



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 January 2023 - 31 December 2023

1. AGREEMENT

1.1 This Agreement, dated..... 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,

- ii. **(The Sub-Provider).**
XXXXXXXXXXXXXXXXXXXX

Service Provided from the Locations Listed Below

xxxxxx

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

WHEREAS:

- A. County Durham and Darlington NHS Foundation Trust entered into an agreement (the “**Main Contract**”) with Durham County Council (“**the Commissioner**”) under which County Durham and Darlington NHS Foundation Trust has agreed to provide Emergency Oral Hormonal Contraception Scheme in County Durham.
- B. County Durham and Darlington NHS Foundation Trust has approval from the Commissioner under the Main Contract that the Services described in Appendix 1 may be subcontracted to the Sub-Provider on the terms and conditions set out in this Agreement.

2. PURPOSE OF THE AGREEMENT

This Service Level Agreement (“the Agreement”) is to regulate the provision of Emergency Oral Hormonal Contraception Scheme.

3. AGREEMENT PERIOD

3.1 This Agreement will be valid from 1st January 2023 to 31st December 2023. (subject to the Main Contract being validly executed and confirmed as such in writing by County Durham and Darlington NHS Foundation Trust) and shall, be subject to the other provisions of this Agreement, continue until the 31st December 2023 (Expiry Date) unless:

- 3.2 terminated in writing by either Party in accordance with clause 13; or
- 3.3 the Main Contract is terminated for any reason, in which case this Agreement shall terminate immediately, subject to all the rights of the Parties accrued up to the date of termination.
- 3.4 The Parties may agree to extend this Agreement beyond 31st December 2023 on terms and conditions agreed at the time. County Durham and Darlington NHS Foundation Trust shall serve at least three (3) months written notice prior to 31st December 2023 to the Sub- Provider. For the avoidance of doubt, any extension shall be agreed between the Parties in writing and signed by or on behalf of the 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 Provider and Sub-Provider are set out in the Service Specification.

5. THE Sub-PROVIDER’S OBLIGATIONS

- 5.1 The Sub-Provider shall inform the Sexual Health Team if the service will not be offered, and that expected length of time the disruption will be in effect.
- 5.2 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 Primary Provider’s nominated point of contact.
- 5.3 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 monthly basis.

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 (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 performance 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.

7. TERMS, FEES AND ACTIVITY

- 7.1 The service delivery is cost neutral to the Sub-Provider. All consumables, resources and necessary items will be supplied by the Primary Provider free of charge
- 7.2 The prices set out in Appendix 1 are exclusive of any applicable Value Added Tax.

8. MONITORING & INFORMATION REQUIREMENTS

- 8.1 The aim of the monitoring and information arrangements is to ensure that the overall objectives of providing a timely and high-quality service are met through a system of agreed criteria.
- 8.2 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.

9. REVIEW ARRANGEMENTS

- 9.1 It is intended that the Primary Provider will work in partnership with the Sub-Provider to review the current service from time to time.
- 9.2 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.
- 9.3 Reviews should take place at least every 6 months or more frequently where circumstances demand and by agreement between the Parties.

10. VARIATION

- 10.1. 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.
- 10.2. 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' signatories.

11. DISPUTE RESOLUTION

- 11.1 Both Parties accept that it would be in their best interests for any disagreement to be resolved locally.
- 11.2 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 nominated officers of both organisations.

12. COMPLAINTS

- 12.1 The Sub-Provider agrees to comply with the NHS complaints procedure if dealing with patient complaints.
- 12.2 The Sub-Provider will ensure that Serious Adverse Events (“SAE”) are shared, analysed and reported to the Primary Provider. The process should include a mechanism to identify events as a minimum.

13. TERMINATION

- 13.1 The Agreement may be terminated in the following circumstances:
 - 13.1.1 By either Party during the term giving the other 3 (three) months’ prior notice, or,
 - 13.1.2 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 the 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;
 - 13.1.3 Immediate termination by the Sub-Provider if the Primary Provider fails to pay any amount due under this contract on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or;
 - 13.1.4 The Primary Provider commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that Party being notified in writing of the breach; or;
 - 13.1.5 If either Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or;
 - 13.1.6 By either Party if an Event of Force Majeure exists for more than 28 days.
- 13.2 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.

14 INDEMNITY INSURANCE

- 14.1 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.
- 14.2 Neither Party limits its liability for death or personal injury caused by its negligence or that of its employees, agents or subcontractors as applicable.
- 14.3 Subject to clause 14.2, the total aggregate liability of each Party and its respective Affiliates to the other whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement will be a maximum of the total fees paid or payable under this Agreement.
- 14.4 Subject to clause 14.2, neither Party will be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.

