THE CITY COUNCIL OF BRISTOL (1) and Insert Pharmacy Name (2)****

DEED OF VARIATION

**IN RESPECT OF**

**THE AGREEMENT FOR**

**Public Health Pharmacy Contract (Sexual Health Services)**

**THIS DEED OF VARIATION** is dated the 1 September 2018

**BETWEEN:**

1. **The City Council of Bristol** (the “**Council**”); and
2. **Insert Pharmacy Name** (the **“Provider”**)

**BACKGROUND**

By an agreement entered into between the Council and the Provider dated 1st October 2017, (‘the “**Existing Agreement**’) the parties undertook certain obligations relating to the provision of sexual health services to young people aged 24 and under. The funding for this service is from the Public Health Budget. The parties have agreed to vary the terms of the Existing Agreement as set out in this Deed.

**IT IS AGREED AS FOLLOWS**:

1. **INTERPRETATION**
   1. Words and phrases used in this Deed which are defined in the Existing Agreement shall have the meanings assigned to them in the Existing Agreement unless the context otherwise requires.
   2. This Deed is supplemental to the Existing Agreement.
2. **VARIATION OF THE CONTRACT**

2.1 The Existing Agreement is to be read and interpreted as if the variations to it set out in this Deed were set out in full in the Existing Agreement.

2.2 The purpose of this variation is to expand the number of drugs that may be supplied under Patient Group Direction and to update the training requirements in line with this change.

2.3 The following changes to the sexual health service specification (Annex D) of the existing agreement will apply:

**Changes to Annex D: Sexual Health Services**

|  |  |  |
| --- | --- | --- |
| a) | Change to the drugs supplied under PGD  Change to section 3 and section 9 | Currently, the service described in Annex D refers to the supply of azithromycin for chlamydia treatment and levonorgestrel for emergency contraception. Henceforth the services specified in Annex D will allow for the supply of either azithromycin and doxycycline for chlamydia treatment, and levonorgestrel and ulipristal acetate (EllaOne) for emergency contraception.  All single references to ‘azithromycin’ or ‘levonorgestrel’ contained within section 3 and 9 will henceforth relate to ‘azithromycin and doxycycline’ and ‘levonorgestrel and ulipristal acetate.’ |
| b) | Changes to section 6 ‘Pharmacy Training Requirements’ | The existing training requirements will be superceded by the following:   * All pharmacists involved in the provision of the service to the public must have completed the following online training:  1. [CPPE emergency contraception](https://www.cppe.ac.uk/programmes/l/ehc-e-03/) and related [e-assessment](https://www.cppe.ac.uk/programmes/l/ehc-a-10/) within the last 3 years 2. [CPPE Safeguarding Children and adults e-learning](https://www.cppe.ac.uk/programmes/l/safegrding-e-02/) and [e-assessment module](https://www.cppe.ac.uk/programmes/l/safegrdingl2-a-02/) within the last 2 years. See Annex B of the main contract document for safeguarding requirements 3. Health Education England e-Learning for Healthcare (e-LfH) Emergency Contraception e-learning module (Module 10) of the [Sexual and Reproductive Healthcare course](https://www.e-lfh.org.uk/programmes/sexual-and-reproductive-healthcare/) within the last 3 years 4. Health Education England e-Learning for Healthcare [Combatting CSE e-learning course](http://cs1.e-learningforhealthcare.org.uk/public/CSE/CSE_01_001/story.html) within the last 3 years    * Bristol City Council also recommend the completion of the following self-learning packages as additional resources (although their completion is not compulsory):    * CPPE: Sexual Health in Pharmacies - 6hrs    * CPPE: Dealing with difficult conversations - 6hrs    * Evidence that online training has been undertaken will be required through completion of the declaration of self-competence. This must be completed by all pharmacists providing the service. Relevant guidance and support is provided by Avon LPC. The information will be made available to Bristol City Council on request. |

1. **GENERAL**

3.1 Except as expressly amended by this Deed (and any previous variations to the Existing Agreement agreed in writing between the parties) the Existing Agreement shall continue in full force and effect.

3.2 This Deed shall be governed by and construed in all respects in accordance with the laws of England and Wales, and each party submits to the exclusive jurisdiction of the English Courts in relation to all matters arising out of or in connection with this Deed.

3.3 This Deed has been executed and delivered as a Deed on the date stated at the beginning of this Deed.

**The Council**

Signed………………………………………………………………………

**AS WITNESSED** the duly authorised representative of the Council has executed this Deed on the date stated at the beginning of this Deed

**The Provider**

Signed………………………………………………………………………

Witnessed by………………………………………………………………………

Date