



Accredited Providers Service Specification From 1st April 2019

for the delivery of

Oral Emergency Contraception Services



This service is funded by Derbyshire County Council and provided by Derbyshire Community Health Services NHS Foundation Trust

Service Specification	Community Oral Emergency Contraception Service	
Primary Contractor Lead	Rebecca Spencer – General Manager, Integrated Sexual Health Services, Derbyshire Community Health Services NHS Foundation Trust	
Subcontractor Lead	Community Pharmacies	
Period	From 1 st April 2019	
Version	Version 4	
Supporting / Additional Documentation	Appendix A Appendix B Appendix C Appendix D Appendix Ei & ii Appendix F Appendix G Appendix H Appendix I	Care pathway - general Link to Patient Group Direction (PGD) 219 and 136 Client Record form Confirmation of adherence to Terms and Conditions of Service and Declaration of Competence (to sign and return to DCHS) Training Record and Acceptance of PGDs (to complete and retain for each pharmacist) Fraser Guidelines Glossary of terms and abbreviations Data protection protocol Information and data provisions

1. Purpose

Aims

This specification for the provision of oral emergency contraception is designed to:

- Enable women of all ages to access free emergency contraception from community pharmacies located within the Derbyshire County Council (DCC) boundary
- Increase the knowledge among young people of the availability of emergency contraception and contraception
- Reduce the number of unintended conceptions within Derbyshire
- Ensure improved access to sexual health advice and oral emergency contraception (OEC) as Levonorgestrel (LNG) and Ulipristal Acetate (ellaOne) via appropriately trained pharmacists working to an agreed Patient Group Direction (PGD)
- Provide immediate advice on contraception and direct women to long term mainstream contraceptive services, particularly hard to reach groups
- Provide immediate advice on STIs and direct women to long term mainstream ISHS services,
- Increase the knowledge of risks associated with unprotected intercourse referring on to an appropriate service where clients may be at risk.
- Raise awareness and give assurances of the confidentiality of other locally provided services (contraception, sexual health and specialist sexual health services)
- Monitor and evaluate service provision.

Evidence Base and General Overview

The Department of Health's strategy for public health includes the aim of improving access to confidential, non-judgemental sexual health services, including contraception services. The evidence clearly demonstrates that:

- Approximately 30% of all pregnancies are unplanned and the majority of teenage pregnancies are unplanned
- Of all teenagers who conceive, around 50% lead to terminations.

The national Sexual and Reproductive Health Profiles provide comparative data across a broad range of sexual health indicators. In general, Derbyshire has better sexual health than the population of the country as a whole, however inequalities in sexual health outcomes persist (e.g. high teenage pregnancy rates in some areas). For Derbyshire as a whole the rate of under 18 conceptions is below the England average, however the rate varies across tier 2 local authority areas.

The Public Health Outcomes Framework incorporates a key outcome indicator on under-18 conceptions. Improved availability within the community to women in need of OEC therefore increases access, contributing to a reduction in under-18 conceptions.

Objectives

Under this service specification a pharmacy / branches of pharmacies will be providing the OEC service as a subcontracted Accredited Provider to DCHS (the Primary Contractor), commissioned by Derbyshire County

Council (the Commissioner). The objectives of this service are to:

- To give patients knowledge of all the methods of emergency contraception available including the copper bearing intrauterine device (Cu-IUD) along with oral OEC
- Provide an accessible and timely service for the provision of OEC
- Provide a non-judgemental, supportive environment where clients feel able to discuss their concerns and ask questions
- Ensure all women attending for OEC between 0 -120 hours of unprotected sexual intercourse (UPSI) or within 5 days of expected ovulation are advised of the option for a copper bearing intrauterine device (Cu-IUD) and referred to appropriate services as necessary
- Provide OEC AND signposting to sexual health services for women at higher risk of OEC failure who would benefit from the higher efficacy of Cu-IUD
- Provide signposting to other sexual health services where there is a risk of Sexually Transmitted Infections (STI) following UPSI. Under 25's should be encouraged, where appropriate, to be screened for chlamydia and made aware of the C-Card scheme
- Provide holistic care and support individuals in addressing risk factors through signposting to appropriate service. Around 40% of the UK's disability adjusted life years lost are attributable to tobacco, hypertension, alcohol, being overweight or being physically inactive. Making changes such as stopping smoking, improving diet, increasing physical activity, losing weight and reducing alcohol consumption can help people to reduce their risk of poor health significantly.

Expected Outcomes

It is expected that the service for oral emergency contraception will contribute to:

- A reduction in the number of unplanned pregnancies
- A reduction in the under 18 conception rate
- A reduction in the number of terminations of unplanned pregnancies and repeat terminations
- Reduction in STIs and increase in Chlamydia screening numbers

2. Scope

2.1 Service Description

Pharmacists will supply oral emergency contraception (OEC) as Levonorgestrel (LNG) and Ulipristal Acetate (ellaOne), when appropriate, in line with the requirements of the locally produced Patient Group Directions (PGD) (see Appendix B); provide support and advice to women accessing the service, including the avoidance of pregnancy and STIs through safer sex, condom use and regular contraceptive methods, with signposting to 'Your Sexual Health Matters' (Derbyshire Integrated Sexual Health Service (ISHS)).

Emergency contraception methods are not limited to OEC and include the use of copper bearing intrauterine devices (Cu-IUDs). Though this service only allows supply of OEC, it should raise awareness of other methods of emergency contraception that are available and facilitate access to these.

