



SERVICE LEVEL AGREEMENT

For community pharmacy provision of Emergency Oral
Hormonal Contraception (EOHC) with Levonorgestrel and
Ulipristal Acetate and/or

Community Pharmacy Distribution of Chlamydia (or dual
Chlamydia and Gonorrhoea) screening postal packs

Between

County Durham and Darlington NHS Foundation Trust

AND

Community Pharmacies of County Durham

From 1 October 2024 - 31 December 2025

1. AGREEMENT

1.1 This Agreement, dated the 1 October 2024, is between:

- i. **(The Primary Provider)**
Sexual Health Team,
County Durham and Darlington NHS Foundation Trust (CDDFT)
Darlington Memorial Hospital,
Hollyhurst Road,
Darlington,
County Durham,
DL3 6HX

and,

- i. **(The Sub-Provider).**
Name of Provider,

Addresses of Sub-Provider/s

Together the parties (“the Parties”) to this Agreement.

2. PURPOSE OF THE AGREEMENT

This Service Level Agreement (“the Agreement”) is to regulate the provision of a Community Pharmacy provided Emergency Oral Hormonal Contraception (EOHC) Scheme

and/or

Community Pharmacy Distribution of Chlamydia (or dual Chlamydia and Gonorrhoea) screening postal packs

3. AGREEMENT PERIOD

- 3.1 This Agreement will be valid from to 1 October 2024 - 31 December 2025. It may be extended for further periods, at the request of either party and by the agreement of both parties.

4. DESCRIPTION OF SERVICES AND OBJECTIVES

- 4.1 The Sub-Provider will provide services which are consistently in line with the specification at Appendix 1 (“the Service Specification”).
- 4.2 The obligations of the Commissioner (Durham County Council), Primary provider (CDDFT) and sub-providers (Community pharmacies) are set out in the Service Specification.

5. SERVICE PROVIDER'S OBLIGATIONS

5.1 Pharmacists delivering an emergency contraception service in the community, on behalf of CDDFT, agree to adopt the **current versions** of the Patient Group Directions (PGDs) entitled Patient Group Direction for Supply and / or Administration of Levonorgestrel Emergency Hormonal Oral Contraception (EHOC) **and** Patient Group Direction for Supply and / or Administration of Ulipristal acetate Emergency Hormonal Oral Contraception (EHOC).

It is the responsibility of the community pharmacy to ensure they are using the most up to date versions. Any updates between PGD revisions will be notified via the Sexual Health Team and PharmOutcomes.

5.2 The Sub-provider (community pharmacist) must complete training as specified and set out by the Sexual Health Team within CDDFT

5.3 In signing up to this SLA the Community Pharmacy Manager, Superintendent Pharmacist or Area Manager agree to ensure that all pharmacists offering this service from the individual community pharmacy (or group of pharmacies) are qualified to provide the service and are signed up to the aforementioned PGDs

5.4 The sub-provider shall have robust contingency plans in place, agreed with the Service, to ensure that the service / supply will be maintained in the event of any form of disruption to the Sub-provider's operations, and those of any sub-contractors to the sub-provider, however caused. Such contingency plans shall be available for the Primary provider or their nominated representative acceptable to the sub-provider to inspect and to practically test at any reasonable time and shall be subject to regular updating and revision throughout the period of the contract.

5.5 Where a disruption is perceived as likely to have a significant and detrimental impact on service provision by the sub-provider, this will trigger timely communication with the sub-provider's nominated point of contact.

5.6 The sub-provider will make available usable, accurate and appropriate data on performance against quantity and quality targets as outlined within the Service Specification, to the individual assigned by the Primary provider for reporting purposes, on a pre-agreed date. The sub-provider will always ensure that the services delivered are of the highest possible clinical and operational quality, delivered on time, by the appropriate trained and authorised individual(s) and appropriate and sensitive to the needs of the local population.

6. PERFORMANCE & ACCOUNTABILITY ARRANGEMENTS

6.1 Accountability for monitoring the performance of the services and functions set out in this Agreement lies with the Primary provider.

6.2 Monitoring will take place against the Service Specification.

6.3 The sub-provider will be accountable for the management and delivery of the services and outputs in accordance with the Service Specification set out in this agreement.

6.4 On a regular and agreed basis (and at least every 6 months) the primary provider will contact/meet with the sub-provider to discuss:

6.4.1 the performance of the Parties with respect to their respective duties and obligations under this Agreement over the period since the prior performance meeting including any performance issues and/or complaints, and

6.4.2 any issues which are likely to be significant over the following month or months.

