

TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

Parties

- (1) **HCRG Care Services Limited** incorporated and registered in England and Wales with company number 07557877 whose registered office is at The Heath Business and Technical Park, Runcorn, Cheshire, United Kingdom, WA7 4QX (the “**Company**”); and
- (2) The Pharmacy whose name is set out in the Confirmation Notice which accompanies these Terms and Conditions (the “**Pharmacy**”).

Background

- (A) The Company has entered into a contract with Warwickshire Council, Coventry City Council and NHS England (together the “**Commissioners**”) to provide a community-based integrated sexual health service in the Coventry and Warwickshire area (the “**Sexual Health Service**”).
- (B) The Company wishes to appoint the Pharmacy to act as its sub-contractor for the provision of services within the Sexual Health Service.
- (C) The Agreement comprises of:
 - (a) these terms and conditions (“**Terms and Conditions**”); and
 - (b) the notice completed and signed by the Pharmacy confirming its acceptance of these Terms and Conditions (the “**Confirmation Notice**”),and shall be binding on both Parties.

Agreed Terms and Conditions

1 Commencement and Duration

- 1.1 The Agreement shall take effect on 1st April 2024(the “**Effective Date**”). The Pharmacy shall commence delivery of the Services on 1st April 2024, (the “**Services Commencement Date**”). The Commissioners shall not be liable for any fees relating to the services delivered under this contract from the Service Commencement Date, for the duration of this agreement.
- 1.2 The Agreement shall expire on 31st March 2029, unless it is terminated earlier in accordance with **clause 14**, or extended, in whole or part up, to a period of five (5) years from 1st April 2029 in accordance with **clauses 1.3 to 1.8 (“Expiry Date”)**.

- 1.3 The Company may in its discretion propose to the Pharmacy that the Agreement should be extended up, in whole or part, to a period of five (5) years (the “**Extension Period**”) commencing on the day after the Expiry Date set out in Clause 1.2.
- 1.4 The Company may propose that the Extension Period is to be awarded, either in whole or part, for a period of five (5) years from the Expiry Date and, if extended in part, it may be extended on more than one occasion for a duration specified in the Extension Request Notice, so long as it does not exceed the total Extension Period.
- 1.5 If the Company wishes to extend the term of this contract up to a period of 5 (years) commencing on the day after the Expiry Date set out in Clause 1.2 (the “**First Extension**”) it must issue a to the Pharmacy, not later than two (2) months prior to the Expiry Date, an extension request notice (the “**Extension Request**”).
- 1.6 Within eight (8) Operational Days of the Pharmacy’s receipt of the First Extension Request, the Company and the Pharmacy shall make contact in order to agree whether to proceed with the First Extension, and if the Company and the Pharmacy agree in writing to proceed with the First Extension, the Agreement shall not expire on the Expiry Date but on the expiry date stated in the First Extension Request, unless it is further extended in accordance with **clause Error! Reference source not found.**
- 1.7 The Company may in its discretion, twenty one (21) days prior to the expiry of any previously agreed First Extension period, propose to the Pharmacy that the Agreement should be extended in whole or in part by a further period as specified in the Extension Request Notice, so long as it does not exceed the Extension Period, commencing on the day after the final day of the previously agreed extension period by in each case issuing to the Pharmacy, not later than twenty one (21) days prior to the expiry of the previously agreed extension period, an extension request notice.
- 1.8 The process as set out in Clause 1.6 and 1.7 shall apply to any subsequent Extension Notice Requests.

2 The Services

2.1 The Pharmacy shall (and shall procure that the Staff shall) deliver the Services in accordance with:

- 2.1.1 those services which, in accordance with the Confirmation Notice, the Pharmacy opts in to provide as listed at Schedule 1;
- 2.1.2 Good Practice Guidelines;
- 2.1.3 these Terms and Conditions; and
- 2.1.4 all applicable Law.

2.2 Where the Pharmacy believes that a Service User or a group or class of service users, other than those to whom the Pharmacy is providing the Service, may have an unmet sexual health and/or reproductive need, then the Pharmacy shall notify the Company who shall be responsible for making an assessment to determine what remedial steps are required to be taken.

3 Safeguarding Children and Adults in Vulnerable Circumstances

In delivering the Services, the Pharmacy shall comply with the Safeguarding Policies.

4 Payment

4.1 Upon completion of PharmOutcome clinical templates,, each month the company shall receive a data extract from the PharmOutcome system to generate payment to pharmacies based upon reported activity, with payment reports sent to:

HCRG Care Services Limited

The Heath Business and Technical Park

Runcorn

Cheshire

WA7 4QX

4.2 If the Company disputes any data submission, notice of such dispute shall be given to the Pharmacy within ten (10) Operational Days of receipt, any undisputed part of the invoice shall be paid as usual pending resolution of the dispute, and the Parties shall attempt to resolve the dispute in accordance with **clause 21**.

4.3 All invoices delivered in accordance with **clause 4.1** shall be paid within thirty (30) days of the date of receipt. Where the Commissioner has made payment to the Company in respect of the Services and the Pharmacy's invoice relates to such Services then, to that extent, the invoice must be treated as valid and, provided the Company is not exercising a right of retention or set-off in respect of a breach of contract by the Pharmacy or in respect of a sum otherwise due by the Pharmacy to the Company, payment must be made to the Pharmacy without deduction

4.4 This Contract forms part of a larger contract for the benefit of the Commissioners and should the Pharmacy have any difficulty in securing the timely payment of an invoice, that matter may be referred by the Pharmacy to the Commissioners.

5 Equipment

5.1 The Pharmacy shall at all times and at its own cost:

- 5.1.1 provide all Equipment necessary to provide the Services in accordance with all applicable Law and these Terms and Conditions;
- 5.1.2 store, use and maintain all Equipment strictly in accordance with the manufacturer's instructions and with good practice in relation to infection control; and
- 5.1.3 maintain records in relation to all Equipment and the maintenance of such Equipment and shall make such records available to the Company where reasonably requested in writing by the Company.

6 Staff

6.1 The Pharmacy shall have sufficient appropriately qualified and experienced Staff to ensure that the Services are provided in all respects and at all times in accordance with these Terms and Conditions. If requested by the Company, the Pharmacy shall as soon as reasonably practicable and by no later than fifteen (15) Operational Days of receipt of such written request, provided the Company with evidence of the Pharmacy's compliance with this **clause** 6.1.

6.2 The Pharmacy shall ensure that:

- 6.2.1 there is an adequate number of Staff to provide the Services properly in accordance with the provisions of the applicable Service Specification;
- 6.2.2 where applicable, Staff are registered with the appropriate professional regulatory body; and
- 6.2.3 Staff are aware of and respect equality and human rights of colleagues and Service Users.
- 6.2.4 it can provide a clear DBS Certificate (Standard, Enhanced or Enhanced and DBS Barred List) for each of the Staff engaged in the Services;
- 6.2.5 each of the Staff possess the appropriate qualifications, experience, skills and competencies to perform the duties required of them and are appropriately supervised, managerially and professionally, and adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- 6.2.6 are covered by the Pharmacy's indemnity arrangements (as identified and to the extent set out in **clause** 16) for the provision of the Services;

- 6.2.7 carry, and where appropriate display, valid and appropriate identification in accordance with Good Clinical practice; and
 - 6.2.8 are aware of and respect equality and human rights of colleagues, Service Users, Carers and the public.
- 6.3 The Pharmacy shall have in place systems for seeking and recording specialist professional advice and shall ensure that every member of Staff involved in the provision of the Services receives:
- 6.3.1 proper and sufficient continuous professional and personal development, training and instruction;
 - 6.3.2 full and detailed appraisal (in terms of performance and on-going education and training); and
 - 6.3.3 professional leadership commensurate with the Services,
- each in accordance with Good Clinical Practice and the standards of their relevant professional body, if any.
- 6.4 The Pharmacy shall promptly notify the Company in writing where:
- 6.4.1 any member of Staff's Professional Registration is, or will be, revoked, suspended or varied;
 - 6.4.2 any conditions or restrictions are, or will be, imposed on a member of Staff's Professional Registration;
 - 6.4.3 a member of Staff is the subject of disciplinary proceedings, or any other investigation or action initiated by a Regulatory Body or the Pharmacy in relation to the performance of the Services under the Agreement; or
 - 6.4.4 the Pharmacy, or a member of Staff, is notified by a Regulatory Body that one or more complaint(s) have been received by it in respect of a member of Staff in relation to the performance of the Services under the Agreement,
- in each case, whether or not the member of Staff's ability to carry out his/her duties under the Agreement is, or will be, affected.
- 6.5 The Pharmacy must keep and must procure that the Company is kept advised at all times of any Staff who, subsequent to their commencement of employment, receives a relevant conviction, caution or reprimand or whose previous relevant convictions, cautions or reprimands become known to the Pharmacy (or any employee of a Sub-Contractor involved in the provision of the Services).
- 6.6 Where the Pharmacy serves a notice in accordance with **clause** 6.4, or in any other circumstances where the Company is not reasonably satisfied with the performance of an individual member of Staff, then the Company shall be entitled in its absolute discretion to require the Pharmacy to remove the affected member

of Staff from the performance of the Services with immediate effect (and for the avoidance of doubt, in such circumstances, the Company shall not be liable for any costs, including without limitation redundancy costs, incurred by the Pharmacy as a result of removing the affected member of Staff from the Services and/or engaging a replacement).