2.1.1 Generic Service Requirements and Competencies

Pharmacy owners and superintendent pharmacists must make sure the General Pharmaceutical Council's (GPhC) 'standards for pharmacies' are met, including appropriate levels of professional indemnity insurance. Pharmacists must ensure they meet the GPhC's 'Standards of conduct, ethics and performance'. Levonorgestrel (LNG) and Ulipristal Acetate (ellaOne) may only be supplied by pharmacists who have received the training as specified in section 3.5 and have agreed to act in accordance with PGDs 219 and 136 and the stated requirements of the service (evidenced in Appendix D)

Pharmacies must ensure that appropriate organisational records are maintained, stored securely and archived, in line with the Department of Health's code of practice on records management. These records should include:

- A list of named, registered health professionals authorised to practise under each PGD used within the service
- Training records

NB: Pharmacies must complete and retain appendices Ei. and Eii. to comply with this requirement.

Where applicable, pharmacists must have the full support of the superintendent pharmacist (evidenced in Appendices D and E).

Accredited Providers must ensure all pharmacists, including locum cover, are competent to deliver this

service at the outset, before commencement of service delivery, and throughout the life of the contract, in line with the requirements of this service specification, and can provide evidence to DCHS of this if requested.

Accredited Providers must comply with any documents which set out the pre-appointment checks that are required by Law, those that are mandated by any Regulatory Body policy, and those that are required for access to the NHS Care Records Services and include: verification or identity checks right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks.

Pharmacists delivering the OEC service will be required to:

- Maintain clinical knowledge appropriate to their practice and make themselves aware of appropriate current literature and guidance
- Train their staff (where appropriate) on responding to requests for OEC when the pharmacist is present, and on the procedure to be followed to assist women to access an alternative service when the pharmacist is unavailable, maintaining patient confidentiality at all times
- Participate in surveys / audits of activity relating to the service
- Keep a client record for confirmation of completion and audit purposes
- Respond to complaints appropriately, keeping a record via the pharmacies own systems for monitoring purposes. Where a complaint relates to the delivery of OEC under this contract, pharmacies will be required to inform DCHS of the complaint and the outcome of the investigation.

2.1.2 Limitations of liability:

Nothing in this Contract shall limit or exclude either Party's liability for:

- death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- fraud or fraudulent misrepresentation.

The Accredited Provider agrees to indemnify and keep indemnified DCHS against all costs, claims, demands, liabilities, damages incurred or suffered by DCHS as a result of any act or omission of the Accredited Provider, its employees or agents.

2.2 Accessibility / Acceptability

The service increases access to emergency contraception as a specialised service. The Accredited Provider must ensure that the service offered is accessible and sensitive to the needs of individual clients, whilst respecting the relevant 'protected characteristics' specified in the Equality Act 2010 (age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation)

Pharmacists will be required to provide clients with the service requested under this specification, or, if for any reason the service is unavailable, providers will refer the patient to another service provider e.g. pharmacy, GP practice etc. for the procedure/service. Information on suppliers (local providers) of sexual health services can be found at <https://www.yoursexualhealthmatters.org.uk/> on the NHS Choices website or by ringing 0800 3283383.

DCHS will provide access to a telephone translation service to ensure that non-English speaking women are able to access the same high level of service as described above. The telephone service will be accessed using a unique PIN supplied by contacting the DCHS Communications Team on 01246 515224. The service is provided under contract with Capita Linguistics and the PIN will only be used to support the delivery of OEC and signposting to Derbyshire's Integrated Sexual Health Services (ISHS). Use of the PIN will be audited and any use of the PIN outside of this service may incur a charge.

All locations should seek to be as accessible as reasonably possible and be compliant with Health & Safety legislation.

2.3 Whole System Relationships

The Accredited Provider should be aware of the importance of effective partnership working with other providers and stakeholders within the wider Derbyshire and Derby City sexual health network – known as "Your Sexual Health Matters" (YSHM) – to facilitate access from and to the local specialised service. These include:

- DCHS (Primary Contractor of "YSHM") <https://www.yoursexualhealthmatters.org.uk/> including sexual health clinics and Young People's Sexual Health Services
- Other pharmacists

- General Practitioners (GPs)
- School Nursing
- Antenatal services
- Midwifery services
- Termination of pregnancy services
- Sexual Assault Referral Centre (SARC)
- Child and Adolescent Mental Health Services (CAMHS), Young Persons Specialist Services (YPSS) and adult psychiatric services
- Interpreter services
- Social care
- Youth services
- Family Nurse Partnership
- Pause
- Health visitors
- Voluntary services

This list is not exhaustive.

The Accredited Provider should support the objectives of the National Chlamydia Screening Programme, C-Card Scheme.

2.4 Interdependencies

Key interdependencies exist with:

- The rest of the "Your Sexual Health Matters" network - in particular DCHS, voluntary organisations, GP practices and pharmacies
- Clinical appraisal processes and training providers to support development of knowledge and skills.

2.5 Treatment Providers

The service will be delivered from community pharmacies which are situated within the Derbyshire County Council boundary.

2.6 Client and Carer Involvement

Consultation with clients regarding service user experience will be carried out. A strategy for client involvement in monitoring and developing services will be implemented locally. Feedback from clients and carers will be gathered in a way that engages a variety of clients.