8. TERMS, FEES AND ACTIVITY

- 8.1 Payment claims for **EOHC** will be made via PharmOutcomes. All fields must be complete and accurate. Payment shall be made by monthly installments payable against invoice with a detailed breakdown of expenses incurred and raised by the Primary provider in arrears for the activity of the previous month.
- 8.2 Demand will be managed between the primary provider and the service Commissioner (Durham County Council) depending on the cause of the increase in demand. If there has been a significant increase in demand and/or activity, then this will be considered at the earliest opportunity by the Parties in order for the appropriate actions to be jointly agreed. This will include:
- 8.2.1 determining the cause of the additional activity, and,
 - 8.2.2 how activity will be accommodated within the price

9. MONITORING & INFORMATION REQUIREMENTS

- 9.1 The aim of the monitoring and information arrangements is to ensure that the overall objectives of providing a timely, high-quality and cost-effective service are met through a system of agreed criteria.
- 9.2 The Parties acknowledge that in order to achieve accurate forecasting and activity monitoring there needs to be regular and timely exchange of detailed and accurate information. The Primary provider shall therefore provide the information as set out in Service Specification (Appendix 1) in a timely manner ensuring its accuracy and completeness.
- 9.3 If the sub-provider is unable to comply with the timescales set out in Appendix 1, it shall promptly notify the Primary provider and shall agree an implementation plan to enable the Primary provider to comply with such timescales by an agreed date.
- 9.4 The primary provider may, from time to time, notify the sub-provider of what further information it may reasonably require in order to monitor the sub-provider's performance of this Agreement.

10. REVIEW ARRANGEMENTS

- 10.1 It is intended that the primary provider will work in partnership with the sub provider to review the current service from time to time, as described in the Service Specification.
- 10.2 The service review should consider any potential developments, and or reconfiguration to improve service delivery, with the resulting changes being incorporated into a revised Service Specification which will be agreed by the Primary provider and sub- provider for implementation.
- 10.3 Reviews should take place at least every 6 months or more frequently where circumstances demand and by agreement between the Parties.

11. VARIATION

- 11.1. In the event that either Party requires a change or changes to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing.
- 11.2. Such change(s) shall not come into effect until a written acceptance of the proposed change(s), detailing any consequential amendments, is signed by both Parties' nominated officers.

12. DISPUTE RESOLUTION

- 12.1 Both Parties accept that it would be in their best interests for any disagreement to be resolved locally.
- 12.2 In the case of disputes emanating from this Agreement, the Parties will, in the first instance, be expected to attempt to reach a local resolution to the problem via the operational managers concerned. If the dispute were not able to be resolved at this level, the primary provider and sub-provider would refer the matter to the Chief Executives of both organisations.

13. COMPLAINTS

- 13.1 The sub-provider agrees to comply with the NHS complaints procedure if dealing with patient complaints.
- 13.2 The sub-provider will ensure that Serious Untoward Incidents (“SUIs”) are shared, analysed and reported to the Primary Provider. The process should include a mechanism to identify events as a minimum.

14. TERMINATION

- 14.1 The Agreement may be terminated in the following circumstances:
- 14.1.1 By either Party during the term giving the other 3 months’ prior notice, or,
 - 14.1.2 By the Primary provider if the sub-provider has breached of any of its obligations under this Agreement and such breach materially and adversely affects the performance of sub-provider’s obligations under this Agreement, and the sub-provider has failed to remedy such a breach within 15 calendar days of receipt of notice from the Commissioner identifying the breach, or,
 - 14.1.3 By either Party if an Event of Force Majeure exists for more than 28 days.
- 14.2 An Event of Force Majeure is defined as an event or circumstance which is beyond the reasonable control of either Party including, without limitation, war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake, and which directly causes that Party to be unable to comply with all or a material part of its obligations under this Agreement.

15 INDEMNITY INSURANCE

- 15.1 The sub-provider will maintain, at its own cost, a comprehensive policy of insurance to cover the liability of the sub-provider in respect of any act or default from which it may become liable to indemnify the primary provider under the terms of this Agreement.

16. LOCATION

- 16.1 The location of the services to be delivered is as detailed in the Service Specification.

17. NAMES AND CONTACTS IN RELATION TO THIS CONTRACT:

17.1 The names and contact details relevant to this Agreement are:

17.1.1 For the Sub-provider:

Name: *Pharmacy/service manager name*
Address *Pharmacy/service Manager Address*
Telephone Number: *Pharmacy/service Manager Telephone*
E-mail: *Pharmacy/service Manager Email*

17.1.2 For the Primary Provider:

Name: Susie Gardiner, Head of Sexual Health
Address Appleton House, Lanchester Road, Durham,
DH1 5XZ
Telephone Number: 0191 3728701
E-mail: Susie.gardiner@nhs.net

18. CONFIDENTIALITY/DATA PROTECTION

18.1 The sub-provider will adhere to the primary provider's policy designed to protect information of a confidential nature to the service user.