6.7 Before the Pharmacy engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Pharmacy, at its own cost, shall as appropriate comply with NHS Employment Check Standards as amended from time to time, including ensuring appropriate Disclosure and Barring Service (DBS) checks and clearances.

6.8 If requested by the Company, the Pharmacy shall as soon as practicable and by no later than ten (10) Business Days following receipt of that request, provide the Authority with evidence of the Provider's compliance with **Clause 6.2**.

7 Co-operation

7.1 The Pharmacy shall co-operate fully and liaise appropriately with:

7.1.1 the Company; and

7.1.2 the Commissioners;

in order to:

(a) enable the Company to fulfil its obligations under the Head Contract; and

(b) ensure that a consistently high standard of care for the Service User is at all times maintained.

8 Policies

8.1 The Pharmacy acknowledges and agrees that under the terms of the Head Contract, the Company is required to operate certain policies (including, without limitation, the Service User Consent Policy and a policy in respect of the death of any Service User) (the "**Service Policies**"). The Pharmacy shall use its reasonable endeavours to perform the Services in accordance with the Service Policies as notified and provided to it from time to time by the Company.

8.2 The Pharmacy shall at all times comply with the Company's complaints policy, as may be amended from time to time. A copy of the Company's current complaints policy can be found at www.digital.thesexualhealthhub.co.uk

9 Serious Untoward Incident and Patient Safety Incident Reporting

9.1 The Pharmacy shall, in accordance with the timescales set out the Incident Reporting Policy, send the Company a copy of any notification it gives to the Regulator or NHS Improvement where that notification directly or indirectly concerns any Service User and the performance of the Services under the Agreement.

9.2 The Parties shall comply with:

9.2.1 the arrangements for notification and investigation of Serious Untoward Incidents; and

9.2.2 the procedures for implementing and sharing Lessons Learned in relation to Serious Untoward Incidents,

that are set out in the Incident Reporting Policy.

9.3 The Company shall have complete discretion to use the information provided by the Pharmacy under this **clause 9** in any report which they make to the Commissioner, the Regulator, any NHS Body, any Strategic Health Body, any office or agency of the Crown, or any other appropriate regulatory or official body in connection with such Serious Untoward Incident or in relation to the prevention of Serious Untoward Incidents, provided that they shall in each case give at least three (3) Operational Days' prior notice to the Pharmacy of the information to be disclosed, and the body to which they intend to disclose it.

9.4 The Pharmacy shall comply in all respects with:

9.4.1 the procedures relating to Patient Safety Incidents; and

9.4.2 the procedures for implementing and sharing Lessons Learned in relation to such Patient Safety Incidents,

that are set out in the Incident Reporting Policy.

10 Quality

10.1 The Pharmacy shall carry out the Services in accordance with all applicable Law, Good Clinical Practice Good Health and Social Care Practice, and shall unless otherwise agreed with the Company in writing:

10.1.1 consider and respond to the recommendations arising from any audit, Serious Untoward Incident report or Patient Safety Incident report;

10.1.2 comply with the recommendations from time to time issued by a relevant Competent Body;

10.1.3 comply with the standards and recommendations from time to time issued by any relevant professional body and agreed in writing between the Company and the Pharmacy; and

10.1.4 comply with the recommendations from time to time contained in technology appraisals issued by the National Institute for Health and Clinical Excellence (or any successor body).

11 Pastoral, Spiritual and Cultural Care

The Pharmacy shall take account of the spiritual, religious, pastoral and cultural needs of Service Users.

12 Equity of Access, Equality and No Discrimination

12.1 The Pharmacy shall not discriminate between or against Service Users or Carers on the grounds of gender, age, ethnicity, disability, religion or belief, sexual orientation or any other non-medical characteristics.

12.2 The Pharmacy shall provide to the Company such information as the Company may reasonably require to:

12.2.1 monitor the equity of access to the Services; and

12.2.2 fulfil their obligations under the Law,

provided that the Company shall not be permitted to share such information with any organisation outside of the NHS without first obtaining the prior written consent of the Pharmacy (not to be unreasonably withheld or delayed).

13 Warranties

13.1 In relation to the Services the Pharmacy gives the following warranties:

13.1.1 it has full power and authority to enter into the Agreement and all relevant governmental or other official approvals and consents and all necessary Consents have been obtained and are in full force and effect;

13.1.2 its execution of the Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a Party or which is binding on it or any of its assets;

13.1.3 it has the right to permit the disclosure and use of Confidential Information for the purpose of the Agreement; and

13.1.4 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under the Agreement.

14 Termination

Voluntary Termination

- 14.1 The Company shall be entitled to terminate the Agreement or any part of the Services at any time by giving not less than three (3) months' written notice to the Pharmacy.

Termination by the Company

- 14.2 The Company may terminate the Agreement or any part of the Services by written notice to the Pharmacy to take effect immediately if:

14.2.1 the Pharmacy ceases to carry on its business or substantially reduces the whole of its business;

14.2.2 an order is made or a resolution is passed for the winding-up of the Pharmacy, or an administrator or receiver is appointed to manage the Pharmacy's affairs, or the Pharmacy makes any arrangement with its creditors, or any similar event occurs to the Pharmacy;

14.2.3 the Pharmacy serves a notification in accordance with **clause** 6.4 and, notwithstanding its other rights under the Agreement, the Company considers in its absolute discretion that (i) the Pharmacy's ability or capacity to deliver the Services is, or will be, adversely affected or (ii) termination of the Agreement is necessary in order to protect the reputation of the Company and/or the Sexual Health Service;

14.2.4 without prejudice to the Company's other rights and remedies under the Agreement, the Pharmacy has breached any one or more of its obligations under the Agreement and such breach(es) materially and adversely affects the performance of the Pharmacy's obligations and, only if such breach(es) is/are capable of remedy, the Pharmacy has failed to remedy such breach(es) within fifteen (15) Operational Days of receipt of a notice from the Company identifying the breach(es);

14.2.5 the Head Contract terminates (whether in whole or in part); or

14.2.6 the Commissioners require the Company to remove or replace the Pharmacy or any Staff or Sub-Contractor.

Termination by the Pharmacy

- 14.3 Provided that the Pharmacy has complied with **clause** 4, if at any time the aggregate undisputed amount due to the Pharmacy from the Company exceeds the equivalent to the Pharmacy or four (4) months' average income under the Agreement and full payment is not made by the Company within thirty (30) Operational Days of receipt of written notice from the Pharmacy requiring payment to be made, the Pharmacy may

terminate the Agreement (in respect of the whole but not part only of the Services) by serving written notice to take effect immediately.

15 Effects of Termination or Expiry

15.1 Termination of the Agreement, however it arises, shall not affect or prejudice the accrued rights of the Parties at termination or the continuation of any provision expressly stated to survive, or implicitly surviving, termination.

16 Liability and Indemnity

16.1 Without prejudice to its liability for breach of any of its obligations under the Agreement, the Pharmacy shall indemnify and keep indemnified the Company against all Losses whatsoever incurred by the Company, whether arising out of or in connection with:

16.1.1 the Pharmacy's or any Sub-contractor's tort (including negligence), default or breach of this Contract, breach of the Law or breach of its statutory duty or breach of an obligation under the DPA;

16.1.2 any claim made against the Company arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Pharmacy's or any Sub-contractor;

16.1.3 the enforcement of this Contract,

save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Contract or breach of statutory duty or breach of an obligation under the DPA by the Company.

16.2 Each Party must at all times take all reasonable steps to minimise and mitigate any Losses for which it is entitled to be indemnified by or bring a claim against the other Party pursuant to this Contract.

