



PSNE Ltd

Newcastle Emergency Hormonal Contraception

Valid from 1st October 2023

Pharmacy Services

The agreement relates to the provision of sexual health services in community pharmacies and is divided into two separate levels:

- Provision of Emergency Hormonal Contraception (EHC)
- Pregnancy testing relating to EHC provision.

Women, hereafter referred to as clients, may self-refer or be referred for assessment by other professionals. All clients requesting EHC from the pharmacist must be informed of the free scheme. Clients under 25 may attend solely to request EHC and/or for chlamydia screening.

1. Emergency Hormonal Contraception

Clients may self-refer or be referred for assessment by other professionals. The pharmacist will provide advice and guidance to the client as well as assessing their suitability for EHC. This will be according to Patient Group Direction (PGD) and this service specification.

All women requesting EHC from the pharmacy must be informed of the free service and signposted to an alternative service provider if the pharmacy is unable to provide EHC. All women should be offered a referral for a copper IUD as the first choice for emergency contraception.

The pharmacist or suitably trained pharmacy assistant will provide advice and guidance about STIs to young people accessing the pharmacy aged 15 – 24 years and where appropriate, free testing kits to screen for chlamydia infection will be provided.

All details of the consultation will be recorded on the PharmOutcomes template and appropriate record keeping maintained for audit and governance purposes.

In accordance with Pharmacy regulations, the pharmacist will ensure that clients are given details of local services for future use e.g. sexual health clinics and GP surgeries. Preferentially a referral may also be made, as appropriate, for women wanting ongoing contraceptive advice. Signposting should include a brief description of what each service provides and leaflets as well as information on effective condom use, a pack of condoms and information on where to obtain condoms via C card.

2. Clinical Governance

The pharmacy contractor has a duty to ensure that pharmacists involved in the provision of these services have relevant knowledge and are appropriately trained and competent in the operation of the service.

The pharmacy must maintain appropriate records to ensure effective ongoing service delivery, clinical audit and reporting of activity and billing.

The named pharmacist(s) will:

- Assess clients for suitability of treatment at the time of presentation.
- Obtain and record informed consent for treatment from the client consistent with Department of Health guidance.

Confidential records of consultations and competence assessment according to Fraser guidelines must be securely retained for seven years.

3. Quality Requirements

- The pharmacy reviews its standard operating procedures and the referral pathways for the service on an annual basis.
- The pharmacist can demonstrate they have undertaken CPD relevant to this service.
- The pharmacy participates in an annual organised audit of service provision.
- The pharmacy conforms to relevant Infection Prevention and Control
- The pharmacy co-operates with any locally agreed assessment of service user experience.
- The pharmacy records and investigates any clinical incidents or complaints, according to the local guidance. A written summary should be sent to the Commissioning Lead.

4. Clinical exclusions

Clinical exclusions to EHC are outlined in respective Patient Group Direction but clients may prefer to seek advice from or be referred to one of the Sexual health services if clients have chronic medical conditions or disorders that cause concern.

5. Confidentiality

The Pharmacists and their staff must not disclose to any person other than a person authorised by PSNE Ltd any information acquired by them in connection with this Agreement.

Without prejudice to the generality of Clause 9.1, the Pharmacist and their staff must not disclose to any person other than a person authorised by PSNE Ltd any information acquired by them in connection with the provision of the services hereunder which concerns:

- PSNE Ltd, its staff or procedures
- The identity of any client
- The medical condition of or the treatment received by any client.

6. Eligibility

The pharmacy must employ one or more pharmacists or locum pharmacists who have completed the relevant training programme and authorised to undertake this specialised, enhanced sexual health service.

- Completion of the relevant CPPE training packs
- Signing of the contract and EHC Patient Group Directions
- The pharmacist is authorised to undertake the duties outlined in this service level agreement in pharmacies registered as part of the scheme. Should the pharmacist leave the employ of the premise owner and not be replaced immediately by an accredited pharmacist, PSNE Ltd must be informed and the pharmacy will no longer participate in the scheme, unless there are other authorised pharmacists employed at the premises.
- A copy of the service specification must be kept freely available in the pharmacy and all staff should be aware of its contents. If a locum is employed who is not authorised to provide the service, clients must be made aware of alternative locations where the service can be obtained.
- The premises must have a consultation area. The consultation area must:
 - Enable the pharmacist and client to sit down together
 - Enable the conversation to be carried out at normal volume without being overhead
 - Be clearly signed as a private consultation area
 - Include access to a set of weighing scales

All serious clinical incidents must be reported to PSNE Ltd using an appropriate clinical incident form.

All pharmacists must have a DBS Check which should be renewed every 3 years.