2.7 Subcontractors

- No pharmacist will provide OEC on behalf of the pharmacy signing up to this specification unless they have signed and returned Appendix Eii to the Superintendent Pharmacist in advance of any service provision. This will include all locum pharmacists.
- No subcontractors will provide any element of this service unless agreed in writing by DCHS prior to the subcontractor starting work.

3 Service Delivery

3.1 Service Model / Care Pathways

The service will be delivered in line with the Care Pathway (Appendix A) and PGDs 136 and 219 (see Appendix B). This service specification covers the following:

- The Accredited Provider will provide an area for the consultation which must provide a sufficient level of privacy and safety.
- A service will be provided that assesses the need and suitability for a client to receive OEC, in line with the PGDs. Where appropriate, a supply will be made; where a supply of OEC is not appropriate, advice and referral for assistance to a DCHS sexual health clinic will be given.
- All women accessing the service will be informed about the possibility of and higher efficacy of Cu-IUD and given clear advice about the timescales for fitting. If the client requires a Cu-IUD, the pharmacy will signpost the client to Your Sexual Health Matters (i.e. their GP (who may be a sub-contracted Accredited Provider of long acting reversible contraception (LARC)) or a DCHS clinical setting), and also provide the OEC. This is in case the patient changes their mind or is unable to attend the coil appointment.

- Women assessed as being at higher risk of failure of OEC in line with the PGDs must be informed of the higher efficacy of ellaOne (ulipristal acetate). If clinically appropriate, women under 25 will be provided with Ulipristal Acetate (ellaOne).
- The service will be provided in compliance with Fraser Guidelines (see Appendix F) and Department of Health guidance on confidential sexual health advice and treatment for young females aged under 16 and vulnerable adults.
- Anyone under the age of 13 should be a direct safeguarding referral.
- The service protocols will reflect national and local child and vulnerable adult protection guidelines.

3.2 Safeguarding.

- Accredited Providers are required to hold a copy of a valid Disclosure and Barring Service (DBS) check (formerly known as a CRB check) for all pharmacists providing the OEC service.
- The provision of this service is underpinned by local safeguarding children and vulnerable adults protection procedures and DCHS expect pharmacists to undertake relevant safeguarding training and have appropriate procedures / policies in place. Accredited Providers must ensure that they adhere to applicable local standards including but not exclusively:
- The Derby and Derbyshire Safeguarding Children Procedures
<https://derbyshirescbs.proceduresonline.com/contents.html>
- **If you are concerned that a child is suffering or is at risk of significant harm please contact Starting Point on 01629 533190 immediately.** To request early help services for Derbyshire children and young people please complete the [Starting Point Referral Form](#)
- Derbyshire and Derby Safeguarding Adults Protection Policy and Procedures
<https://www.derbyshiresab.org.uk/site-elements/documents/derbyshire-and-derby-safeguarding-adults-policy-and-procedures.pdf>
- This should include understanding safeguarding referral procedures and referral pathways to social care.
- The Accredited Provider has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service, including sensitive, client centred communication skills.
- The Accredited Provider has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of, and operate within the set protocols.
- Pharmacists will need to share relevant information with other health care professionals and agencies, in line with locally determined confidentiality arrangements, including, where appropriate, the need for the permission of the woman to share the information. This will include concerns regarding Child Sexual Exploitation (CSE) and any disclosure of Female Genital Mutilation (FGM).
- Pharmacists must maintain appropriate client records to ensure effective on-going service delivery and audit. Records will be confidential and should be stored securely and for a length of time in line with local NHS record retention policies. These records are required to be evidenced when ad hoc assurance audits are undertaken by DCHS.

3.3 Patient Information

The pharmacy will provide verbal and written advice on the following:

- OEC
- Signposting or provide access to STI testing
- Relevant STI leaflets
- Provide or signpost Chlamydia screening and C Card scheme to under 25s
- Contraceptive methods, including long-acting reversible contraception and the use of condoms
- Pregnancy testing

Pharmacists will be responsible for the ongoing distribution of leaflets which can be accessed online from the Family Planning Association website: <http://www.fpa.org.uk/sites/default/files/emergency-contraception-your-guide.pdf>

The C-Card scheme is a community-based condom distribution scheme, which provides confidential access to free condoms, lube and dams, as well as sexual health advice and support to young people aged 13-24. If the pharmacy has signed up to the C-Card scheme, then all clients aged 13 - 24 should be offered this service. However if this is not available, refer to Your Sexual Health Matters sexual health promotion services (details at <https://www.yoursexualhealthmatters.org.uk/contraception/c-card>). We encourage pharmacies to support the C-Card initiative by providing this service however DCHS is unable to reimburse for this in addition to OEC. For referrals into Derbyshire Integrated Sexual Health Services and information on clinic access, visit the 'Your Sexual Health Matters' website <http://www.yoursexualhealthmatters.org.uk/> or call 0800 328 3383

3.4 Record Keeping and Monitoring

Pharmacists will be required to complete a Client Record form (see Appendix C) for all clients. Data must be kept securely in line with Data Protection requirements. Data supplied by Accredited Providers to DCHS for the

purposes of monitoring, audit and payment claims will be supplied as patient level anonymised data (see table below). This will need to be submitted monthly via the online Activity and Payment System (APS) at: <http://shaps.dchs.nhs.uk>. The patient level data is also required to meet the Key Performance Indicators (KPIs) in this specification. Payment can only be made upon receipt of patient level data.