15. LOCATION

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

16. NAMES AND CONTACTS IN RELATION TO THIS CONTRACT:

- 16.1 The names and contact details relevant to this Agreement are:

16.1.1 For the Sub-Provider:

Name:	xxxxxxx
Address	xxxxxxxxx
Telephone Number:	xxxxxxxxxx
E-mail:	xxxxxxxxxxxx

16.1.2 For the Primary Provider:

Name:
Address
Telephone Number:
E-mail:

17. CONFIDENTIALITY/DATA PROTECTION

- 17.1 Each of the Parties agrees that it shall keep any information designated as confidential or which is otherwise clearly confidential in nature (“Confidential Information”) received by it from the other before or during the term of this Agreement and which relates to the business, assets, affairs, financial results, plans, customers and suppliers of the other Party or its Affiliates or of any third party strictly confidential and that it shall not use any such Confidential Information for its own benefit (save as is necessary in order to perform its obligations and/or exercise its rights under this Agreement) or disclose any such Confidential Information to any third party and that it shall ensure that no third party shall have access to it. Notwithstanding the foregoing, the Parties shall be entitled to disclose the Confidential Information to its employees, or to the employees of its affiliates, to the extent that those employees have a genuine need to know the same to enable the Parties to perform their obligations or exercise their rights under this Agreement and who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorised disclosure or use on terms at least as stringent as those contained herein. The recipient shall be liable for acts by any of its affiliates in violation of this Agreement as if they were actions or omissions of that Party.
- 17.2 The restrictions in clause 17.2 shall not apply to any Confidential Information which:-
- 17.2.1 the recipient can prove is already known to it at the time of disclosure of the Confidential Information to it;
 - 17.2.2 is in the public domain at the time of disclosure of the Confidential Information to the recipient or which subsequently comes into the public domain through no fault of the recipient;
 - 17.2.3 is subsequently disclosed to the recipient (other than subject to conditions of confidentiality and without any restriction on disclosure) by a third party which is itself not subject to any restriction on disclosure imposed by the disclosing party hereunder; or
 - 17.2.4 is required to be disclosed as a matter of law or by the rules of a recognised stock exchange provided the recipient notifies the disclosing Party, if legally permissible, as soon as possible following any relevant demand or request for disclosure.
- 17.3 Each Party shall, if so requested by the other Party following termination of this Agreement, deliver up to the other Party or destroy all documents and (save to the extent that the same shall have been incorporated into the formal records of that Party) other material in its possession or control which include or incorporate any Confidential Information of the other Party save that one copy of the Confidential Information may be kept by the legal department of each Party for audit purposes. All such incorporated or retained confidential information shall remain subject to the obligations set out in the preceding provisions of this clause 17.
- 17.4 Data Protection
- The Parties agree that in relation to:

17.4.1 Personal Data (given the meaning in the General Data Protection Regulation 2018) processed by the Provider in providing Services under this Agreement (for example, patient details, medical history and treatment details), the Sub-Provider shall be the sole Data Controller (given the meaning in the General Data Protection Regulation 2018); and

17.4.2 Personal Data, the processing of which is required by the Primary Provider for the purposes of quality assurance, performance management and contract management the Primary Provider and Sub-Provider will be independent Data Controllers; together the “Agreed Purpose”.

17.5 Where the Primary Provider requires information under clause 17.4.2 above, the Sub-Provider shall consider whether the requirement can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the Primary Provider, the Sub-Provider shall provide such information in pseudonymised form where possible.

17.6 Appendix 2 sets out the categories of Data Subjects (meaning a natural person whose Personal Data are processed in the context of this Agreement), types of Personal Data, Processing operations (including scope, nature and purpose of Processing) and the duration of Processing (all given the meaning in the General Data Protection Regulation 2018).

17.7 Each Party shall comply with all the obligations imposed on a Data Controller under the Data Protection Laws (given the meaning in the General Data Protection Regulation 2018) in relation to all Personal Data that is processed by it in the course of performing its obligations under this Agreement.

17.8 Any material breach of the Data Protection Laws by one Party shall, if not remedied within fourteen (14) days of written notice from the other Party, gives grounds to the other Party to terminate this Agreement with immediate effect.

17.9 In relation to the Processing of any Personal Data, each Party shall:

17.9.1 ensure that it has all necessary notices and consents in place to enable lawful sharing of Personal Data to the Permitted Recipients (the directors, officers, staff and employees of each Party, any third parties engaged to perform obligations in connection with this Agreement) for the Agreed Purpose;

17.9.2 give full information to any Data Subject whose Personal Data may be processed under this Agreement of the nature of such Processing;

17.9.3 process the Personal Data only for the Agreed Purpose;

17.9.4 not disclose or allow access to the Personal Data to anyone other than the Permitted Recipients;

17.9.5 ensure that all Permitted Recipients are reliable and have had sufficient training pertinent to the care and handling of Personal Data;

17.9.6 ensure that all Permitted Recipients are subject to written contractual obligations concerning the Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;

17.9.7 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data in accordance with Article 32 General Data Protection Regulation 2018;

17.9.8 not transfer any Personal Data outside the European Economic Area unless the transferor ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 General Data Protection Regulation 2018; (ii) there are appropriate safeguards in place pursuant to Article 46 General Data Protection Regulation 2018; or (iii) one of the derogations for specific situations in Article 49 General Data Protection Regulation 2018 applies to the transfer; and

17.9.9 assist the other Party (at its own cost) in responding to any request from a Data Subject and in ensuring its compliance with all applicable requirements and obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or the UK's Information Commissioner's Office.