16.3 The Pharmacy assumes responsibility for and acknowledges that the Company may, amongst other things, recover:

16.3.1 sums paid by the Company to the Pharmacy pursuant to this Contract, in respect of any services not provided in accordance with the Contract;

16.3.2 Direct losses incurred by the Company arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Sub-contractor, Staff, regulator or customer of the Company) against the Company caused by the act or omission of the Pharmacy or Sub-contractor;

- 16.3.3 any anticipated savings.
- 16.4 The Pharmacy shall maintain in force (or procure that its sub-contractors shall maintain in force) at its own cost appropriate insurance policies including but not limited to:
 - 16.4.1 employers' liability insurance;
 - 16.4.2 clinical negligence where the provision or non-provision of the Services (or any other services under the Agreement) may result in a clinical negligence claim;
 - 16.4.3 public liability insurance; and
 - 16.4.4 professional negligence.
- 16.5 For the purpose of this **clause** 16, an indemnity arrangement may comprise of either:
 - 16.5.1 a policy of insurance;
 - 16.5.2 an arrangement made for the purposes of indemnifying a person or organisation; or
 - 16.5.3 a combination of a policy of insurance and an arrangement made for the purposes of indemnifying a person or organisation.
- 16.6 The Pharmacy shall, from time to time and in any event within five (5) Operational Days of a written demand, provide documentary evidence to the Company that any indemnity arrangements taken out by the Pharmacy pursuant to this **clause** 16 are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 16.7 The Pharmacy shall maintain (and/or procure that its sub-contractors shall maintain) a clinical negligence indemnity arrangement for the duration of the Agreement, in accordance with the following minimum criteria:
 - 16.7.1 such indemnity arrangement shall be maintained in the name of the Pharmacy (and/or sub-contractor as appropriate);
 - 16.7.2 such indemnity arrangement shall be obtained from a reputable indemnifier who has not been identified by the Company as being unacceptable to the Company;
 - 16.7.3 the Pharmacy shall be liable to make good any deficiency in the event that the proceeds of any indemnity arrangement are insufficient to cover the settlement of any claim; and

16.7.4 the Pharmacy warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which the indemnity arrangement may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part or which may otherwise render any sum paid out under such indemnity arrangement repayable in whole or in part.

16.8 Upon the expiry or termination of the Agreement the Pharmacy shall (and shall use its reasonable endeavours to procure that each of its sub-contractors shall) procure that any ongoing liability it has or may have in negligence arising out of the performance of the Services under the Agreement shall continue to be the subject of appropriate indemnity arrangements for the period of six (6) from termination or expiry of the Agreement or until such earlier date as that liability may reasonably be considered to have ceased to exist.

16.9 This **clause** 16 shall survive in all respects the expiry of the Agreement or its termination for any reason.

16.10 Nothing in these Terms and Conditions shall exclude or limit the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or losses caused by either Party's deliberate or wilful breach of the Agreement.

17 Data protection and freedom of information

17.1 The Parties acknowledge their respective duties under the DPA and the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

17.2 To the extent that the Pharmacy is acting as a Data Processor on behalf of the Company or the Commissioners, the Pharmacy shall, in particular, but without limitation:

17.2.1 only process such Personal Data as is necessary to perform its obligations under the Agreement, and only in accordance with any instruction given by the Company under the Agreement;

17.2.2 ensure that appropriate technical and organisational measures are in place 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 specific requirements in **clause** 17.3.2 below, the state of technical development and the level of damages 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;

17.2.3 take reasonable steps to ensure the reliability of employees who will have access to such Personal Data, and ensure that such employees are aware of and trained in the policies and procedures identified in **clauses** 17.3.3, 17.3.4 and 17.3.5 below; and

17.2.4 not cause or allow such Personal Data to be transferred outside the European Economic Area without the prior written consent of the Company.

17.3 The Pharmacy and the Company shall ensure that Personal Data is safeguarded at all times in accordance with the Law, which shall include without limitation obligations to:

17.3.1 perform an annual information governance self-assessment;

17.3.2 (where transferred electronically) only transfer essential data that is:

(a) necessary for direct patient care; and

(b) encrypted to the higher of the international data encryption standards for healthcare and the Law (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes);

17.3.3 have policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;

17.3.4 have a policy that allows it to perform its obligations under the NHS Care Records Guarantee;

17.3.5 have agreed protocols for sharing Personal Data with other NHS organisations and (where appropriate) with non-NHS organisations; and

17.3.6 where agreed between the parties have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of such recordings.

17.4 The Pharmacy acknowledges that the Company and the Commissioner are subject to the requirements of the FOIA and shall use its reasonable endeavours to assist and co-operate with the Company to enable the Company to comply with its disclosure obligations under the FOIA. Accordingly the Pharmacy agrees:

17.4.1 that the Agreement is subject to the obligations and commitments of the Company under the FOIA;

17.4.2 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 to be agreed between the Pharmacy and the Company;

17.4.3 that where the Pharmacy receives a request for information under the FOIA which relates to the delivery of the Services under this contract, it will not respond to such request (unless directed to do so by the Company) and will promptly transfer the request to the Company;

17.4.4 that the Company, 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 Pharmacy and the Agreement either without consulting with the Pharmacy, or following consultation with the Pharmacy and having taken its views into account; and

17.4.5 to assist the Company 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 where reasonably practicable, provide copies of all information requested by the Company within five (5) Operational Days of such request.

18 Confidentiality

18.1 The Parties shall not use, divulge or communicate to any person (except to their professional representatives or advisers as may be required by Law), any Confidential Information which may have or may in future come to their knowledge and they shall use reasonable endeavours to prevent the publication or disclosure of any Confidential Information concerning such matters. The obligation in this clause shall be without limitation in time and shall survive termination of the Agreement.

18.2 The Pharmacy will seek the Company’s consent before publishing press releases relating to the Agreement or to the Services and shall not publish such information without having obtained such consent (although the Company may not withhold or delay consent unreasonably).

19 Variations

19.1 The parties agree that any changes to the Company’s obligations which are agreed between the Company and the Commissioner under the relevant provisions of the Head Contract shall, to the extent that they impact the provision of the Services under this Agreement, be incorporated into this Agreement without the consent of the Pharmacy provided that as soon as reasonably practicable such amendments are notified by the Company to the Pharmacy in writing. The Pharmacy will implement the changes as soon as practicable but in any event no later than ten (10) Operational Days from receiving the written notification from the Company.

19.2 Where either Party (for the purposes of this **clause 19**, the “**Proposer**”) wishes to propose any variation to the Services and/or the terms of the Agreement (a “**Variation**”), it shall serve written notice on the other Party setting out the Variation proposed and the date upon which the Proposer requires it to take effect (a “**Variation Proposal**”).

19.3 Upon receipt of a Variation Proposal, the receiving Party (the “**Recipient**”) shall respond to it in writing within ten (10) Operational Days from the date of the Variation Proposal, or if it is marked “urgent” within five (5) Operational Days of the date of the Variation Proposal.

19.4 The Parties shall then meet within ten (10) Operational Days of the date of the Recipient’s response to discuss the Variation Proposal and shall (acting reasonably and in good faith) use reasonable endeavours to agree the Variation.

19.5 If, notwithstanding **clause** 19.41, the Recipient does not agree the Variation, the Recipient shall give notice in writing to the Proposer that the Variation is refused and shall set out reasonable grounds for such refusal. The Proposer may then:

19.5.1 withdraw the Variation Proposal; or

19.5.2 refer the Recipient’s refusal to the dispute resolution procedure under **clause** 21.

20 Third party rights

20.1 Subject to Clause 20.2 is not intended that any other third party be entitled to enforce the Agreement, and the right of the Parties to amend the Agreement is not subject to the consent of any third party.

20.2 The Pharmacy acknowledges and agrees that under the terms of the Head Contract the Company is required to give the Commissioners the right to directly enforce the terms of this Contract.

21 Disputes

21.1 Either Party wishing to enter into the dispute resolution process should register that this is the case by notifying the other in writing.

21.2 The Parties will attempt in good faith to resolve any dispute promptly through negotiation between their authorised representatives.

21.3 All negotiations and proceedings connected with any dispute, claim or settlement arising out of or relating to the Agreement (“**dispute**”) shall be conducted in confidence.

21.4 If the negotiation referred to in **clause** 21.2 does not resolve the matter in question within fourteen (14) Operational Days of the notification required in **clause** 21.1, then the Company and the Pharmacy will escalate the process by referring the matter to the Regional Director from the Company an Arden LPC representative and a representative from the Pharmacy, who shall use their reasonable endeavours to settle disputes between them internally in good faith.

21.5 This **clause** 21 shall survive the expiry or termination of the Agreement.

22 Provisions surviving Termination

22.1 Any rights, duties or obligations of any of the Parties which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for any reason of the Agreement, together with all indemnities, shall continue after such expiry or termination, subject to such other limitations of time as are expressed in the Agreement. For the avoidance of doubt (and without limiting the scope of this clause), the Parties agree that **clauses 9, 14, 15, 16, 18, 21** shall survive the termination or expiry of the Agreement.

23 Assignment, Sub-Contracting and Change in Control

23.1 The Pharmacy must not assign, delegate, transfer, sub-contract, charge or otherwise dispose of all or any of its rights or obligations under this Contract without the without the Company's prior written consent.