Field	Categories
Postcode (the last 2 characters are automatically removed by the system for anonymity)	<ul style="list-style-type: none"> • free text (in postcode format) • postcode unknown / not given
Borough/District	<ul style="list-style-type: none"> • Free text
Unitary/County	<ul style="list-style-type: none"> • Free text
Date of Consultation	<ul style="list-style-type: none"> • Free text
Age	<ul style="list-style-type: none"> • <13 • 13 - 15 • 16-17 • 18-24 • 25-44 • 45-54 • 55 +
GPhC number of the pharmacist who delivered the service to the client (i.e. not the pharmacy ODS code)	<ul style="list-style-type: none"> • Free text
Activity provided by pharmacist	<ul style="list-style-type: none"> • OEC number of consultations • OEC number of Levonorgestrel provided in this visit • OEC number of Ulipristal Acetate provided in this visit • Number of pregnancy tests provided to the patient in this visit

3.5 Training and Continuing Professional Development (CPD)

Training and CPD, in addition to audit of compliance with PGD standards, are essential components of assuring the quality of OEC provision. Before commencing delivery of this service, pharmacists are required to have successfully completed the CPPE learning and assessments below (which are required to be evidenced in Appendix D) and have read and understood PGD 219 and 136 (which is required to be evidenced in Appendix E and Eii).

The appropriate requirements deemed necessary by DCHS are the successful completion of the core and service-specific competencies of CPPE's Declaration of Competence (DoC) for Emergency Contraception Service (which include 'Emergency Contraception' and 'Safeguarding Children and Vulnerable Adults' modules).

To remain eligible to provide the OEC service under the terms of this contract, pharmacists must complete a face to face Emergency Contraception CPPE update session at least once every 5 years – current certification to be supplied upon request to DCHS for verification. This timeframe may alter, depending on local LPC requirements.

Pharmacists should also consider completing the following optional CPPE modules to support their delivery of this service:

- Sexual health in pharmacies e-learning
- Contraception e-learning
- Chlamydia testing and treatment half day workshop
- Sexual health all day workshop (includes chlamydia testing and treatment service).

In addition to the CPPE DoC, pharmacists could also attend face-to-face training sessions. DCHS will provide ad-hoc sessions that pharmacists can book onto if required. For details of training dates please email: dchst.derbyshireishs.ap@nhs.net

DCHS organises C-Card training – further information from Helen Stanhope, Sexual Health Promotion Manager on 07917210843

3.6 Applicable National Standards

Accredited Providers must be compliant with the GPhC's Standards of Conduct, Ethics and Performance and GPhC Standards for Registered Pharmacies, and must ensure that they contribute to the wider patient safety agenda including, but not exclusively, the control of infection agenda and the identification, reporting and investigation of incidents and complaints. Participation in clinical audit and implementation of changes arising from audits should take place. The service should be able to demonstrate learning and improvement across the quality agenda and in response to local and / or national policy guidance.

It is the responsibility of the Accredited Provider to:

- Continually improve the quality of service delivery, for example, in response to audit (undertaking and completing the audit cycle), user and staff feedback (complaints, compliments, suggestions) and incidents
- Continually review and be aware of relevant new and emerging guidance and recommendations and take the appropriate steps to assess and improve services to achieve current best practice
- Ensure that appropriate professional standards are maintained, updated and validated through clinical supervision and provision of relevant training to support reflective practice and CPD
- During the term of this specification fully co-operate in reviewing and improving / re-designing services at the request of DCHS, to include improving quality and performance monitoring.

Accredited Providers must ensure that pharmacists adhere to all relevant legislation and best practice including but not exclusively:

- 'Best practice guidance for doctors and other health professionals on the provision of advice and treatment to young people under 16 on contraception, sexual and reproductive health' 2004, Gateway reference3382: http://www.opsi.gov.uk/acts/acts2005/ukpga_20050009_en_1
- Mental Capacity Act 2005 http://www.opsi.gov.uk/acts/acts2005/ukpga_20050009_en_1
- All current equality legislation and new equality legislation as it becomes statute and actively meet the requirements of the Public Sector Equality Duty covering race, disability and gender. <http://www.equalityhumanrights.com/private-and-public-sector-guidance/public-sector-providers/public-sector-equality-duty>
- Data Protection Legislation, including General Data Protection Regulations (GDPR). Please see Appendices H and I.

Accredited Providers must notify DCHS at dchst.derbyshireishs.ap@nhs.net of any breaches of Applicable National Standards.

3.7 Applicable Local Standards

Accredited Providers must ensure that pharmacists adhere to applicable local standards including but not exclusively:

- The Derby and Derbyshire Safeguarding Children Procedures <https://derbyshirescbs.proceduresonline.com/contents.html>
- Derbyshire and Derby Safeguarding Adults Protection Policy and Procedures <https://www.derbyshiresab.org.uk/site-elements/documents/derbyshire-and-derby-safeguarding-adults-policy-and-procedures.pdf>

This should include: understanding safeguarding referral procedures, referral pathways to social care and compliance with local policy for

- Female Genital Mutilation (FGM)
- Child Sexual Exploitation (CSE)
- Accessible Information Standards
- Equality and Diversity Standards

3.7.1 Clinical and Corporate Governance

It is a requirement that the Accredited Provider will give notification, in addition to their statutory obligations, within 24 hours of any incident involving the management of OEC including all emergency admissions or harm / potential harm to clients under this service, where such events may be due to administration / usage of Levonorgestrel or Ulipristal Acetate (ellaOne) or attributable to the relevant underlying medical condition using the pharmacy's own incident reporting system. A copy of the incident form must be scanned and emailed to DCHS Head of Patient Safety and Risk Management adelle.clements@nhs.net and dchst.derbyshireishs.ap@nhs.net

Accredited Providers must notify DCHS at dchst.derbyshireishs.ap@nhs.net of any breaches of Applicable Local Standards.