7. Indemnity

The Pharmacy/pharmacist shall be liable for and shall indemnify its officers, employees and agents against any liability, loss, claim or proceedings arising under statute or at common law in consequences of this Agreement.

The Pharmacy shall maintain insurance of a minimum of £5 million in respect of public liability and personal indemnity against any claims, whatsoever which may arise out of the terms and conditions and obligations of this Agreement and will at all times during the period of this Agreement be a member of a recognized professional organisation. PSNE Ltd will have the right to see documentary evidence of the foregoing including policy renewal receipts prior to commencement of this agreement or at any stage during the period of this Agreement. If the pharmacy fails to maintain adequate insurance or is no longer a member of an appropriate professional organisation (for whatever reason), this Agreement may be terminated by PSNE Ltd without prejudice to any other rights and remedies available.

8. Tax Liabilities

It is hereby declared that it is the intention of the parties that the Pharmacist/ Pharmacy shall have the status of a self-employed person and shall be responsible for all Income Tax, VAT liabilities, and National Insurance or similar contributions in respect of fees and reimbursements.

9. **Standard of Service**

The services hereunder shall be provided in accordance with this Agreement and except in emergencies, the pharmacy shall not deviate from this agreement without the prior written consent of PSNE Ltd.

In addition to any more specific obligations imposed by the terms of this Agreement, it shall be the duty of the pharmacy to provide the services hereunder to a standard, which is in all respects to the reasonable satisfaction of PSNE Ltd. The standard and quality of service will be of paramount importance to PSNE Ltd in managing this Agreement.

Without prejudice to the Contractor's obligations to meet all performance requirements under the contract, the contractor must, in the provision of the service have awareness of the standards set out in "Standards for Better Health" published by the Department of Health on 21 July 2004 & available on the DH website (gateway reference 3528). The contractor shall comply with all relevant legislation (and directions there under) and have regard to all relevant guidance.

10. **Staff**

The pharmacy shall in respect of all persons employed or seeking to be employed by the pharmacy (whether in and about the provision of the services hereunder or otherwise) comply with each and every provision of law including those which prohibit discrimination in relation to employment on the grounds of the protected characteristics of the Equality Act (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation).

11. Audit

The pharmacy must allow access by PSNE Ltd's internal and/or other nominated auditors to all or any papers relating to this Agreement for the purposes of audit.

The pharmacy must fully co-operate to carry out service evaluation audits as required.

12. Protection

The pharmacy must protect personal data in accordance with provisions and the principles of the Data Protection Act 1998 and must ensure the reliability of their staff have access to the data.

All pharmacists are required to maintain the confidentiality of client data in line with Caldicott guidance. Pharmacists are reminded of their obligation within the code of ethics, in particular the maintenance of confidentiality.

The pharmacy must indemnify PSNE Ltd against all claims and proceedings and/or liability, loss, costs and expenses incurred in connection therewith made or brought by any person in respect of any loss, damage or distress caused to that person by the disclosure of any personal data by the pharmacy, its staff or agents.

'Personal Data' has the same meaning as in the Data Protection Act 1998, Section 1 (1).

Clients records should be maintained in line with record management policy.

Data transfer via fax must comply with the Transfer of Personal Information Policy.

13. Complaints

The pharmacy will be required to have a system for the handling of complaints and reported as part of the monthly feedback. It is for the individual pharmacy to manage their own complaints but add as an element of their monthly reporting. Complaints of a serious nature that could have reputational consequences for either PSNE Ltd or Solutions 4 Health should be immediately escalated to helpdesk@psne.co.uk



Appendix 1 - Financial Summary

This schedule details the financial implications of this service specification.

Invoices will be sent to PSNE Ltd and will be automatically generated by PharmOutcomes.

Payment will be made against a monthly claim and supporting detail as follows:

- Clients treated, broken down by:
 - Age of client
 - First part of postcode
 - Details of consultation/treatment provided to each client
 - Date of treatment
 - Consultation/treatment provided by
 - Previous form of contraception used

- Remuneration claimed

Description	Fee	Plus drug cost (Drug
Supply of EHC - Levonegestonal (single dose)	£10.50	YES
Supply of EHC - Ella One	£10.50	YES

Appendix 2 - Key Performance Indicators

Where relevant, all activity to be recorded including the breakdown as required for invoicing in Appendix 1:

- Age of client
- First part of postcode
- Details of consultation/treatment provided to each client
- Date of treatment
- Consultation/treatment provided by
- Previous form of contraception used

Criterion
Number of females who attend community pharmacy for EHC
Complaints received
Annual patient satisfaction survey
Annual audit of: -staff safeguarding training -CPPE training -complaints/issues and solutions -access (available times for this service)