23.2 The Company's consent to sub-contracting under **clause 23.1** will not relieve the Pharmacy of its liability to the Company for the proper performance of any of its obligations under this Contract and the Pharmacy shall be responsible for the acts, defaults or neglect of any Sub-contractor, or its employees or agents in all respects as if they were the acts, defaults or neglect of the Pharmacy.

23.3 The Pharmacy must inform the Company in writing on, and in any event within five (5) Business Days following, a change in control.

24 Audit and Inspection

24.1 The Pharmacy must comply with all reasonable written requests made by any Regulator or Authorised Person for entry to the Pharmacy's Premises and/or the premises of any Sub-contractor for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. The Pharmacy may refuse such request to enter the Pharmacy's Premises and/or the premises of any Sub-contractor where it would adversely affect the provision of the Services or, the privacy or dignity of a Service User. The Pharmacy will endeavour to provide access where reasonably practicable and shall provide all reasonable facilities to the Authorised Person or Regulator.

24.2 Within twenty (20) Business Days of the Company's reasonable request, the Pharmacy must send the Company a verified copy of the results of any audit, evaluation, inspection, investigation or research in relation to the Services, or services of a similar nature to the Services delivered by the Pharmacy, to which the Pharmacy has access and which it can disclose in accordance with the Law.

24.3 The Company shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Pharmacy or delay the provision of the Services.

24.4 During any audit undertaken under clauses 24.1 or **Error! Reference source not found.**, the Pharmacy must provide the Company with all reasonable co-operation and assistance in relation to that audit, including:

24.4.1 all reasonable information requested within the scope of the audit;

24.4.2 reasonable access to the Pharmacy's Premises and/or the premises of any Sub-contractor; and

24.4.3 access to the Staff.

25 Force Majeure

25.1 Where a Party is (or claims to be) affected by an event of Force Majeure, it must take all reasonable steps to mitigate the consequences of it, resume performance of its obligations under this Contract as soon as practicable and use its reasonable efforts to remedy its failure to perform its obligations under this Contract.

25.2 Subject to clause 25.1, the Party claiming relief as a result of an event of Force Majeure will be relieved from liability under this Contract to the extent that because of the event of Force Majeure it is not able to perform its obligations under this Contract.

25.3 The Party claiming relief as a result of an event of Force Majeure must serve an initial written notice on the other Party immediately it becomes aware of the event of Force Majeure. This initial notice shall give sufficient details to identify the particular event. The Party claiming relief must then serve a detailed written notice within a further fifteen (15) Business Days. This detailed notice shall contain all relevant available information relating to the failure to perform the relevant obligations under this Contract as is available, including the effect of the event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it and resume full delivery of Services.

25.4 A Party cannot claim relief as a result of an event of Force Majeure, if the event of Force Majeure is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant event of Force Majeure.

25.5 The Company shall not be entitled to exercise its rights to withholdings and/or deduction of payments under this Contract, to the extent that the circumstances giving rise to such rights arise as a result of an event of Force Majeure.

26 Miscellaneous

26.1 Except as set out expressly in this Contract, no Party will acquire the intellectual property rights of the other Party. The Company shall grant to the Pharmacies a royalty free, non-exclusive and non-transferable licence for the duration of this Agreement to use the Companies intellectual property rights only for the purpose of delivering services under this agreement or in connection with this Agreement and shall be limited to the duration of this agreement.

- 26.2 No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 26.3 If any of the provisions of the Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced, provided that this does not fundamentally frustrate the Parties' original intentions, in which case the Agreement shall terminate forthwith.
- 26.4 No variation to the Agreement shall be valid unless it is in writing and signed by an authorised representative on behalf of both Parties.
- 26.5 The Parties are not in partnership with each other and there is no relationship of principal and agent between them.
- 26.6 Except where these Terms and Conditions expressly provide otherwise, the written terms of this document record the entire agreement between the Company and the Pharmacy in connection with the Services and any other matters mentioned herein. Neither Party has relied on any representation which is not recorded here and both Parties will refrain from claiming otherwise. This does not affect either Party's liabilities or remedies for fraud.
- 26.7 The Agreement shall be governed by the laws of England. Save where the Agreement provides otherwise, the English courts shall have exclusive jurisdiction.
- 26.8 Any notice required to be given under the Agreement shall be in writing and shall be delivered:
- 26.8.1 in the case of the Pharmacy, to the last known address of the Pharmacy; or
- 26.8.2 in the case of the Company, to the following address:
- Sarah Lunt, Business Unit Head (email sarah.lunt@hrcrgcaregroup.com)
- HCRG Care Services Limited
- The Heath Business and Technical Park,
- Runcorn, Cheshire, WA7 4QX
- 26.9 Notices:
- 26.9.1 by post shall be effective upon the earlier of actual receipt, or five (5) Operational Days after mailing;
- 26.9.2 by hand shall be effective upon delivery; and

26.9.3 by e-mail shall be effective when sent in legible form, but only if, following transmission the sender does not receive a non-delivery message.

27 Interpretation

27.1 The definitions and rules of interpretation in this clause apply to these Terms and Conditions.

27.1.1 “**Agreement**” means the Agreement made between the Parties based on these Terms and Conditions.

27.1.2 “**Company Complaints Policy**” means the Company's policy for dealing with complaints, as provided by the Company to the Pharmacy, as may be updated and amended (and subsequently communicated to the Pharmacy) from time to time.

27.1.3 “**Audit Commission**” means the independent public body established under the Audit Commission Act 1998 which is responsible for ensuring that public money is spent economically, efficiently and effectively in the areas of local government, housing, health, criminal justice and the fire and rescue services.

27.1.4 “**Authorised Person**” means the Commissioners or any body or person concerned with the treatment or care of a patient approved by the Commissioners.

27.1.5 “**Carer**” means the person responsible for the day-to-day care of a Service User.

27.1.6 “**CMB**” means the clinical management board of the Company.

27.1.7 “**Commissioners**” means the Warwickshire Council, Coventry City Council and NHS England.

27.1.8 “**Competent Body**” means any body that has authority to issue standards or recommendations with which the Parties must comply.

27.1.9 “**Confidential Information**” means information which belongs or relates to any Party to the Agreement and which is disclosed to the other Party to the Agreement for the purpose of or incidentally to the carrying on of the Agreement and which would reasonably be considered to be confidential or which is designated as confidential by the Party disclosing it. Confidential Information includes data on patients but does not include information which is or becomes generally available to the public (other than as a result of disclosure by the Party receiving it, or its representatives or advisers); or is or becomes available to a Party otherwise than pursuant to the Agreement and free of any restriction as to its use or disclosure.

27.1.10 “**Consent**” means:

- (a) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of the Services; and/or
- (b) any necessary consent or agreement from any third party needed either for the performance of the Pharmacy's obligations under the Agreement, or for the provision by the Pharmacy of the Services in accordance with the Agreement,

including any registration with the Care Quality Commission.

27.1.11 **“Contract Year”** shall mean a period of twelve (12) months commencing on the Effective Date and every anniversary of the Effective Date.

27.1.12 **“Data Processor”** has the meaning given in the DPA.

27.1.13 **“Data Subject”** has the meaning given in the DPA.

27.1.14 **“DPA”** means the Data Protection Act 2018.

27.1.15 **“Effective Date”** has the meaning given in **clause 1.1**.

27.1.16 **“Equipment”** means all equipment and consumables used by the Pharmacy in the performance of the Services.

27.1.17 **“Existing Stocks”** has the meaning given in **Schedule 1**.

27.1.18 **“Expiry Date”** has the meaning given in **clause 1.2**.

27.1.19 **“First Extension”** has the meaning given in **clause 5**.

27.1.20 **“First Extension Request”** has the meaning given in **clause 5**.

27.1.21 **“FOIA”** means the Freedom of Information Act 2000.

27.1.22 **“Good Practice Guidelines”** means using standards, practice, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider and a person providing the services the same or similar to the Services at the time the Services are provided.

27.1.23 **“Good Health and Social Care Practice”** means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence

and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced health and social care provider and a person providing the services the same or similar to the Services at the time the Services are provided.

27.1.24 "**Guidance**" means any applicable health or social care guidance, direction or determination which the Company and/or the Pharmacy has a duty to have regard to, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Pharmacy by the Company and/or the Department of Health and which for the avoidance of doubt, shall include the NHS Operating Framework.

27.1.25 "**Head Contract**" means the contract made between the Company and the Commissioners for the provision of the Sexual Health Service.

27.1.26 "**Incident Reporting Policy**" means the policy for reporting Serious Untoward Incidents and Patient Safety Incidents, as may be updated and amended (and subsequently communicated to the Pharmacy) from time to time.

27.1.27 "**Indirect Losses**" means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

27.1.28 "**Law**" means:

- (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;
- (c) any applicable judgment of a relevant court of law which is a binding precedent in England;
- (d) Guidance;
- (e) National Standards; and
- (f) any applicable code, including without limitation the Cabinet Office Code;

in each case, in force in England.

