

SPECIFICATION

Service	Local Enhanced Service for the Provision of Emergency Hormonal Contraception through Community Pharmacy
Council Lead	David Brady
Provider Lead	Pharmacist
Period	April 1 st 2018 – March 31 st 2019

1. Purpose

1.1 Introduction

The Service is to provide an Emergency Hormonal Contraception (EHC) Service, the dispensing of Levonorgestrel 1500 mcg tablet and Ulipristal 30mg tablet (ellaOne) [see Appendix 1 for PGDs] includes signposting / referral of Service Users onto other local sexual health services and or General Practice. Provision of free dual screen (chlamydia and gonorrhoea) kits for under 25 year olds and signposting / offer of free condoms is also part of this service (£1 supplement is paid to the pharmacy with each dual screen kit supplied). Please refer Appendix 2 and 3 for details about C Card and Dual Screen testing kits.

Direct support is available from the Integrated Sexual Health Service (website www.gatesheadsexualhealth.co.uk/, Telephone 0191 283 1577, secure email Sty-tr.chlamydiascreening@nhs.net for further details).

The Service is to be delivered by accredited Community Pharmacists, free of charge to the Service User, according to the approved local Patient Group Direction (PGDs), the most recent versions effective from 1st April 2018 Direction Number CP 2018/01C and CP 2018/02C (see Appendix 1).

Throughout this document, the term pharmacist refers to pharmacists registered with the General Pharmaceutical Council to practice in Great Britain and providing the Service as employee/agent of the Provider.

1.2 Background

Sexual health is an important area of public health. The Government has set out its ambitions for improving sexual health in its publication, *A Framework for Sexual Health Improvement in England*.¹

Sexual health needs vary according to factors such as age, gender, sexuality and ethnicity, and some groups are particularly at risk of poor sexual health, especially young people, Men

¹ Department of Health (2013). *A Framework for Sexual Health Improvement in England*. (<http://www.dh.gov.uk/health/2013/03/sex-health-framework/>)

who have sex with men (MSM) and BME groups. Strong links exist between deprivation and sexually transmitted infection (STI's), teenage conceptions and abortions.

From 1 April 2013 local government is required by regulation to commission HIV Prevention, open access genitourinary medicine (GUM) and contraception and sexual health services (CASH) for all age groups. This includes services commissioned from general practice and pharmacy, such as long acting reversible contraception (LARC), Emergency Hormonal Contraception (EHC), including chlamydia screening.

1.3 Evidence Base (from latest available data www.fingertips.phe.org.uk)

Equitable access to EHC is an important step in the drive to reduce teenage and unplanned pregnancies. The broad coverage that pharmacies offer ensures good geographical accessibility. Pharmacies can provide an anonymous service in an environment that respects the dignity and confidentiality of the Service User.

Teenage Conceptions (Under 18)

There has been a 59% reduction in Gateshead for under 18 conceptions since 1998, one of the most significant reductions in the North East region (source: Office for National Statistics).

Termination Rates

In 2016 the abortion rate for Gateshead, (14.4 per 1000) was similar to the NE region (14.4 lower than the England rate (16.7).

The under 18 abortion rate for 2016 (10.0 per 1,000) was higher than the regional (9.1) and national value (8.9).

In 2015, 50% of under 18 conceptions in Gateshead led to abortion

In 2016, of Gateshead women aged under 25 who had an abortion, 22% had also had an abortion previously. This compares with 23.6% of women in the North East and 26.7% of women in England.

2. Service Scope

2.1 Service Description

The Provider will provide a targeted approach to the reduction in the number of teenage and unplanned pregnancies. The Provider will ensure the various contraceptive protection and sexual health service options are discussed in conjunction with or without supplied medication. All women asking for emergency contraception will be told that an intrauterine device is more effective than an oral method (NICE Quality standard [QS129] and Faculty of Sexual and Reproductive Healthcare www.fsrh.org/standards-and-guidance/documents/ceu-clinical-guidance-emergency-contraception-march-2017/). Free dual screening kits can also be supplied as well as signposting to free condom scheme providers (see appendix 2). Requests to restock dual screen kits can be made to the

integrated sexual health service by emailing Sty-tr.chlamydia-screening@nhs.net (see appendix3). The Provider will actively signpost to the integrated sexual health service to encourage full sexual health screening.

2.2 Aims and objectives of Service

The overall aim of the Service is to improve access to EHC for women 14yrs and above and to develop and enhance the EHC Service to contribute to reducing unplanned pregnancies and incidences of STIs.