19. EMPLOYEES & QUALIFICATIONS

19.1 The sub-provider must employ for the purposes of this Agreement, only such persons as are skilled, experienced and qualified to perform such duties required of the Commissioner and must ensure that every person is properly and sufficiently trained and instructed and carries out the services in the manner prescribed in the Service Specification

19.2 Details of qualifications and professional registration must be provided to the Commissioner and updates/renewals must also be sent at the appropriate time.

20. HEALTH & SAFETY

20.1 The sub-provider warrants and will ensure that it will comply with the Health and Safety at Work etc. Act 1974 and all subsequent re-enactments or amendments thereto.

21. NO SECRETS

21.1 Both Parties agree to adhere to the principles contained in the Department of Health's publication 'No secrets: Guidance on developing and implementing multi-agency policies and procedures to protect vulnerable adults from abuse'.

22. LEGAL STATUS

22.1 This Agreement is not a contract enforceable at law. However, it is expected that the Parties will adhere to best practice for negotiation and monitoring of the Agreement.

23. SERIOUS UNTOWARD INCIDENTS

23.1 Parties within the Agreement will have effective procedures for the management of all serious untoward incidents in place.

24. STATUTORY REQUIREMENTS

24.1 Both parties recognise their respective obligations to comply with the requirements of all current legislation.

Scheme (s) to be delivered (please✓)

Community Pharmacy Provision of Levonorgestrel and Ulipristal Acetate Emergency Oral Hormonal Contraception (EOHC).

Community Pharmacy Distribution of Chlamydia (or dual Chlamydia and Gonorrhoea) screening postal packs

Signed for and on behalf of the sub-Provider:

Signature

Designation

Date

Signed for and on behalf of the Primary Provider:

Signature...

Designation ...Head of Sexual Health

Date... 01/10/2024

APPENDIX 1 - SERVICE SPECIFICATION
Guide to completion

Service	Community pharmacy provision of Emergency Oral Hormonal Contraception (EOHC) with Levonorgestrel and Ulipristal Acetate and/or Community Pharmacy Distribution of Chlamydia (or dual Chlamydia and Gonorrhoea) screening postal packs
Primary Provider Lead	Susie Gardiner
Sub Provider Lead	<i>Insert community pharmacy name</i>
Period	1 October 2024 – 31 December 2025

Please note: Before the service can commence, the sub provider must sign this SLA.
Email Sandra.waters@nhs.net

1. Purpose	
a) General Overview	The service specification is intended to highlight the requirements and expectations of the service(s) to be provided by community pharmacists in County Durham
b) Purpose	To increase the availability of 'free at point of issue' Levonorgestrel and Ulipristal Acetate Emergency Oral Hormonal Contraception (EOHC) to females aged 13 years or over in County Durham in order to prevent unintended conceptions and/or To increase the availability of Chlamydia (or dual Chlamydia and Gonorrhoea) screening postal packs to females and partners aged 13 to 24 years of age, in order to screen opportunistically and aid the detection of undiagnosed infection.
c) Aims	<ul style="list-style-type: none"> To provide discreet, professional, non-judgemental and confidential pharmacy-based services To deliver safe and appropriate services To reduce health inequalities To reduce unintended teenage pregnancy Impact upon the reduction of undiagnosed cases of Chlamydia (and Gonorrhoea if dual test issued) To increase knowledge of emergency contraception, especially amongst young people To provide knowledge of appropriate use of emergency contraception
d) Expected Outcomes	<ul style="list-style-type: none"> To provide an EOHC service to females in County Durham using the application of two approved patient group directions (PGDs) as clinically indicated. These PGDs are revised every 2 years or sooner if guidance or best practice dictates. That Chlamydia (or dual Chlamydia and Gonorrhoea) screening postal pack should be offered to every young women accessing the pharmacy for EOHC 13-24 years

- That CDDFT issued Chlamydia (or dual Chlamydia and Gonorrhoea) screening postal packs are offered to partners of females attending for EOHC 13-24 years
- To offer CDDFT issued Chlamydia (or dual Chlamydia and Gonorrhoea) screening postal packs to young people 13-24 years requesting a pack and if that person falls outside of this age group they will be advised to test at their local sexual health clinic.
- Pharmacists issuing Levonorgestrel or Ulipristal Acetate EOHC must also offer a supply of condoms free of charge to the patient (recommend 2 condoms per consultation)

2. Scope

Quality Criteria

Pharmacists providing the EOHC service should:

- Complete the mandated CPPE DoC for emergency contraception at <https://www.cppe.ac.uk/services/declaration-of-competence> which should be refreshed every 2 years.
- Consider attending the non-mandated local face to face training sessions from November 2024 onwards.
- Complete the declaration on the PharmOutcomes template which asks for confirmation that the pharmacist has:
 - Read, signed and understood the PGDs for EHC provision
 - Read and understood the SLA for EHC provision
 - Completed the mandated training which is to have a current CPPE DoC for emergency contraception, refreshed every 2 years.
- The pharmacist will undertake training/awareness from CDDFT staff with regards to the use of Chlamydia (or dual Chlamydia and Gonorrhoea) postal packs.
- The pharmacy must have and will advertise the availability of a private consultation with the pharmacist.
- A private consultation should be undertaken with clients either requesting EOHC or presenting for a Chlamydia (or dual Chlamydia and Gonorrhoea) screening postal packs to ascertain the appropriateness of the request
- Services must be provided within Durham Safeguarding Children Partnership (DSCP) guidelines, in line with local Safeguarding procedures, including Safeguarding procedures for young people under 13 years of age
- The pharmacy must have in place and apply to practice written confidentiality policy & procedure
- All access to records and documents containing information relating to individual clients treated under the terms of this SLA will be restricted to authorised personnel and that information will not be disclosed to a third party.
- The pharmacy will comply with the Data Protection Act, Caldicott and other legislation covering access to confidential client information.
- The service must be provided in compliance with Fraser guidance and Department of Health guidance on confidential sexual health advice and treatment for young people aged under 16
- The EOHC consultation should be entered onto PharmOutcomes at or after the time of the intervention.
- The pharmacist will issue an approved EOHC client leaflet for all those provided with EOHC
- Payment claims will be made via PharmOutcomes. All fields must be complete and accurate.
- A monthly claim report for **EOHC** will be generated from PharmOutcomes for all pharmacies on the 15th of every month and sent to the Lead EOHC officer for payment. There will be no requirement for pharmacists to send invoices. Any queries relating to payment must be made to sandra.waters@nhs.net

Lead EOHC officer:

Name: Sandra Waters
Sexual Health Improvement Project Officer

Address: Appleton House
Lanchester Road
Durham
DH1 5XZ

Telephone Number: Direct dial: 0191 3728702
Mobile: 07824373211

E-mail: sandra.waters@nhs.net

• **Whole System Relationships**

- Pharmacists may need to share relevant information with other health care professionals and agencies, in line with recognised confidentiality arrangements, including, where appropriate, the need for the permission of the client to share the information
- All pharmacy counter staff should be aware of the nearest alternative sites offering free access to EOHC and Chlamydia (or Chlamydia and Gonorrhoea)
- And be able to signpost/refer on to other services for screening or contraceptive and sexual health advice
- Pharmacists are able to either provide contraception for clients without a regular method, or alternatively signpost them into appropriate services.
- Pharmacists are able to provide information of long term contraception methods and local sexual health services
- Pharmacists have available sexual health information leaflets
- Pharmacists are able to provide information of how to access County Durham C-Card scheme

Service Delivery

- Clients presenting for emergency contraception who are excluded from provision via PGD, or for whom the Pharmacist considers alternative / additional emergency contraception (IUCD) is more appropriate, will be signposted urgently to another local service e.g. Contraception and Sexual Health (CaSH) service, Genitourinary Medicine (GUM) or a GP **The CaSH central booking office will arrange telephone advice from an appropriately experienced practitioner - 0191 3728700 09:00-17:00hr Mon-Fri (excluding BH)**
- If the accredited pharmacist is unavailable clients should be signposted to the nearest alternative provider whether that be another pharmacy or another mainstream provider e.g. CaSH, GUM or GP
- The pharmacist will provide advice on sexual health as appropriate, including onward signposting/ referrals and if applicable to a service that can provide treatment and further advice and care
Referrals can be carried out direct to the CaSH central booking line on 0191 3728700 09:00-17:00hr Mon-Fri (excluding BH)
- The pharmacist will provide verbal and written advice on STIs and the use of regular and long term contraceptive methods, including advice on the use of condoms
- The pharmacist will advise clients on the local sexual health services available to them in County Durham

4. Access and Quality Criteria

a) Geographic coverage/boundaries

EOHC service, females of County Durham (residents, temporary residents and visitors).

Chlamydia (or Chlamydia and Gonorrhoea) screening postal packs to residents of County Durham.

b) Days/Hours of operation

As per pharmacy opening hours/trained pharmacist cover

c) Referral Criterion

Open access and self-referral

5. Prices & Costs

5.1 Price

Basis of Contract	Unit of Measurement	Price	Thresholds	Expected Annual Contract Value
Monthly report generated via PharmOutcomes	EOHC consultation only	£20.00 exclusive of VAT		
	Levonorgestrel EC supplied	£23.77 exclusive of VAT		
	Double dose Levonorgestrel EC supplied	£27.54 exclusive of VAT (£23.77 + £3.77)		
	Ulipristal acetate EC supplied	£34.05 exclusive of VAT		
Quarterly data extract by CDDFT	Returned Chlamydia (or dual Chlamydia and Gonorrhoea) postal pack. Resident of County Durham aged 13-24 years	£4.00 exclusive of VAT		