- 27.1.29 "**Lessons Learned**" means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Pharmacy's provision of the Services.
- 27.1.30 "**HealthWatch**" means an entity established pursuant to contractual arrangements made by a local authority under section 221(1) of the Local Government and Public Involvement in Health Act 2007, the function of which is to carry on in such local authority's area the activities specified in section 221(2) of the Local Government and Public Involvement in Health Act 2007.
- 27.1.31 "**Losses**" means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses.
- 27.1.32 "**NHS Employment Check Standards**" means the documents which set out the pre-appointment checks that are required by law, those that are mandated by Department of Health policy, and those that are required for access to the NHS Care Records Service and include, without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks.
- 27.1.33 "**National Audit Office**" means the independent office established under the National Audit Act 1983 which conducts financial audits and reports to Parliament on the spending of public money and any successor body.
- 27.1.34 "**National Standards**" means those standards applicable to the Pharmacy under the Law and/or Guidance, as amended from time to time.
- 27.1.35 "**Operational Day**" means a day other than a Saturday, Sunday or bank holiday in England.
- 27.1.36 "**Parties**" means the Company and the Pharmacy, and "**Party**" shall mean either one of them.
- 27.1.37 "**Patient Safety Incidents**" means any unintended or unexpected incident which could have led or did lead to harm to one or more Service Users receiving NHS-funded care.
- 27.1.38 "**Personal Data**" has the meaning given in the DPA.
- 27.1.39 "**Premises**" means premises controlled or used by the Pharmacy for any purposes connected with the provision of the Services.
- 27.1.40 "**Professional Registration**" means a member of Staff's registration or certification with, or accreditation by, a Regulatory Body;

27.1.41 **“Proposer”** has the meaning given in **clause 19.1**.

27.1.42 **“Quarter”** means a period of three (3) months commencing on the Services Commencement Date, the second of which will commence three (3) months after the Services Commencement Date, the third of which will commence six (6) months after the Services Commencement Date and so on during the term of the Agreement, apart from the final quarter which shall be the period from the end of the previous quarter until the date on which the Agreement expires or is terminated.

27.1.43 **“Rates”** means the rates set out in **Schedule 2**.

27.1.44 **“Recipient”** has the meaning given in **clause 19.3**.

27.1.45 **“Regulator”** means the Care Quality Commission established under the Health and Social Care Act 2008.

27.1.46 **“Regulatory Body”** means any body that has authority for registering, certifying or accrediting professionals performing services the same as the services being carried out by the relevant member of Staff, or any part of them;

27.1.47 **“Safeguarding Policies”** means the **Companies policies** for safeguarding and promoting the welfare of children and adults in vulnerable circumstance derived from the Commissioners (acting jointly) as may be updated and amended (and subsequently communicated to the Pharmacy) from time to time.

27.1.48 **“Serious Untoward Incidents”** means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers a serious injury, major permanent harm or unexpected death and where the actions of the Pharmacy, the Staff or the Company are likely to be of significant public concern.

27.1.49 **“Service Brand”** has the meaning given in **clause Error! Reference source not found.**

27.1.50 **“Service Location”** has the meaning given in **clause**.

27.1.51 **“Service Policies”** has the meaning given in **clause 8.1**.

27.1.52 **“Service User”** means a patient, service user, client or customer of the Commissioners or any patient, service user, client or customer who is referred or presented to the Pharmacy or otherwise receives Services under the Agreement.

27.1.53 **“Services”** means the services set out in the service specification appended

27.1.54 **“Services Commencement Date”** has the meaning given in **clause 1.1**.

27.1.55 “**STI**” means sexually-transmitted infection.

27.1.56 “**Staff**” means all persons (whether clinical or non-clinical) employed or engaged by the Pharmacy (including volunteers, agency, locums, casual or seconded personnel) in the provision of the Services, or any activity related to, connected with the provision of the Services.

27.1.57 “**Term**” means the period from the Service Commencement Date to the Expiry Date, or date of termination if earlier.

27.1.58 “**Variation**” has the meaning given in **clause 19.1**.

27.1.59 “**Variation Proposal**” has the meaning given in **clause 19.1**.

27.2 **Person** includes a corporate or unincorporated body or association (whether or not having separate legal personality).

27.3 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

27.4 Writing or written includes faxes but not e-mail or any other form of electronic communication.

27.5 Where the words include(s) or including are used in these Terms and Conditions, they are deemed to have the words 'without limitation' following them.

27.6 The Schedules shall form part of these Terms and Conditions.

27.7 References in these Terms and Conditions to “the Commissioners” (or any one of them) shall include those bodies’ successor organisations.

Service Specification for the supply of Emergency Hormonal Contraception (EHC) and Chlamydia Screening

SCHEDULE 1 – SERVICE SPECIFICATION

Background (including evidence base):

HCRG Care Group has been commissioned by Warwickshire County Council, Coventry City Council and NHS England to deliver integrated sexual health and HIV treatment services across Coventry and Warwickshire, commencing 1st April 2024 to 31st March 2029, with a potential contract extension of a further five years.

The key service aims of the Coventry and Warwickshire Integrated Sexual Health Service are:

- To provide Sexual health promotion, information and advice including that which aims to reduce stigma associated with STIs, HIV and unwanted pregnancy;
- Rapid and easy access to services for the prevention, detection and management (treatment and partner notification) of sexually transmitted infections to reduce prevalence and transmission;
- Rapid and easy access to the full range of contraceptive services for all ages;
- Prevention of unwanted pregnancy including unwanted pregnancy among teenagers;
- Rapid and easy access to NHS funded abortion services for those who choose this option;
- Supporting women and couples to plan pregnancy;
- Reducing late diagnoses of HIV;
- Improving the sexual health of people living with HIV;
- Continuous service improvement through development, innovation and consultation with service users and the local population;
- Prevention of infection and health improvement through providing screening and brief interventions for risk taking behaviours and lifestyles;
- Provide clinical leadership to a clinical network across Coventry and Warwickshire, maximising its cross organisation working to improve sexual health services;
- Deliver high quality open access sexual health services in line with NICE guidance / best PRACTICE guidance. This will include all aspects of a sexual health service including testing, treating and education programmes;
- Providing sexual health information and advice in order to develop increased knowledge, especially in high-need communities and within vulnerable groups;
- Ensuring that services are acceptable and accessible to people disproportionately affected by unwanted pregnancy and sexual ill health based on the most up to date sexual health needs assessment and Joint Strategic Needs Assessment (JSNA);
- Providing opportunities for people to manage their own sexual health either independently or with support;
- Rapid and easy access to services for the prevention, detection and management (treatment and partner notification) of sexually transmitted infections to reduce prevalence and transmission;
- Provision of chlamydia screening
- Improve access for all age groups to a complete range and choice of contraception including long-acting methods, emergency contraception, condoms and support to reduce the risk of unwanted pregnancy;
- Supporting evidence-based PRACTICE in sexual health (this should include participation in audit and service evaluations and may include research);

- Promoting the service and key sexual health messages to the local population, via the use of innovative and appropriate media and marketing techniques tailored to specific audiences.

Coventry and Warwickshire Integrated Sexual Health Service aims to deliver a quality assured, open access, fully integrated sexual health service that offers services that are equitable and accessible, in the right locations to meet the needs of its diverse population, in particularly meeting the needs of residents who often do not access health care services.

The Company aim to commission Pharmacy Sexual Health Services that support the achievement of the Head Contract requirements, through their provision of:

- Access to Emergency Hormonal Contraception – EHC – for patients aged 13 years and over.
- Chlamydia Screening (15–24-year-old inclusive age range only)

Emergency Hormonal Contraception (EHC)

Unplanned pregnancy is an issue for all women of child-bearing age. EHC is a safe and effective way of preventing accidental pregnancy after unprotected sexual intercourse. The 1998 WHO trial demonstrated that the progesterone only emergency contraceptive regime prevented 95% of expected pregnancies within 24 hours, 85% within 48 hours and 58% within 72 hours. In 2018 WHO updated guidelines to include the use of additional methods of emergency contraception which include the copper-bearing intrauterine devices (IUDs).

The emergency contraceptive pill regimes recommended by WHO are ulipristal acetate, levonorgestrel, or combined oral contraceptives (COCs) consisting of ethinyl oestradiol plus levonorgestrel. In Warwickshire continued use of levonorgestrel and ulipristal acetate through pharmacy distribution, with all alternative methods through the Integrated Sexual Health Services (ISH).

Levonorgestrel 1500 micrograms tablet (N.B. this is equivalent to 1.5mg levonorgestrel) is a progesterone contraceptive designed to be used for the occasional emergency when sexual intercourse has taken place without protection or when protection has failed (e.g., burst condom); this can be taken up to 96 hours after intercourse. Levonorgestrel is not a substitute for regular contraceptive use. It is less effective than regular contraception and provides no protection from HIV or sexually transmitted diseases.