The aims and intended outcomes of this Service are:

- To improve access to emergency contraception and sexual health advice.
- To increase the knowledge, especially among young people, of the availability of free emergency contraception from local pharmacies.
- To contribute to a reduction in the number of unintended pregnancies in the patient group.
- To increase the knowledge of risks associated with STIs relative to the type of contraception chosen.
- To signpost Service Users, especially those from high risk groups (Young people, MSM, BME), to available mainstream sexual health services.
- To contribute to the local network of contraceptive and sexual health services to help ensure easy and swift access to advice and services.

The objectives of this Service are to:

- Develop a network of community pharmacies offering an easily accessible, free emergency hormonal contraception to the patient group.
- Reduce health inequalities in sexual health
- Improve services, providing fast and convenient access and plurality of provision for Service User choice
- Provide advice on sexual health including onward signposting and referrals
- Increase referrals, particular of higher risk groups, into mainstream sexual health services

3. Service Delivery

3.1 Service Model

All Providers shall provide a professional consultation service when assessing the Service User for emergency contraception.

All women asking for emergency contraception will be told that an intrauterine device is more effective than an oral method (NICE Quality standard [QS129] and Faculty of Sexual and Reproductive Healthcare www.fsrh.org/standards-and-guidance/documents/ceu-clinical-guidance-emergency-contraception-march-2017/). The provider will ensure all reasonable efforts are made to refer the patient on to either their GP or the sexual health service and supply a follow up appointment to the patient whilst they are present. The Provider will assess the Service User's suitability for EHC in line with the requirements of

this Service Specification and the current PGDs (CP 2018/01C and CP 2018/02C) Appendix 1).

If the consultation decision is to supply EHC, then this will be made free of charge to the Service User.

The Provider will use PharmOutcomes to input and monitor delivery of the Service. All fields are required to be completed.

The Provider will provide support and advice to Service Users accessing the Service, including advice on the avoidance of pregnancy, STIs through safer sex and condom use. Information will also be given on the use of long acting reversible contraception along with other regular contraceptive methods including the provision of free condoms (supplied by the Integrated Sexual Health Service (see Appendix 2). Supply of a free Dual Screening kit to each patient under 25 years old is also encouraged (see Appendix 3), with a £1 supplement paid to the pharmacy.

The Service will be provided in compliance with Fraser guidelines and Department of Health guidance for the provision of confidential sexual health advice and treatment for young people aged under 16.

www.fpa.org.uk/factsheets/under-16s-consent-confidentiality

3.2 Care pathways

The Service standard or standard operating procedures set by the Provider should reflect national and local child and vulnerable adult safeguarding procedures.

An full guide to local arrangements can be found here:

http://www.proceduresonline.com/nesubregion/Gateshead_SCB/index.html

Please refer to Appendix 4 for local safeguarding pathways

Whenever a Service User falls within the exclusion criteria, or wishes to use the option of intra-uterine device for emergency contraception, the Provider will refer the Service User onto a specialist sexual health service www.gatesheadsexualhealth.co.uk/ or their GP if necessary. This can be done via PharmOutcomes. It is recommended that Service Users requesting IUD as emergency contraception are also given EHC unless contraindicated. Providers are advised to keep an anonymous record of all these referrals.

When an accredited pharmacist is not available to make a supply of EHC under the PGD, or in the event a supply cannot be made for whatever reason, the Service User will be actively referred to or advised of alternative sources of supply, including other pharmacies that supply EHC under PGD and other local contraception and sexual health services, including General Practice. The Provider must telephone the referral to the service to which they are directing the Service User, to ensure that the service is available to the Service User that day and an appointment is confirmed and supplied to the Service User.

3.3 Interdependencies and relationships

The Provider will maintain efficient working relationships with allied services, agencies and stakeholders to enhance the quality of care delivered and ensure the holistic nature of the Service. Specifically, linkages will be maintained with, GPs, the Integrated Sexual Health Service, wider Council services, and any other sexual health and secondary health service

provider for use when relevant.

The Service cannot work in isolation and the Provider is required to work with partners to address the needs of Service Users and increase the opportunity for Service Users to achieve optimum sexual health outcomes. Partners will include:

- Abortion Providers
- Safeguarding Team
- Antenatal and post natal services
- Cervical Screening Programme
- Child and adolescent mental health services
- Drug, alcohol, obesity and smoking intervention services
- General practice
- Gynaecology
- HIV treatment and care services
- Male and female sterilisation services
- Mental health services
- Other healthcare service areas including voluntary sector
- Pathology and laboratory services
- Prisons and youth offenders institutions
- School and education services
- Sexual Assault Referral Centre
- Social Care
- Youth services

3.4 Relevant networks

The Provider is expected to support programme developments across all Level 1, 2 and 3 Sexual Health Services in Gateshead.