4. Referral, Access and Acceptance Criteria

4.1 Geographic Coverage and Days / Hours of Operation

This service will be provided from community pharmacies which are situated within the Derbyshire County Council boundary and who have completed and submitted the required paperwork. The service will be offered within the normal hours of operation of the pharmacy.

4.2 Referral Route

The service will be available to clients who request emergency contraception, provided that it is not contraindicated. If for any reason the service is unavailable, the pharmacist must refer the patient to another provider e.g. alternative pharmacy or Derbyshire ISHS etc. Information on local providers of sexual health services can be found on <https://www.yoursexualhealthmatters.org.uk/> or 0800 3283383.

4.3 Inclusion / Exclusion Criteria

Inclusion and exclusion criteria are outlined in the PGDs and will be applied during provision of the service.

NOTE: The service is available to all female clients. **Levonorgestrel (LNG) is available to female clients of any age and Ulipristal Acetate (ellaOne) is available to female clients UNDER THE AGE OF 25 YEARS.** If a young person is Fraser competent and if in the pharmacist's opinion she requires emergency contraception, treatment should be issued and NOT delayed (even if the client is under 13 and the pharmacist has concerns). However, Accredited Providers must comply with their safeguarding obligations referenced in section 3.2 and onward referral must be made as required.

4.4 Equality Issues

It is the responsibility of the Accredited Provider to comply with all current (and all future) equality legislation and actively meet the requirements of the Public Sector Equality Duty covering the protected characteristics of age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation.

The requirements include taking action to:

- Eliminate discrimination, harassment or bullying
- Promote equality of access to services and employment opportunities
- Ensure effective data capture and analysis of service provision
- Conduct Equality Impact Assessments (EIAs) on policies, procedures and services to ensure that there is no unlawful discrimination against those with one or more protected characteristics and that equality, diversity, inclusion and Human Rights are actively promoted.

It is recommended that Accredited Providers have a clear published plan of action to achieve the requirements of these equality duties.

An EIA must be undertaken and documented as part of any service review process or if any change is being proposed or made to the provision of the OEC service which could impact (either negatively or positively) on those in receipt of the service.

All staff involved with the delivery of this service will recognise and respect the identity and religious, cultural and social backgrounds of all service users in accordance with the DCHS Way values, good equalities practice and equalities legislation.

5 Quality Standards

Key Performance Indicator (KPI)	Threshold	Method of measurement	Consequence of breach
The approved Emergency Contraception leaflet (and Pregnancy Testing leaflet if appropriate) is given and explained to all women requesting OEC	100%	Client Record form/audit	
Pharmacists access face to face CPPE emergency contraception training 5 yearly (this timeframe may alter, depending on local LPC requirements). NB Superintendent Pharmacists / Pharmacy Owners signing the Declaration of Competence must be assured that any locums have also accessed this within 5 years	100%	Self-report/audit	Non-participation will be considered as non-compliance with the service specification and contract may be terminated

The approved promotional material is available and on public display, and pharmacists discuss the contents with clients	100%	Self-report/audit	
Pharmacists discuss future contraception with all clients requesting OEC	100%	Client Record form/audit	
Facilities for private and confidential consultation are provided which meet these criteria: <ul style="list-style-type: none"> • It is a designated area where both patient and professional can sit down • Talking can be carried out at normal volume, without being overheard by visitors or staff carrying out their normal activity • It is a designated area for confidential consultations, distinct from general public 	100%	Self-report/audit	Non-participation will be considered as non-compliance with the service specification and contract may be terminated
Pharmacists ensure all women attending for OEC between 0 -120 hours of UPSI or within 5 days of expected ovulation are advised of the option for Cu-IUD, which has lower documented failure rates	100%	Client Record form/audit	
Accredited Provider reviews annually its standard operating procedures and the referral pathways for the service.	100%	Self-report / audit	
Accredited Provider participates in any DCHS audit of service provision	100%	Audit	Non-participation will be considered as non-compliance with the service specification and contract may be terminated
Accredited Provider co-operates with any agreed DCHS assessment of service user experience.	100%	Audit	
Accredited Provider and their pharmacists read and act on DCHS correspondence including updated PGD, new legislation and guidance.	100%		Non-participation will be considered as non-compliance with the service specification and contract may be terminated
Assurance that pharmacies will adhere to all information governance requirements as per local policy.	Signed contract. Ad hoc evidence to be provided upon request.	Signed contract Ad hoc audit as required	Non-participation will be considered as non-compliance with the service specification and contract may be terminated
Accredited Provider ensures procedures are in place for patient safety, that service delivery is compliant with regulatory bodies and that there are systems to monitor and review procedures. Procedures include incident reporting, risk management, patient confidentiality, and patient record keeping.	Signed contract. Ad hoc evidence to be provided upon request.	Signed contract Ad hoc audit as required	Non-participation will be considered as non-compliance with the service specification and contract may be terminated
Pharmacists are fully compliant with Derbyshire Safeguarding procedures for children and vulnerable adults, including compliance with local policy for: <ul style="list-style-type: none"> • Female Genital Mutilation (FGM) • Child Sexual Exploitation (CSE) 	Signed contract. Ad hoc evidence to be provided upon request.	Signed contract Ad hoc audit as required	Non-participation will be considered as non-compliance with the service specification and contract may be terminated
Participation in regional and national sexual health promotion campaigns.	Participation in campaign.	Ad hoc audit as required	
Agree to be audited / participated in audit on an ad hoc basis to provide assurance for the claims process.	As per data requirements for DCHS's online Activity	Ad hoc audits	

