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9TH July 2019

Dear Colleague,

Subcontract for the provision of community oral emergency contraception service

Please find attached a new specification and Terms of Reference for the above named subcontract. This new specification and Terms of Reference are to reflect the award of a new overarching contract for the provision of Integrated Sexual Health Services to Derbyshire Community Health Services (DCHS) by Derbyshire County Council (DCC). This new overarching contract started on 1st April 2019, with a term of 5 years, and a potential to extend for an additional period of 4 years. The only changes in the attached specification and Terms of Reference from the current documentation are those relating to the reference to the 'overarching contract', which DCHS holds with DCC for the delivery of Integrated Sexual Health Services from April 2019, and revised data protection protocol to reflect recognition of pharmacy providers as joint data controllers with DCHS for the provision of this service.

The Terms and Conditions for the provision of this Service are detailed below.

Please also find enclosed **Appendix J**, a request for Expressions of Interest from current pharmacy providers to expand the current service provision to include depo injections and oral contraception provision.

Please complete, sign and return by post or email a copy of this letter, appendix D in the accompanying specification and appendix J by 23rd JULY 2019 to:

Accredited Providers Sexual Health, Hardwick Suite, Walton Hospital, Whitecotes Lane, Chesterfield, Derbyshire, S40 3HW, or dchst.derbyshireishs.ap@nhs.net

DCHS will not be able to process any claims relating to 1st AUGUST 2019 onwards until these documents have been completed and returned. Please complete and retain a copy of appendices Ei and Eii for each pharmacist delivering oral emergency contraception under this contract.

Terms and Conditions for the provision of the Service

Derbyshire Community Health Services NHS Foundation Trust ("DCHS") is pleased to confirm the contractual arrangements for the provision of the Integrated Sexual Health Service ("the Overarching Contract") with Derbyshire County Council ("the Council").

Chief Executive Tracy Allen

Chair Prem Singh



The Services will be commissioned and provided on the following basis from the Effective Date:

1. From the Effective Date, which is the date of signing this contract, you will provide the following elements of the Service as an Accredited Provider to DCHS*:

- Counselling to client
- Pregnancy test (if appropriate)
- Oral Emergency Contraception
- Chlamydia Screening and C-Card (for C-Card sign-post to <http://www.yoursexualhealthmatters.org.uk/>)

*(delete as appropriate)

2. These provisions shall terminate:
- a. with immediate effect on termination of the Overarching Contract or the relevant Service thereunder; or
 - b. on either party giving to the other not less than 3 months written notice of an intention to terminate.
3. Subject to satisfactory performance of the Service in compliance with the terms of this letter, from the effective date you will receive payment ("the Charges") for the provision of the relevant Service on the following terms:

Item of service	Tariff
Pharmacy provide counselling to the client	£10.62
Pharmacy provides the client with a pregnancy test	£7.02 + 5% VAT
Pharmacy provides the client with Levonorgestrel (Levonelle)	£5.20 + 5% VAT
Pharmacy provides the client with Ulipristal Acetate (ellaOne)	£14.05 + 5% VAT

Activity will be paid for upon receipt of monthly patient level activity data as described in the Service Specification, **Section 3.4**

This data must be submitted to DCHS via the web portal using the following link:

<http://shaps.dchs.nhs.uk>

You will be accountable for ensuring that all data submitted via the web portal is fully accurate. By signing this contract you declare that claims submitted via the Accredited Provider portal will be correct and complete and that duplicate claims will not be made. If your organisation knowingly provides false information this may result in prosecution and civil recovery proceedings. You consent to the disclosure of information to and by the Trust and The NHS Counter Fraud Authority (NHSCFA) and Security Management Service for the purpose of verification and the investigation, prevention, detection and prosecution of fraud.

DCHS shall not be liable to pay any Charges if they are invoiced more than 3 months after the end of the month on which the relevant Service was delivered or if the relevant reports are more than 3 months overdue.



4. You must at all times carry out the Service in accordance with all applicable laws (including the Accessible Information Standards approved in accordance with S.250 Health and Social Care Act 2012), guidance and good clinical practice and comply with the agreed service levels stated within.
5. You shall use all reasonable endeavours to do and provide to DCHS all that is reasonably required to ensure that DCHS complies with its obligations to the Council under the Overarching Contract as detailed in the accompanying Service Specification.
6. To help achieve the delivery of a high quality and effective Service, the parties shall facilitate regular meetings between appropriate members of their respective personnel with regard to the Service, including (but not limited to):
 - a. performance and any issues of concern;
 - b. progress against any agreed service levels; and
 - c. such other matters as may be agreed between the parties from time to time.
7. The terms of this letter may be varied by the consent in writing of both parties or on notification to you from DCHS (on reasonable notice) where there is a requirement that this letter is varied to bring it in line with the terms of the Overarching Contract following a variation of the same.
8. This letter constitutes the entire agreement and understanding of the parties and supersedes, cancels and nullifies any previous agreement between us. Any Service performed prior to the Effective Date but not yet invoiced shall be payable in accordance with the terms of this letter.
9. Nothing in this letter is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of the other, or authorise any party to make or enter into any commitments for or on behalf of any other party.
10. This letter and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle and dispute or claim.

We are looking forward to working with you on these services and continuing our good working relationship. For further information please contact:

dchst.derbyshireishs.ap@nhs.net

Yours faithfully

Tim Broadley
Director of Strategy

For and on behalf of Derbyshire Community Health Services NHS Foundation Trust

