
Walk in clinic.

**Birchwood Clinic**  
Monday morning between 9.00am and 11.00am.  
Booked appointments only.  
Tel: 01925 644202

**Orford Jubilee**  
Tuesday & Thursday evening between 5.00pm and 8.00pm  
Tel: 01925 644202

**Priestley College**  
Thursday lunchtime 12.00pm – 2.00pm (students and term time only)

**Warrington Collegiate**  
Monday lunchtime 12.30pm – 2.30pm (students and term time only)

Under 19s can visit:

Youth Advice Shop  
Winmarleigh Street (opposite the YMCA entrance)  
WA1 1SR

Telephone: 01925 644202

Opening hours:

Monday to Friday 3.30pm – 5.30pm  
Saturday: 12.30 pm – 3.30 pm  
Walk in clinics.

**HIV Prevention & Support Service**

This service is provided by Terrence Higgins Trust. THT are commissioned to work in a variety of ways to engage with communities at heightened risk of HIV transmission in Warrington.

They run a variety of clinics and drop-ins across the town and link in closely with Warrington Centre for Sexual Health (our integrated provider) to ensure that those who need further HIV support and treatment are provided with what they need.

For further information:

Contact THT Office in The Gateway Building, Sankey Street, Warrington, WA1 1SR

Tel: Gody 07436108049/Kerry 07436109140

Or

Email: [Godefroid.seminega@tht.org.uk](mailto:Godefroid.seminega@tht.org.uk)

Or

[Kerry.thomas@tht.org.uk](mailto:Kerry.thomas@tht.org.uk)

**Appendix 4 – Self Declaration of Competence Process**

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**Appendix 5 – Service User Feedback**

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