	& Payment System (APS)		
Accredited Provider ensures the service is only delivered by pharmacists with the correct competency level and training standards and who have completed the required paperwork	Signed contract	Signed contract Ad hoc audit as required	Non-participation will be considered as non-compliance with the service specification and contract may be terminated
Improve access to OEC for under 18s	>20%	Data from year one of the contract will be audited and used to bench-mark the service moving forward to drive improvements. Anonymised patient level data collected via Accredited Provider Scheme Ad hoc audit as required	

6. Continual Service Improvement Plan

An increase in the numbers of under 25s screened for chlamydia is required in line with the commissioners and national targets; also participation in the screening programme or signposting patients for chlamydia screening. An increase in signposting to Your Sexual Health Matters for screening for other STIs.

7. Payment

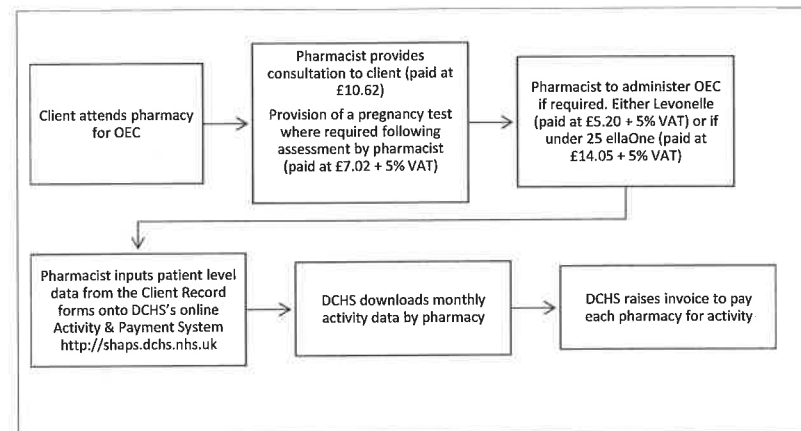
7.1 Pricing Schedule

The funding for the OEC service will be as follows: Payment for the service will be tariff-based (see table below). Payment will be made through DCHS's online Activity & Payment System upon receipt of satisfactory data. Accredited Providers will be provided with access to the APS via the web-portal at: <http://shaps.dchs.nhs.uk>

Item of service	Tariff
Pharmacist provides consultation to client	£10.62
Provision of a pregnancy test if required (following assessment by pharmacist)	£7.02 + 5% VAT
Pharmacist to administer OEC if required	Levonelle: £5.20 + 5% VAT
	ellaOne: £14.05 + 5% VAT

7.2 Payment Process

Activity will be paid for upon receipt of monthly patient level activity data as identified above. This data must be submitted to DCHSFT via the web portal using the following link <http://shaps.dchs.nhs.uk> Claims for back payments for activity must be made no later than 3 months after the consultation was carried out (i.e. latest date to claim back payment for activity carried out in April is by the end of the first week in August).



Appendix B Patient Group Direction 219 for Levonorgestrel 1500 microgram (e.g. Levonelle®) and Patient Group Direction 136 for Ulipristal Acetate 30milligram (ellaOne)

The current PGDs for Levonorgestrel and Ulipristal can be found by clicking on the link below and selecting **Levonorgestrel (Derbyshire use only)** or **Ulipristal Acetate 30mgs (Derbyshire use only)** as appropriate

http://www.derbyshiremedicinesmanagement.nhs.uk/clinical_guidelines/patient_group_directions

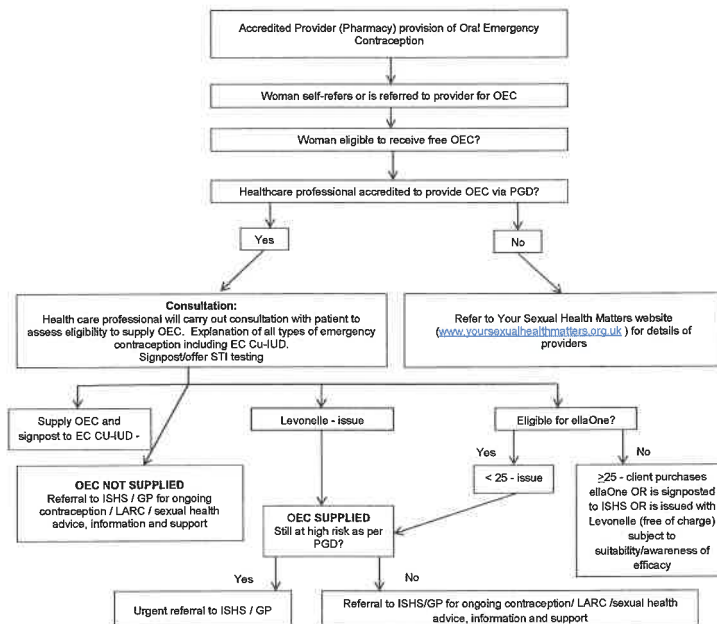
Appendix A: Care Pathway – General

Provision of service:
Provision of service to be delivered only by practitioners who have completed the relevant training / CPD requirements and who have agreed to act in accordance with the requirements of the service specification and contract.
The service can only be provided by registered DCHS Accredited Providers.