3.5 Communications

To download free advertising posters in relation to this Service provision for your premises please visit www.fpa.org.uk/sexual-health-week-2014/information-professionals. The Provider will also promote other local sexual health services and provide relevant written information in relation to the EHC service.

See www.gatesheadsexualhealth.co.uk/ for Gateshead Integrated Sexual Health service.

4. Service Location and Availability

4.1 Service location.

The Service is to be provided within the locality of Gateshead, within the full opening hours of the community pharmacy contract.

The Provider must have and use an accredited consultation area. The consultation area must:

- Enable both the Service User and the pharmacist to sit down together.
- Enable the Service User and pharmacist to talk at normal speaking volumes without being overheard by other visitors to the pharmacy, or by staff undertaking their normal duties.
- Be clearly designated as a private consultation area, distinct from the general public areas of the pharmacy.

4.2 Equality (Accessibility / acceptability)

All policies and services, including those relating to sexual health, should be designed to meet the needs of the entire target population. This should include action to address inequalities, wherever relevant².

4.3 Referral process and access.

Service Users may self refer, or be referred via appropriate professionals from a range of organisations.

Following the consultation, whether or not medication is supplied, the Accredited Pharmacist may decide it is relevant to provide onward signposting to sexual health services that provide long-term contraception methods and diagnosis and management of STIs.

Providers will give guidance and signpost Service Users to community contraceptive services and GPs as appropriate.

Providers will inform the Service User of other health and social care providers and support organisations, such as Service User groups, when appropriate.

If it is appropriate to supply EHC under the terms of the PGD, it will be made free of charge to the Service User.

Service Users will be actively referred to the local specialist sexual health website, to access clinic times, locations and the option to remotely request dual screening (chlamydia and gonorrhoea) testing kits. www.gatesheadsexualhealth.co.uk/
All medicines supplied must be labelled to comply with the Medicines Act 1968.

5. Training & Qualifications

5.1 Training & Qualifications

Please refer to the PGDs CP 2018/01C and CP 2018/02C: Qualifications/ Registration Requirements and Additional requirements.

Providers must retain copies of their own or Staff's evidence of accreditation and training at the premises where they offer the Service.

² Department of Health (2010). *Equality Impact Assessment for National Sexual Health Policy*
http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/prod_consum_dh/groups/dh_digitalassets/@dh/@en/documents/digitalasset/dh_111231.pdf

The Provider will be required to comply with General Pharmaceutical Council Standards of Conduct, Ethics and Performance and demonstrate maintenance of knowledge, skills and competencies, with evidence of Continuing Professional Development, ideally via CPD entries on to the General Pharmaceutical Council Website.

www.uptodate.org.uk/home/welcome.shtml

The Provider shall ensure that each practitioner ensures their skills and knowledge are kept up to date prior to supplying under the PGDs.

The Provider must ensure that supporting pharmacy Staff are trained in dealing with Service Users in a patient-centred, user-friendly, confidential and non-judgmental manner when requesting EHC. Providers are expected to work towards implementing the Department of Health paper 'You're Welcome' Quality Standards³.

5.2 Patient Group Directive (PGD)

It is an absolute requirement under this Contract for the Provider to apply the PGDs CP 2018/01C and CP 2018/02C in Appendix 1.

6. Contract Monitoring and Quality Framework

6.1 The Provider must provide the following information during the term of this Contract: Records should be kept, using standard documentation that will demonstrate:

- Details of all drugs supplied in relation to this Contract for audit purposes.
- Evidence of Fraser guidance fulfilled for under 16's.
- Evidence of counselling and future contraception needs explored.
- Evidence of onward referral or advice provided
- The Provider will use PharmOutcomes database to input and record delivery of the Service

Other quality indicators:

- Women asking for emergency contraception are told that an intrauterine device is more effective than an oral method.
- The Provider will advertise the Service within the Provider's premises, together with related sexual health information and the main sexual health service clinic location and opening times please see www.gatesheadsexualhealth.co.uk/
- The Provider will review its Standard Operating Procedures (SOPs) and referral pathways for the Service on an annual basis
- The Provider will ensure that the pharmacist accreditation status is current, up to

³ <https://www.gov.uk/government/publications/quality-criteria-for-young-people-friendly-health-services>

date and reviewed annually

- The Provider will ensure that the Service is delivered within a private consultation area

6.2 A quality assessment can be arranged at any point within the lifetime of the Contract. If it's a planned assessment the Council will give the Provider at least 28 days notice that it is carrying out the assessment. If concerns or issues are raised regarding the Service, the Council can carry an unplanned assessment without any notice.