Ulipristal-Acetate is a selective progesterone receptor modulator (SPRM) licensed for EHC up to 120 hours after unprotected sexual intercourse (UPSI) or contraceptive failure.

This agreement applies when supplying EHC (Levonorgestrel or Ulipristal) as the licensed preparation in an attempt to prevent an unintended pregnancy for a client presenting within 120 hours of unprotected intercourse.

The purpose of the Emergency Hormonal Contraception (EHC) Pharmacy service is to provide rapid access to emergency contraception, support the promotion of safer sexual PRACTICES, and signpost young women into appropriate services, e.g. British Pregnancy Advisory Service (BPAS), ISHS GP

It is limited to persons residing within the boundaries of Coventry and Warwickshire, and it is expected that the Pharmacist will signpost the ineligible client to their nearest service provision for EHC (If unable to provide or to meet patient choice) and for future contraceptive need.

Clients should be advised that oral EHC is unlikely to be effective if ovulation has already taken place, and that additional advice should be sought from an appropriate healthcare professional.

Chlamydia Screening

Genital Chlamydia Trachomatis infection is the sexually transmitted infection most frequently diagnosed in genitourinary medicine (GUM) clinics in England. Prevalence of infection is highest in sexually active young men and women, especially those aged less than 25 years. Untreated infection can have serious long-term consequences for both men and women.

In women it can lead to pelvic inflammatory disease (PID), ectopic pregnancy and tubal factor infertility. In men it can lead to epididymo-orchitis & infertility. Since many infections are asymptomatic, a large proportion of cases remain undiagnosed, although infection can be diagnosed easily and effectively treated.

Chlamydia screening provides an opportunity to deliver safer sex advice to young people and to change knowledge and attitudes relating to chlamydia and chlamydia testing. These are important steps towards sustaining any reductions in the level of chlamydia infection achieved by the programme. Research has shown being tested for chlamydia has a positive impact on their subsequent willingness to engage with future testing, and a smaller impact on subsequent sexual behaviour.

Objectives

The objectives of the service are:

- To increase the availability of EHC and sexual health to those who require it.
- To raise awareness of the risks associated with unprotected sexual intercourse (UPI.)
- To counsel on the full range of contraception options available and facilitate swift transition into community sexual health services.
- To be vigilant regarding safeguarding issues and act promptly without undue delay in case of any concern. Increase screening of sexually active men and women aged under 25yrs for Chlamydia infection.
- Reach sexually active young men and women who do not use conventional sexual health services.
- Increase opportunistic screening of asymptomatic patients consulting for unrelated conditions in Pharmacy.
- Increase understanding and awareness of the importance of Chlamydia screening in sexually active young people.
- Reduce the stigma associated with Chlamydia infections and raise awareness of positive sexual health.
- Increase early detection and treatment of Chlamydia and reduce transmission and complications associated with the infection

Expected Outcomes Including Improving Prevention

Better reproductive health and wellbeing outcomes for women who are resident of Coventry or Warwickshire who require the service.

Description of Public Health Service:

The service is provided by an accredited pharmacist at the specific, approved pharmacy operating within the parameters of this service level agreement and the current EHC PGD.

The service can only be provided in a pharmacy approved by HCRG Care Group Coventry and Warwickshire Integrated Sexual Health Service.

Deliverers of the service must have a valid DBS check with their place of work; DBS check's will need to be completed again every 3 years. It is the responsibility of the sub-contractor to ensure all deliverers hold a valid DBS.

Client privacy is of utmost importance, and the selection of each pharmacy will have been based on the assurance that they use an approved private counselling area that complies with the requirements for provision of advanced services under the National Pharmacy Contractual Framework.

Responsibilities and Roles

Pharmacy undertakes to:

1. Provide the service detailed in this agreement under the EHC Patient Group Direction attached as separate documents, for a minimum of 70% of total opening hours per week on a regular basis.
2. Refer to the FSRH algorithms in Appendix 2 and 3 to ensure the most appropriate advice and treatment is offered to the client.
3. Signpost, sexually active females less than 25 years of age, who receive a consultation as part of the EHC service, to the Integrated Sexual Health services where appropriate from information gathered in an EHC consultation.
4. Promote the use of condoms to protect against sexually transmitted infections (STIs) and advise on the possible need for screening for STIs.
5. Signpost clients to other local providers when not providing the service and provide suitable support to clients (e.g., ring ahead to other provider etc).
6. Checks will be undertaken by HCRG Care Group to ensure up to date documents are available to view through PharmOutcomes and by ad hoc visits to pharmacies.
7. Maintain evidence of accreditation in accordance as recommended by CPPE with the requirements of this agreement for each pharmacist providing the service, within the pharmacy.
8. Display the EHC available logo externally and where possible, designate window space for a display board or poster giving information on emergency contraception and how to obtain it locally.
9. Work towards achieving the goals set out in the Department of Health 'You're Welcome' quality criteria, through appropriate referrals to other sexual health providers for the element's pharmacy cannot provide.
10. Maintain records of the service delivered to each client (Appendix 1).
11. Submit a claim form each month in an accurate and timely manner using PharmOutcomes.

12. Use a standardised referral letter when clients are excluded from treatment under the provisions of the PGD (Appendix 2).
13. 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 commissioner 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.

Training Requirements:

CPPE learning programmes provide pharmacists with the necessary knowledge to underpin the provision of this service:

1. Emergency contraception CPPE e-learning (Dec 2012, reviewed April 2022).
2. Contraception CPPE e-learning (Dec 2015, reviewed January 2022).
3. Combating CSE CPPE e-learning (July 2015) including 'Spotting the Signs' video (May 2016).
4. Safeguarding children and vulnerable adults CPPE e-learning (Jan 2017). including assessments for level 1 (Feb 2017) and level 2 (Jan 2017) (Reviewed October 2021).
5. All provider pharmacists to have enhanced level DBS status.

Where the learning programme provides pharmacists with an assessment or record of completion this must be kept by the pharmacist and be provided to HCRG Care Group upon request. Where CPPE update the educational materials listed above pharmacists providing this service will be expected to complete the revised modules and have evidence of completion.

Optional training:

- Consultation skills for pharmacy PRACTICE CPPE e-learning (Jan 2014, re-released July 2021).
- Dealing with difficult discussions CPPE e-learning (Jan 2014, reviewed June 2017).
- Sexual health in pharmacies CPPE e-learning (Oct 2015, reviewed December 2020)

Pharmacists should complete CPPE training online and populate a Self-Declaration of Competence (DoC) for Community Pharmacy for Emergency Contraception.

A copy of each person's DoC MUST be kept and made available to HCRG Care Group as required or requested. The DoC should be renewed every two years as a minimum, or sooner if appropriate.

NICE Competency framework: The Pharmacist must have achieved the competency levels specified in the NICE Competency Framework for Health Professionals using Patient Group Directions

(<https://www.nice.org.uk/guidance/mpg2/resources>).

Fraser Guidelines – based on a House of Lords Ruling; a healthcare 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 or allow the doctor to tell them that they are seeking contraceptive advice.
- The young person is likely to begin or continue having unprotected sex with or without contraceptive treatment.
- The young person's physical or mental health is likely to suffer unless he or she receives contraceptive advice or treatment.
- Example Fraser Competency checklist here:
<https://www.nspcc.org.uk/preventing-abuse/child-protection-system/legal-definition-child-rights-law/gillick-competency-fraser-guidelines/>

HCRG Care Group undertakes to:

1. Maintain a list of pharmacists who sign up to this agreement and ensure that this is updated appropriately. The list will be made available to all Community Pharmacy contractors.
2. Provide clinical support and guidance at all times in response to pharmacy queries
3. To support pharmacy training for the provision of this service
4. Provide chlamydia testing kits and condoms for distribution under this contract.
5. Provide a framework for the recording of relevant service information for the purposes of audit and the claiming of payment.
6. Effect prompt payment following PharmOutcomes submission.
7. Provide up to date details of other services, which pharmacy staff can use to refer on service users who require further assistance.

Audit arrangements:

HCRG Care Group Coventry & Warwickshire Sexual Health colleagues may visit randomly selected pharmacies to view a random selection of client consultations.

Adherence to this agreement will be monitored via a process agreed with the LPC, as part of the ongoing quality assurance process.

SCHEDULE 2- PRICING SCHEDULE

Summary of Payments Available:

£15.00 per Client Consultation.

£5.00 per pregnancy test

£2.00 per distribution of each Chlamydia Test

£25.00 for each Chlamydia Test sample returned by the patient to HCRG Care Groups Coventry & Warwickshire Sexual Health Service that results in a chlamydia positive test result.