Assess need and suitability for OEC in line with PGD including:

- Assess current contraception, menstrual history, medical history, possibility of pregnancy
- Under 16 – Fraser competent?
- Under 13 – refer to safeguarding
- Method of administration
- Side effects
- Failure rate – including option of more effective EC Cu-IUD. Aged ≤ 35 , higher risk of failure of EC (i.e. UPSI between ovulation minus 6 days and ovulation plus 2 days or mid cycle and/or over 48 hours since UPSI – information must be given of higher efficacy of UPA and how/where to obtain it if ≥ 25 or over
- Drug interactions
- Contraception for present cycle and future use
- Signpost to “Your Sexual Health Matters”, the Integrated Sexual Health Service for STI testing, contraception and support
- If < 25 , offer chlamydia testing kit and C Card scheme if service is provided

“Your Sexual Health Matters” (Integrated Sexual Health Service) clinic locations:
Visit www.yoursexualhealthmatters.org.uk or call the central booking line on 0800 328 3383



APPENDIX C: Client Record Form
Community Oral Emergency Contraception (OEC) Service

Please see appendix 4 of Patient Group Directions (see previous page for link to PGDs)

APPENDIX D Confirmation of adherence to Terms and Conditions of Service and Declaration of Competence – Emergency Contraception

I / We* the Accredited Provider confirm that the terms and conditions of the specification document produced by DCHS for the above service will be met in full and that I will inform DCHS immediately if I move premises.

I confirm that all pharmacy professionals delivering this service (including any new staff/locums employed during the life of the contract) have completed CPPE's Declaration of Competence (DoC) system for Emergency Contraception service (core and service-specific competencies) and have a signed DoC statement to acknowledge their professional responsibility and competence to deliver the service. These statements (appendix Ei) for each member of staff delivering this service will be retained at the pharmacy and made available upon request.

To remain eligible to provide the service under the terms of this contract, pharmacists must attend a face to face CPPE contraception update session at least once every 5 years – current certification to be supplied upon request to DCHS.

Name of pharmacy / organisation	
Signature	
Print name	
GPhC number	Details provided at Appendix Ei
Position (eg Superintendent Pharmacist, pharmacy owner)	
Date	

Please send this document to the address specified in the contract letter

Appendix D cont/d

Details of Learning and assessment to meet core competencies:

The GPhC standards	1
CPPE distance learning Consultation skills for pharmacy practice; taking a patient-centred approach	2, b
www.consultationskillsforpharmacypractice.com	2, b
Consultation skills for pharmacy practice e-learning and assessment	2, b
CPPE Safeguarding children and vulnerable adults e-learning	3, g
CPPE local solutions workshop: safeguarding children and vulnerable adults	3, g
CPPE e-assessment: Safeguarding children and vulnerable adults	3, g

To remain eligible to provide the service under the terms of this contract, pharmacists must attend a CPPE face to face contraception update session at least once every 5 years – current certification to be supplied upon request to DCHS for verification

APPENDIX Ei Training Record (to be retained by the Pharmacy and made available upon request)

Pharmacy professional (full name)	GPhC number	Pharmacy name and ODS code	Date of CPPE Declaration of Competence

APPENDIX Eii Acceptance of Patient Group Direction 136 and 219

(to be retained by the Pharmacy and made available upon request)

I confirm that I have read and understood the requirements of Patient Group Direction (PGD) 136 and 219 in particular:		Please tick
I am competent to advise women about their risk of EC failure and pregnancy and agree to do so		
I understand the importance of explaining the EC leaflet and agree to do so, writing in the last date for Cu-IUD insertion and making sure that women understand the option of an EC Cu-IUD		
I am competent in calculating the last date for IUCD insertion and agree to do so		
Signed:	Pharmacist / Locum pharmacist <i>(delete as appropriate)</i>	
Print name:		
GPhC number:		
Pharmacy name and address: (please use ODS code for locums)		
Date:		
I/We the Accredited Provider confirm that the terms and conditions of the specification document produced by DCHS for the Community Oral Emergency Contraception service will be met in full.		
Signed (Accredited Provider) :		
Print name:		
Position: <i>(eg superintendent pharmacist, pharmacy owner)</i>		
Organisation		
Organisation's stamp		
Date:		

APPENDIX F Fraser Guidelines

Fraser Guidelines – based on a House of Lords Ruling, A health professional can give advice or treatment to a person under 16 without parental consent providing they are satisfied that:

- The young person will understand the advice;
- The young person cannot be persuaded to tell his or her parents 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; and...
- The young person's physical or mental health is likely to suffer unless he or she receives contraceptive advice or treatment.

Further information available at www.fpa.org.uk/factsheets/under-16s-consent-and-confidentiality-sexual-health-services

The cross government guidance on child protection, Working Together to Safeguard Children, should be referred to and is available at www.gov.uk/government/publications/working-together-to-safeguard-children--2

APPENDIX G Glossary of abbreviations

	Glossary of Abbreviations
	Abbreviations
APS	Activity and payment system
CPD	Continuing professional development
CRHFT	Chesterfield Royal Hospital Foundation Trust
CPPE	Centre for Pharmacy Postgraduate Education
CSE	Child sexual exploitation
Cu-IUD	Copper-bearing Intrauterine device
DBS	Disclosure and Barring Service
DCHS	Derbyshire Community Health Services
DoC	Declaration of competence
FGM	Female genital mutilation
GphC	General Pharmaceutical Council
ISHS	Integrated Sexual Health Services
IUD	Intrauterine device
LPC	Local Pharmaceutical Committee
LNG	Levonorgestrel
MECC	Making every contact count
OEC	Oral emergency contraception
PGD	Patient Group Direction 219
STI	Sexually transmitted infection
UPI	Ulipristal acetate
UPSI	Unprotected sexual intercourse
YSHM	Your sexual health matters
VAT	Value added tax

Appendix H Data protection protocol

Data Protection

DEFINITIONS

Agreed Purposes: the provision of community oral emergency contraception service

Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation in force at the time.