7. Performance Indicators

7.1 Performance of the Service is monitored by the completion of all required fields via the PharmOutcomes platform.

7.2 The Provider will complete any national statistics as and when required. The Provider must supply information in relation to any other relevant Service outcome indicators requested by the Commissioner.

7.3 It is essential that the Provider submits accurate performance indicator data using PharmOutcomes within agreed timescales. Training will be given on request.

Please see Schedule 2, KPIs [page 20]

8. Pricing

Please see Schedule 3, Pricing [page 22]

9. Special Circumstances and Conditions

n/a

**Appendix 1 Gateshead EHC PGDs –
Separate attachments**

Appendix 2

Gateshead Condom Distribution Scheme

For more information please contact the Integrated Sexual Health Service

website www.gatesheadsexualhealth.co.uk/

Telephone 0191 283 1577

Email Sty-tr.chlamydiascreening@nhs.net

NICE (2017) "*Sexually transmitted infections: condom distribution schemes*" recommends the introduction of single component condom schemes to increase young people's access to free condoms.

Gateshead Sexual Health (GSH) service has established a single component distribution scheme which provides:

- Community based issue points across the geographic borough of Gateshead in a range of services accessed by young people offering :-
 - Free condom grab pack access for 16 – 24 year olds
 - Signposting guidance and information about Sexual Health Services
 - Free dual screening packs

Fast track access to condom grab packs in Gateshead Sexual Health Hub (Trinity Square) or at outreach Spoke clinics.

Values & Principles

Services provided will be accessible, non-judgmental and welcoming; valuing and respecting the diversity of the potential client group. Confidentiality will be offered and assessment under the Fraser Guidelines used in the context of good practice around supporting Children's Safeguarding and reducing risk around Child Sexual Exploitation.

Young people do not need to be sexually active to use the scheme, and interest in a positive approach to sexual health can start by experimenting with and finding out about condom provision.

Choice will be promoted including access to a range of condom-related products.

The scheme will be responsive to the changing needs of service users and keep up to date with new sexual health developments.

Process

Issue points distribute free condoms to 16-24 year olds on behalf of Gateshead Sexual Health service.

To access free condoms young person completes a paper template which is checked by issue point against suitability criteria. If suitable candidate condom grab pack will be issued free of charge.

Those that are not suitable for the scheme e.g. under 16s, known latex allergy should be signposted to multi component condom programme at Gateshead Sexual Health Hub (Trinity Square) or at an outreach Spoke clinic.



FREE Gateshead Condom Sites

- Boots Pharmacy - Metro centre
- Boots Pharmacy - Blaydon
- Boots Pharmacy - Dunston
- Northumbria University Student Accommodation Trinity
- Wickham Pharmacy
- Chopwell Primary Health Centre
- Tesco Pharmacy Trinity Gateshead
- Gateshead College Baltic Campus
- Gateshead College Automotive Campus
- Gateshead College Sports Academy
- Gateshead College Construction Campus
- Blaydon Urgent Treatment Centre
- Chainbridge Medical Partnership - Blaydon
- QE Emergency Care Centre
- Whitworth Pharmacy Wrekenton

Providing a range of NHS services in Gateshead, South Tyneside and Sunderland.



Appendix 3 Dual Screening kits



Chlamydia is the most common sexually transmitted infection often not displaying symptoms. Over 5,200 cases of chlamydia were reported in the region in 2016. At the same time Gonorrhoea increased by 8%, with 1,517 new infections

Testing and treating young people infected with Chlamydia or Gonorrhoea will both reduce their risk of serious long term health implications such as pelvic inflammatory disease and infertility as well as prevent transmitting the infection. In addition to clinic based sexual health service Gateshead sexual Health team provides a home based self-screening service which can be accessed by under 25s.