Supplied products will be reimbursed at current drug tariff price; HCRG Care Group will monitor the drug tariff price and give notice of any changes to the service offer based on the increase in drug cost. Fees paid to pharmacy will be reviewed on an annual basis, in line with the review of the overall service budget and development of delivery model.

Payment will be made in sterling on receipt of a system generated invoice provided automatically by the commissioned/associated IT platform (PharmOutcomes). 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 programme is, however, subject to an overall cap based on the total budget allocated to this service by Warwickshire County Council and Coventry City Council. HCRG Care Group reserves the right to reduce or ration the service by giving the provider notice or to terminate the contract. HCRG will ensure that providers have adequate notice (3 months) and may be allowed to withdraw their services upon such notice.

Safeguarding

Any potential safeguarding concerns for vulnerable adults or young people to be highlighted as per local referral pathways.

Health services not only have a duty to safeguard all patients but provide additional measures for patients who are less able to protect themselves from harm or abuse this includes vulnerable adults and children.

The Provider must have clear Adult and Child Protection policies and procedures that clearly link to the Authorities' and Coventry and Warwickshire Adult and Child Protection protocols for recognising, responding to, reporting and recording suspected or actual abuse and will comply fully with Local Safeguarding Children Boards.

The service will work within statutory guidance on making arrangements to safeguard and promote the welfare of children under Section 11 of the Children Act 2004 – Working Together to Safeguard Children 2010

The Provider shall ensure that all staff, including key agents, independent visitors and volunteers, know what action to take if they observe, suspect or have reported to them, possible evidence of abuse.

The Provider shall communicate to staff within its policies that all reports of suspected abuse are taken seriously within the organisation and that staff can report legitimate concerns without prejudice to their employment or fear of any criticism.

This is the Customer's Safeguarding Children and Young People policy.

Append here:

Links to local safeguarding processes:

[Coventry Safeguarding Adults Board – Coventry City Council](#)

[Coventry Safeguarding Children Partnership policies and procedures – Coventry City Council](#)

[Home | Warwickshire Safeguarding Adults and Children's Board \(safeguardingwarwickshire.co.uk\)](#)

If you need to get in touch out of usual office hours, please contact the **Emergency Duty Team** immediately by calling

To report a crime or raise a concern about abuse with Warwickshire Police, you can phone non-emergency number **101**. But if it is an emergency always dial: **999**

A local safeguarding child flow chart must be available for reference in the pharmacy providing the service.

Appendix 1

Date:

Dear Colleague

Emergency Hormonal Contraception with Levonorgestrel or Ulipristal Acetate 30mg Exclusion from Supply via Patient Group Direction in Community Pharmacy
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This client has accessed the pharmacy for EHC. The information gathered during the consultation excludes her from treatment under the PGD and I have advised her to seek further medical advice.

The reason(s) for exclusion is/are indicated below.

Criteria for exclusion / referral (Tick as appropriate)

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.

1	More than 120 hours since unprotected sex.	
2	Client under 16 assessed as not Fraser competent.	
3	Abnormal or late last menstrual period (potentially already pregnant).	
4	Recent history of abnormal vaginal bleeding.	
5	Previous history of salpingitis or ectopic pregnancy.	
6	Current breast cancer.	
7	Severe liver disease.	
8	Previous history of severe clinical problems with hormonal contraception (other than nausea).	
9	Other reason (Please specify).	
10	Possible Drug Interactions for example but not exclusive to, listed below. Potential interaction with: <ul style="list-style-type: none">• Progestogen-containing products.• Drugs that increase the gastric pH e.g. antacids PPI.• Not to be given if women on EID.• Liver enzyme-inducing drugs including St John's Wort.• Non – liver enzyme – inducing antibiotics should follow normal regimen.	

11	<p>Contra Indications:</p> <ul style="list-style-type: none"> • Hypersensitivity to any components. • Pregnancy and those at risk of Ectopic pregnancy (previous history). • Ulipristal Acetate (UPA) Breastfeeding please note risk to Breastfed child cannot be excluded therefore not recommended. • Not recommended to women with severe uncontrolled asthma. • Caution with women with hepatic dysfunction. • Advised caution for women with hepatic dysfunction and malabsorption syndromes or hypersensitivity to components of EHC. 	
12	Allergy to Levonorgestrel or Ulipristal Acetate 30mg.	
13	Client suffers from Cohn's disease or similar, or diarrhoea. and vomiting, potentially reducing absorption of Levonorgestrel /Ulipristal Acetate (UPA).	
14	Other (please specify).	

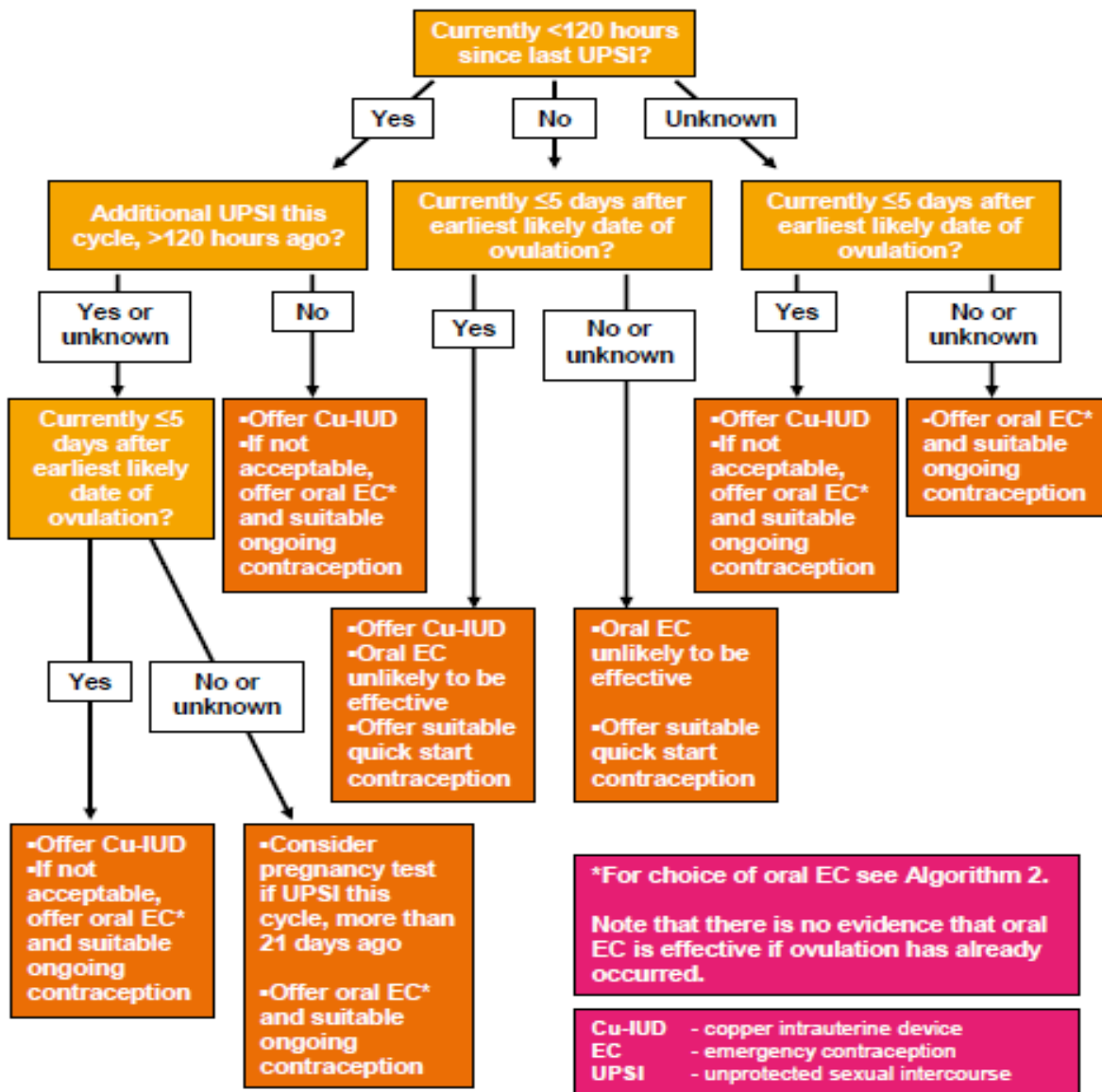
I have advised the client to arrange an appointment with you to discuss the most appropriate course of action and have explained that any further treatment will be at your discretion.