Data Protection Legislation: all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 or any successor legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

Permitted Recipients: The parties to this agreement, the employees of each party, any third parties engaged to perform obligations in connection with this agreement.

Shared Personal Data: the personal data to be shared between the parties under clause [1.1] of this agreement as outlined in Table A – Sharing of Personal Data and Data Subjects. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

a) personal data including but not limited to name, identification number(s), location data, online identifier(s) or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a data subject;

b) special category data including but not limited to information relating to a data subject's health.

- 1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Trust has used its resources;
- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements; or
- 1.3.6 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Trust making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 1.

- 1.4 The Accredited Provider may only disclose the Trust's Confidential Information, and any other information provided to the Accredited Provider by the Trust in relation to this Contract, to the Accredited Provider's Staff or professional advisors who are directly involved in the performance of or advising on the Accredited Provider's obligations under this Contract. The Accredited Provider shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 1 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Trust's written discretion, destroyed securely or returned to the Trust when it is no longer required. The Accredited Provider shall not, and shall ensure that the Staff do not, use any of the Trust's Confidential Information received otherwise than for the purposes of performing the Accredited Provider's obligations in this Contract.
- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 1, the Accredited Provider shall not, without the prior written consent of the Trust (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as an Accredited Provider to the Trust and/or make any other announcements about this Contract.
- 1.6 Clause 1 of this Schedule 1 shall remain in force:
 - 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
 - 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

2 Data protection

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Accredited Provider shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and any obligations it may have under such Data Protection Legislation and shall comply with such obligations.
- 2.2 Where the Accredited Provider is Processing Personal Data under or in connection with this Contract, the Parties shall comply with the Data Protection Protocol at Appendix H.
- 2.3 The Accredited Provider and the Trust shall ensure that Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Trust under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

- 2.4 Where, as a requirement of this Contract, the Accredited Provider is Processing Personal Data relating to patients and/or service users as part of the Services, the Accredited Provider shall:

- 2.4.1 complete and publish an annual information governance assessment using the NHS information governance toolkit;
- 2.4.2 achieve a minimum level 2 performance against all requirements in the relevant NHS information governance toolkit;
- 2.4.3 nominate an information governance lead able to communicate with the Accredited Provider's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Accredited Provider's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;
- 2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and/or the NHS England and/or Health and Social Care Information Centre guidelines;
- 2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;
- 2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);
- 2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS organisations in circumstances in which sharing of that data is required under this Contract;
- 2.4.8 have a system in place and a policy for the recording of any telephone calls, including the retention and disposal of these recordings, where telephone calls are recorded in relation to the Services;
- 2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and
- 2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Accredited Provider by the Trust from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

- 2.5 Where any Personal Data is Processed by any Sub-contractor of the Accredited Provider in connection with this Contract, the Accredited Provider shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3, as if such Sub-contractor were the Accredited Provider.

- 2.6 The Accredited Provider shall indemnify and keep the Trust indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Accredited Provider's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

3 Freedom of Information and Transparency

- 3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

- 3.2 The Accredited Provider shall assist and cooperate with the Trust to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Accredited Provider agrees:
- 3.2.1 that this Contract and any recorded information held by the Accredited Provider on the Trust's behalf for the purposes of this Contract are subject to the obligations and commitments of the Trust under the FOIA, Codes of Practice and Environmental Regulations;
- 3.2.2 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, Codes of Practice and Environmental Regulations is a decision solely for the Trust;
- 3.2.3 that where the Accredited Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Accredited Provider itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Trust as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Trust;
- 3.2.4 that where the Accredited Provider receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Accredited Provider is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Trust) and will promptly (and in any event within two (2) Business Days) transfer the request to the Trust;
- 3.2.5 that the Trust, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Accredited Provider and this Contract; and
- 3.2.6 to assist the Trust in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Trust within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
- 3.4 Notwithstanding any other term of this Contract, the Accredited Provider consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
- 3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 1, the Trust may consult with the Accredited Provider to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Trust's absolute discretion.
- 3.6 The Accredited Provider shall assist and cooperate with the Trust to enable the Trust to publish this Contract.
- 3.7 Where any information is held by any Sub-contractor of the Accredited Provider in connection with this Contract, the Accredited Provider shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 1, as if such Sub-contractor were the Accredited Provider.

4 Information Security

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 1, the Accredited Provider shall:
- 4.1.1 notify the Trust forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Trust's information governance Policies; and
- 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Trust and shall provide full information as may be reasonably requested by the Trust in relation to such audits, investigations and assessments.
- 4.2 Where required in accordance with the Specification and Tender Response Document, the Accredited Provider will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Accredited Provider. The Accredited Provider shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.
- 4.3 Where required in accordance with the Specification and Tender Response Document, the Accredited Provider shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