The aim of the service is to:-

- prevent and control chlamydia through early detection and treatment of asymptomatic infection
- reduce onward transmission to sexual partners
- prevent the consequences of untreated infection
- ensure all sexually active under 25 year olds are informed about chlamydia, and have access to sexual health services that can reduce risk of infection or transmission
- normalize the idea of regular chlamydia screening among young adults so they expect to be screened annually or when they change partner

Gateshead public health vision is that all sexually active young adults should be offered dual screening as a routine part of every primary care sexual health consultation. Pharmacists undertaking emergency hormonal contraceptive consultations are ideally placed to offer dual screening.

Gateshead Sexual Health will supply free home testing grab packs to pharmacy's and provide sexual health signposting information to display.

A number of pharmacies are already offering the service across the geographic borough of Gateshead helping the service to be locally accessible.

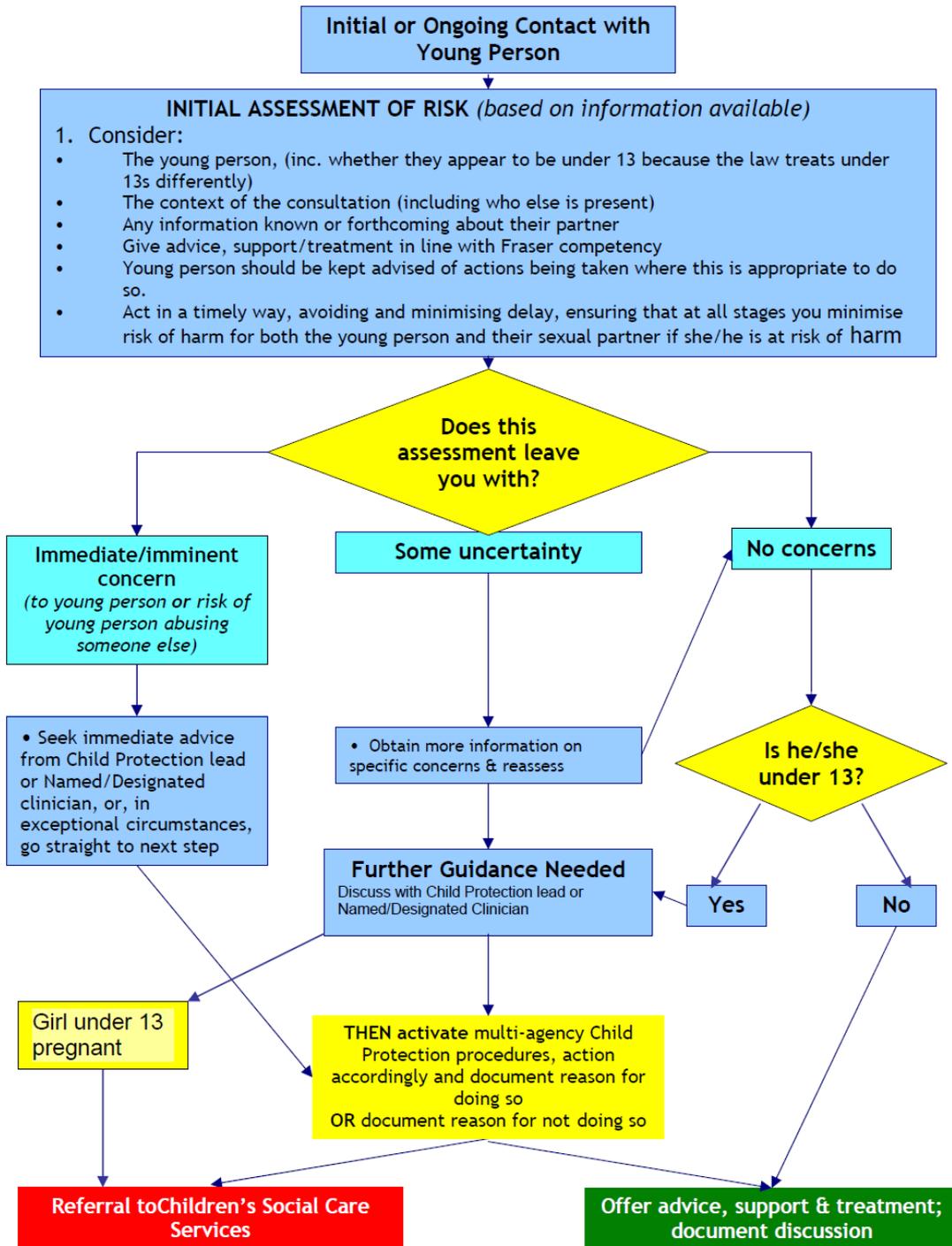
Grab pack are also available at a number of other sites including colleges, halls of residence and voluntary groups, they can also be requested online at <http://www.gatesheadsexualhealth.co.uk/dual-screening-scheme/>