17.10 Each Party shall notify the other Party without undue delay on becoming aware of any Personal Data Breach (means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed) under this Agreement.

18. Intellectual Property Rights

18.1 All intellectual property rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party.

18.2 All intellectual property rights and all other rights in any documents or materials produced pursuant to this Agreement shall belong to the Sub-Provider.

18.3 Subject to clause 18.1 each Party will grant to the other a non-exclusive, non-transferable and revocable right to use and reproduce its name and trade mark solely as necessary to permit the other's performance of its obligations under this Agreement. Use of the name and trade mark will be agreed between the Parties and consent to such use will not be unreasonably withheld.

18.4 Neither Party shall use any name or trade mark belonging to the other Party or their affiliates in any way that may damage the goodwill of the other Party or that of its affiliates.

18.5 Each Party shall indemnify the other Party and its affiliates against all costs, expenses, claims, losses and damages arising directly or indirectly from any claim by a third party that any intellectual property supplied by the Party infringes the trade mark, patent, copyright, design or other intellectual property right of such third party.

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

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. SERIOUS UNTOWARD INCIDENTS

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

23. STATUTORY REQUIREMENTS

23.1 Both parties recognise their respective obligations to comply with the requirements of 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 Company Secretary

Date

Signed for and on behalf of the Primary Provider:

Signature...

Designation ...Head of Sexual Health

Date01/01/2023

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/Commissioner Lead	
Provider Lead	xxxxxxxxxxxx
Period	1 st January 2023 to 31 st December 2023

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.

Aims

- To provide discreet, professional, non-judgemental and confidential pharmacy-based services
- To deliver safe and appropriate provision of services
- Impact upon the reduction of health inequalities
- Impact upon the reduction of unintended teenage pregnancy
- Impact upon the reduction of undiagnosed cases of Chlamydia (and Gonorrhoea if dual test issued)
- Increase knowledge of emergency contraception, especially amongst young people
- Provide knowledge of services including emergency oral hormonal contraception (EOHC), community contraception services, and specialist sexual health services

c) Expected Outcomes

- 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 3 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

- The pharmacist will have undertaken and successfully completed the CDDFT emergency contraception theoretical training, including written assessment, in addition to the pre-requisite CPPE courses in Emergency Contraception and Level 2 Safeguarding Children & Vulnerable Adults.
The pharmacist will undertake 2-yearly refresher training to maintain competence to offer the service.
- 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 Agreement 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. Providers must ensure that they have suitable arrangements to store documentation in a safe and secure manner.
- The pharmacist will complete and safely retain* EOHC Client Record Form for all clients (appendix A) in line with Department of Health (DOH) Records Management NHS Code of Practice, Part 2 (2nd Edition), 2009

(*8 years (in adults) or until 25th birthday in a child (age 26 if entry made when young person was 17), or 8 years after death)

- 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 pharmacist will complete and safely retain* EOHC Fraser Assessment (incorporated within 'Form A') for all clients under 16 years of age.
- The pharmacist will issue an approved EOHC client leaflet for all those provided with EOHC ('Appendix C')
- The pharmacy will complete and return to the lead EOHC officer, details below, the monthly EOHC audit monitoring form (appendix D)

Lead EOHC officer:

Name:
Address

Telephone Number:

E-mail:

- **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 signpost clients without a regular method of contraception into services that will provide an on-going method of contraception
 - 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

3. 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)
Clinicians will also be available to give advice at the Sexual Health Hubs –
North Sexual Health Hub (GUM) UHND – 0191 3332660/2661
South Sexual Health Hub (GUM) BAH – 01388 455700
- 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

VAT at Applicable Rate

Basis of Contract	Unit of Measurement	Price	Thresholds	Expected Annual Contract Value
Monthly data return	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		

Appendix 2 - Management of data

Data subjects

The Personal Data processed by the Sub-Provider and/or the Primary Provider concerns:

- recipients of the Service
- and details of Boots staff involved in providing the Service
-

Types of Personal Data

Personal Data will be Processed by The Sub-Provider under Article 6(1)(e) and Article 9(2)(h) of the GDPR and will include:

- data which identifies the recipients of the Service - such as name, contact details (which may include address, email address or phone number) and date of birth/age;
- data relating to the health of the recipient and details of any test or treatment provided by The Sub-Provider (special category data);
- financial data of the Parties in order to invoice and receive payment for Services.

Processing operations

Personal data will be processed by The Sub Provider and/or the Primary Provider in order for:

- The Sub-Provider to provide the Services under this Agreement;
- The Sub-Provider to maintain records required for provision of the Service;
- The Sub-Provider to invoice and receive payment from the Primary Provider; and
- quality assurance, performance management and contract management by the Primary Provider.

Duration of Processing

The personal data processed by The Sub-Provider and/or the Primary Provider will be subject to the above processing operations for the duration of the Agreement and subsequently where such retention is required by applicable law or for actual or prospective legal claims or as otherwise set out by either Party.