Yours sincerely
Community Pharmacist



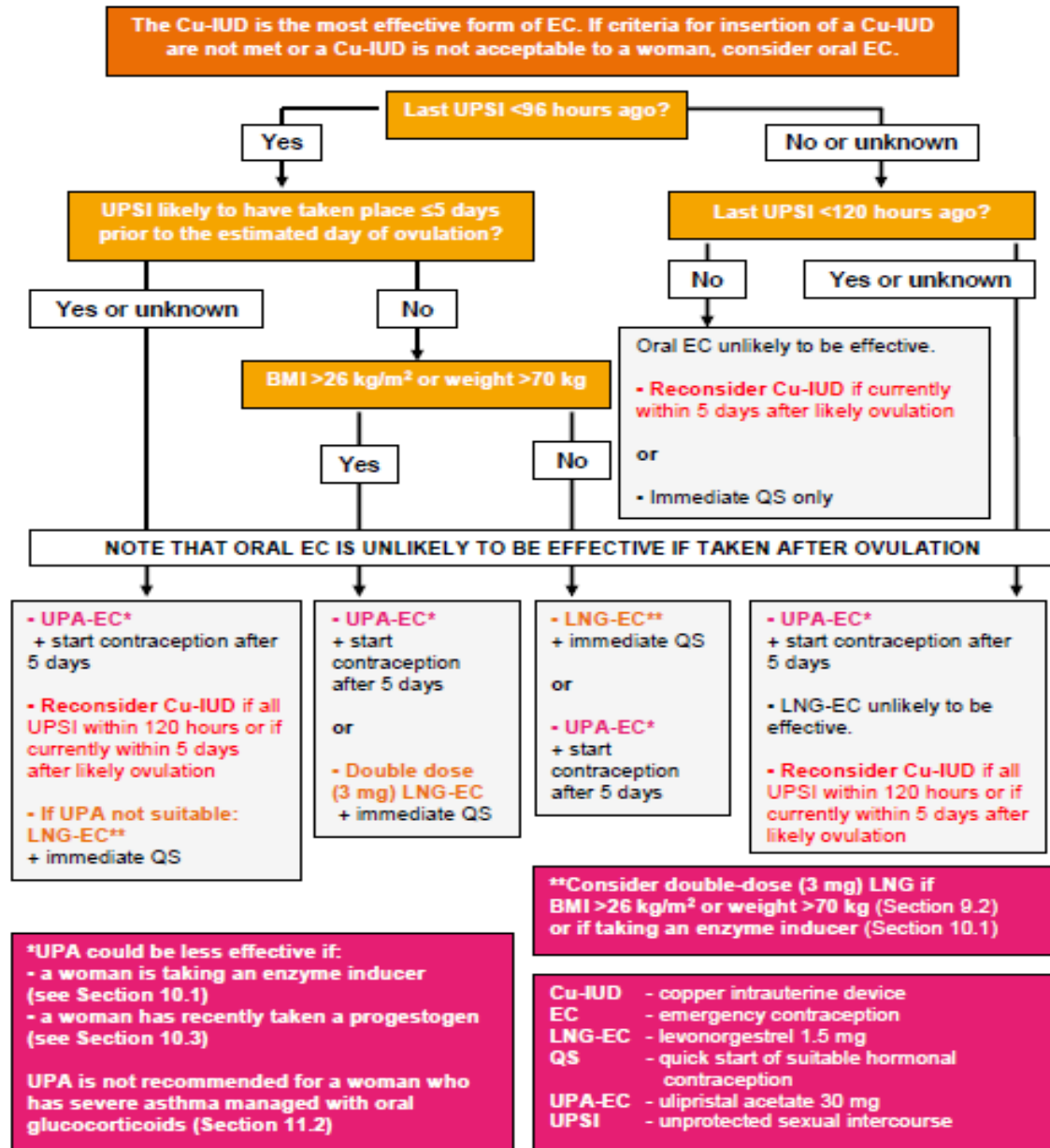
Decision-making Algorithms for Emergency Contraception

Algorithm 1: Decision-making Algorithm for Emergency Contraception (EC):
Copper Intrauterine Device (Cu-IUD) vs Oral EC





Algorithm 2: Decision-making Algorithm for Oral Emergency Contraception (EC): Levonorgestrel EC (LNG-EC) vs Ulipristal Acetate EC (UPA-EC)



Appendix 4

Memorandum of Understanding for the Implementation of Patient Group Directions between HCRG Care Group and Community Pharmacies

Period	1st April 2024 – 31st March 2029
Commissioners	Warwickshire County Council, Coventry City Council

Purpose

This memorandum of understanding has been developed between Community Pharmacies and HCRG Care Group to deliver service provision under national PGDs commissioned by Warwickshire County Council and Coventry City Council.

This memorandum of understanding provides the governance framework for the implementation of patient group directions with the aim of ensuring patients receive safe and appropriate care and timely access to emergency hormonal contraception from community pharmacies in line with legislation. It provides details on the responsibilities and accountabilities of community pharmacies and HCRG Care Group when considering the need for authorising, using, adopting and updating PGD'S. Including:

- governance arrangements
- Community pharmacies for adopting the commissioner's authorised patient group directions
- responsibility for authorising health professionals to practise under a patient group direction
- arrangements for monitoring and reviewing incidents related to patient group directions
- audit

It is HCRG Care Group responsibility to provide up to date, authorised by commissioners and approved by HCRG Care Group PGDs in time to the community pharmacies.

PGDs can be 'adopted' for use by the approved community pharmacies.

- The adoption of a PGD must be made through community pharmacies clinical governance team.
- HCRG Care Group lead pharmacist, Business Unit Head are required to review the PGD for suitability of use. This action will be formally minuted, before the PGD can be shared with community pharmacies for their adoption.

Implementation of authorised by commissioners' PGDs by community pharmacies

- The clinical representative for the service must securely store a copy of the following:
- Legally authorised PGD

- Training needs assessment for implementation of the PGD
- Signed staff agreement section on each patient group direction
- Records of relevant staff training as dictated by the PGD
- The clinical representative is responsible for the communication, distribution and implementation of the PGD.
- The clinical representative must check that each practitioner identified to use each PGD is signed-off as competent to use the PGD.
- The clinical representative is responsible for ensuring that all authorised practitioners have signed the agreement section on each PGD.
- The clinical representative must ensure that the name of any staff member no longer authorised to use a PGD is removed from the original and all copies of that PGD agreement form.

Community Pharmacists practising against a PGD

- Will act within their appropriate code of professional conduct
- Are individually authorised to work under the PGD
- Have undertaken relevant training and are able to demonstrate competency to PRACTICE under the PGD. This will include demonstration of knowledge of the service and production of evidence of other mandatory training such as basic life support and anaphylaxis.
- Have evidence of training and competency to support their individual authorisation.
- Work within parameters of the PGD and are up to date with current best PRACTICE.
- Never delegate their task of supplying or administering a medicine under a PGD to another member of staff.
- Work within their own sphere and scope of competence at all times.
- Are using the most current approved PGD and that it is in date.
- Participate in PGD audit and review as necessary.
- Ensure that they can determine the patient meets the inclusion criteria as set out in the PGD
- Are able to discuss alternative options for treating the patient's condition, when appropriate
- Assess each individual patient's circumstances and preferences
- Recognise when signposting or referral to another health professional or service is needed
- Understand relevant information about the medicine(s) included in the PGD, such as: how to administer the medicine, how the medicine acts within the body, dosage calculations, potential adverse effects and how to manage them, drug interactions, precautions and contraindications, storage requirements, follow-up arrangements, be able to advise the patient or their carer about the medicine(s), as appropriate.
- When supplying a medicine, provide an appropriately labelled pack.
- Ensure that the patient receives a manufacturer's patient information leaflet with each medicine
- Document the following information about the clinical assessment and supply and/or administration of the medicine(s) i.e. date and time of supply and/or administration, patient details, such as name, date of birth, allergies, previous adverse events and how the patient met the criteria of the PGD, details of medicine, such as name, strength, dose, frequency, quantity, of administration (record the batch number and expiry date for vaccines, blood-derived products and other medicines if recommended by relevant national guidance)
- A record of the name and signature (which may be an electronic signature) of the health professional supplying or administering the medicine will be made
- relevant information that was provided to the patient or their carer will be documented
- A record will be made that patient consent to treatment was obtained, in line with the Department of Health's advice on consent (2009).

Record Keeping

Community pharmacies will ensure that when providing treatment under a PGD staff will document the following information:

- date and time of supply and/or administration
- patient details, such as name, date of birth, allergies, previous adverse events and how the patient met the criteria of the PGD
- details of medicine, such as name, strength, dose, frequency, quantity, route of administration
- a statement that supply is by using a PGD, including the PGD reference number
- name and signature (which may be electronic) of the health professional supplying the medicine
- relevant information that was provided to the patient or their carer
- Whether patient consent to treatment was obtained, in line with the Department of Health's advice on consent (2009).

National Standards The contents of this service level agreement are based on the NICE Guidance Patient Group Directions August 2013 and the Health Service Circular (HSC 2000/026). The current legislation for PGD'S is included in the Human Medicines Regulations.