For more information about screening kits contact Dan Dobson Outreach Worker on 0191 2831575

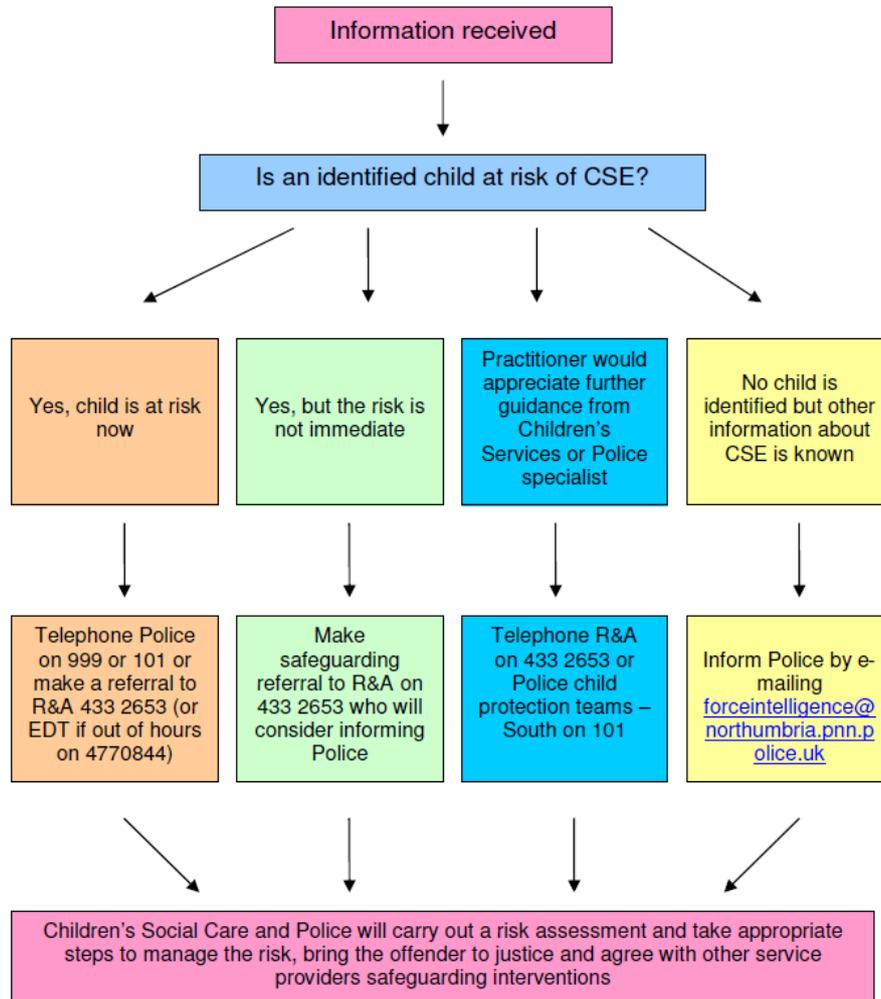
Appendix 4 - Safeguarding

Gateshead Safeguarding Team Details Last update Jan 2018		
Referral to Referral & Assessment Team (Children Services)	Civic Centre Gateshead	Office Hrs Tel: 0191 433 2410/2349 Children & Families, Learning & Children Admin Tel No: 0191 433 2515/2653 Fax No: 0191 433 2040 Out of Hours: 0191 4770844/Fax: 0191 433 3355
Safeguarding Unit	Gateshead Council	Gateshead Civic Centre Tel No: 0191 433 3565
Dr Carmen Howey	Designated Doctor	Queen Elizabeth Hospital Tel No: 0191 445 6134
Judith Corrigan	Designated Nurse, Safeguarding Children	Newcastle/Gateshead CCG, Riverside House Tel No: 0191 217 2552 Mob No: 07585403072
Ashleigh Miller	Named Nurse	Tel No: 0191 4452049
Melanie Finlay	Safeguarding Nurse Advisors	Tel No: 0191 283 1374
Linda Hubbucks	Designated Nurse for Looked After Children	Tel: 0191 2172828 Mobile: 07769362016 Email: Linda.hubbucks@nhs.net
Dr A Liddle	Named GP (Children Protection)	alexander.liddle@nhs.net 07584 162366

Flow Chart for Professionals Working With Sexually Active Under 18's



GUIDANCE FOR AGENCIES RECEIVING CSE INFORMATION (GATESHEAD)





Gateshead local safeguarding children board

Child protection/ child in need/ child care concern referral form

Date of referral:

Time of referral:

Name of duty social worker (if applicable):

Name of referrer:

Job title:

Agency:

Contact details:

Child's details:

Surname:

Forename(s):

DOB:

Home address:

Current address (if different):

Telephone number:

Gender:

School/nursery

GP:

Ethnicity:

Religion:

First language:

Is the child affected by a disability? YES/NO? If yes, give details:

Siblings:

Name(s) (insert address if different)	D.O.B.	School	Tick if also subject of the referral

Are any of the children living within the family adopted? YES/NO? If yes, give details:

Relevant Adults:

Full Name(s)	DOB	Address (if different)	Relationship to Subject

- Has parental consent to this referral been obtained?** Yes No
By consenting to this, are parents aware information will be shared and stored? Yes No
If parental consent has not been obtained, is the parent aware of the referral? Yes No
Do parents want help and support from social care? Yes No

If "NO" state the reason:

(Please note parental consent for this referral should always be sought unless there is an immediate risk of harm to the child/ren or to do so would place the child at risk of significant)

Other professionals/agencies known to be involved with the child/ family:

Name	Agency	Role

Reason for referral: (this must include information regarding the nature of the current concerns including the impact upon the child's health and welfare. It should also address parenting capacity, family strengths and support. Additional information including whether there is a Team Around the Family (TAF) and whether a CAF assessment has been undertaken should also be included)

Please send this referral form to Gateshead Referral and Assessment Team electronically to R&ADuty@gateshead.gov.uk or R&ADuty@gateshead.gcsx.gov.uk or R&ADuty@gateshead.gov.uk.cjsm.net or internally to **L&C R&ADuty** A second copy should be sent to the named person for child protection in your own agency and a third copy should be kept within your own records for the child.

SCHEDULE 1**CONDITIONS PRECEDENT****1. GPhC**

Provide the Council the General Pharmaceutical Council Registration Number for the pharmacy premises along with details of a Pharmacy Superintendent and their GPhC Number.

2. Insurance

Provide the Council with a copy of the insurance policies to illustrate that the Required Insurances (as detailed in the Terms and Conditions and Invitation to Tender) are in place;

3. Training and Qualifications

3.1 Please refer to the PGDs, 'Qualifications Required'. Practitioners must meet and evidence these requirements.

3.2 Providers must retain copies of their own or Staff's evidence of accreditation and training at the premises where they offer the Service and provide copies to the local authority upon request.

3.3 The Provider will be required to comply with General Pharmaceutical Council Standards of Conduct, Ethics and Performance and demonstrate maintenance of knowledge, skills and competencies, with evidence of Continuing Professional Development, ideally via CPD entries on to the General Pharmaceutical Council Website.
www.uptodate.org.uk/home/welcome.shtml

3.4 The Provider shall ensure that each practitioner ensures their skills and knowledge are kept up to date prior to supplying under the PGD.

3.5 The Provider must ensure that supporting pharmacy Staff are trained in dealing with Service Users in a patient-centred, user-friendly, confidential and non-judgmental manner when requesting EHC. Providers are expected to work towards implementing the Department of Health paper 'You're Welcome' Quality Standards⁴.

4. Patient Group Direction: See above, Appendix 1

⁴ <https://www.gov.uk/government/publications/quality-criteria-for-young-people-friendly-health-services>

SCHEDULE 2**PERFORMANCE INDICATORS**

Performance Indicators	Threshold	Method of Measurement	Consequence of breach
The Provider is making full use of the promotional material made available for the service and promotes its uptake	100% compliance	<ul style="list-style-type: none"> - Contract Assurance process (including self-assessment) - Mystery shopper feedback 	Appropriate action under Clause 24 of the Terms and Conditions (<i>Defaults and Suspension</i>)
The Provider has relevant information leaflets and ensures that relevant written information is provided at each consultation	100% compliance	<ul style="list-style-type: none"> - Contract Assurance process (including self-assessment) - Mystery shopper feedback 	As above
The Provider ensures that the Standard Operating Procedure is in line with the Service Specification and reviews this SOP and the referral pathways for the Service on an annual basis.	100% compliance	<ul style="list-style-type: none"> - Contract Assurance process (including self-assessment) 	As above
The Provider can demonstrate that pharmacists and Staff involved in the provision of the service have undertaken CPD and / or training relevant to this Service	100% compliance	<ul style="list-style-type: none"> - Accreditation criteria - Contract Assurance process (including self-assessment) 	As above
Records kept regarding excluded Service Users, reasons for and subsequent actions or advice given.	100% compliance	<ul style="list-style-type: none"> - Contract Assurance process (including self-assessment) 	As above
Records of all drugs supplied in relation to this Contract for audit purposes.	100% compliance	<ul style="list-style-type: none"> - Contract Assurance process (including self-assessment) 	As above
Evidence of Fraser guidance fulfilled for	100% compliance	<ul style="list-style-type: none"> - Contract Assurance process (including 	As above

under 16's.		self-assessment)	
Evidence of counselling, future contraception needs explored, STI testing, treatment and risk discussion and any details of onward referral	100% compliance	- Contract Assurance process (including self-assessment)	As above
Compliance with Pharmoutcomes database to input/monitor delivery of the Service	100% compliance	- Contract Assurance process (including self-assessment)	As above
All women asking for emergency contraception are told that an intrauterine device is more effective than an oral method (NICE Quality standard [QS129] Published date: September 2016	100 % compliance	- Contract Assurance process (including self-assessment)	As above

SCHEDULE 3

PRICING

In consideration of the Provider delivering the Service the Council will pay the Provider the following Price:

Element to be Delivered	Amount
Consultation	£11.26
Dual (chlam/gonorrh) screening kit	£1.00
Levonorgestrel per dose	£5.20 drug tariff unit price as of April 1 st 2018 plus VAT
Ulipristal per dose	£14.05 drug tariff unit price as of April 1 st 2018 plus VAT

The claims are to be submitted to the Council on a Monthly basis via Pharmoutcomes. The Council shall pay the Provider the Price following verification of the claim, within 30 days of submission of the claim form. Practitioners must include their full name next to each claim for consultation and/or supply of medication. The claim will only be paid so long as the Provider/practitioner complies with the PGD, 'Qualifications Required' and the inclusion criteria of the PGD.

The Price shall remain as set out during the financial year 2018/2019. In the event that the Contract is extended in accordance with Clause 2.4 of the Terms and Conditions the Price shall continue at the same rate, unless a variation is agreed with Council. Where appropriate, the Council shall pay the Price on a pro-rata basis in respect of any extension period.

SCHEDULE 4

DATA SHARING FOR EHC SERVICE

DEFINITIONS

Agreed Purposes: The performance by each party of its obligations under this Contract and in order to deliver the Service under the provisions of the National Health Service Act 2006 with the Localism Act 2011 providing the incidental powers to share data in order to allow for payment to be made for the provision of the 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: (i) the Data Protection Act 1998, until the effective date of its repeal (ii) the General Data Protection Regulation ((EU) 2016/679) (**GDPR**) and any national implementing laws, regulations and secondary legislation, for so long as the GDPR is effective in the UK, and (iii) any successor legislation to the Data Protection Act 1998 and the GDPR, in particular the Data Protection Bill 2017-2019, once it becomes law.

Permitted Recipients: The parties to this agreement, the employees of each party, and the PharmOutcomes system.

Shared Personal Data: the personal data to be shared between the parties under clause 1.1 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) Unique identifier for Service User
- b) Date of service provision to Service User
- c) Initials, age and postcode district of Service User
- d) Triage assessment of Service User (including referral or not, if so where from, reason for presentation to Service, alcohol involvement, time since UPSI, liver enzyme medication being taken, cycle length, last period date, point in cycle, period normal, other UPSI, breastfeeding, exclusion criteria applied, counselling given, previous use of EHC, EHC supplied or not, medicine batch number, expiry date, where taken, second dose required, chlamydia test and condoms supplied and any other relevant information); and
- e) Name of Provider and practitioner

1. DATA PROTECTION

- 1.1 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes and shared via the PharmOutcomes system.
- 1.2 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.
- 1.3 **Particular obligations relating to data sharing.** Each party shall:
- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (b) give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (c) process the Shared Personal Data only for the Agreed Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;
 - (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
 - (g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and

- (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 GDPR; (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

1.4 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other party about the receipt of any data subject access request;
- (c) provide the other party with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- (e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return and delete Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this Schedule 4 and allow for audits by the other party or the other party's designated auditor; and
- (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data

security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

- 1.5 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it. The liability of the indemnifying party under this clause shall be subject to the limits set out in 22 of the Terms and Conditions of this Contract.