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**Bristol Public Health**

**and**

**[ enter pharmacy name here ]**

**Contract**

**For the Provision of**

**Sexual Health and Supervised Consumption Services**

**in**

**Primary Care**

**The Representatives for Each Party:**

**The Council’s Authorised Officer for this Agreement is:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Christina Gray** | **Title:** | Director of Public Health |
| **Address** | **City Hall, College Green, Bristol** | | |
|  | **BS1 5TR** | | |
| **Tel** | **0117 9222 891** | | |
| **Fax:** | **NA** | | |
| **EMail** | [**Christina.Gray@bristol.gov.uk**](mailto:Christina.Gray@bristol.gov.uk) | | |

The Authorised Officer may nominate representatives to exercise some or all of his functions as appropriate and will ensure that the Provider is informed, in writing, of the name of the appropriate representative(s) from time to time.

**The Provider’s Contract Manager for this Agreement is:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Aaaaaaa** | **Title:** | **Insert Title** |
| **Address** | **(Insert Address),** | | |
|  | **(Insert Address including post code).** | | |
| **Telephone:** | **(0117) xxxxxxx** | | |
| **Fax:** | **(0117) xxxxxxx** | | |
| **EMail** | [**aaaaaa.bbbbb@yyyyyyy.co.uk**](mailto:aaaaaa.bbbbb@yyyyyyy.co.uk) | | |

The Contract Manager may nominate representatives to exercise some or all of his functions as appropriate and will ensure that the Council is informed, in writing, of the name of the appointed representative(s) from time to time.

This document, including any schedules and/or annexes constitutes the Agreement between:

**Bristol City Council, City Hall, College Green, Bristol BS1 5TR**

(the Council)

and

**XXXXX Pharmacy (insert address)**

(the Provider)

The parties have agreed to enter into a contract for the provision of public health Services in primary care to the extend identified in the Service Specifications.

Specification and other provisions of the agreement are referred to in:

1. Annex A (Service Specifications)
2. Annex B (Safeguarding policies)
3. Annex C (Clinical Governance)
4. Annex D (Data Protection)

Should any of the above named documents conflict, the Council’s Service Specifications will be assumed to be an accurate and fair representation of the requirements under this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this agreement:

**Commencement Date**: 1 April 2025;

**Confidential Information:**means all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party's representatives in connection with this agreement, including but not limited to:

1. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
2. any information developed by the parties in the course of carrying out this agreement;

**Initial Terms**: the Supervised Consumption Services Initial Term and the Sexual Health Services Initial Term;

**Services**: the Sexual Health Services and the Supervised Consumption Services;

**Service Specifications**: the specifications for the Services as set out in Annex A;

**Sexual Health Services**: the services set out in Part 1 of Annex A;

**Sexual Health Services Initial Term:** the duration of the agreement starting on the Commencement Date and ending on 31 March 2028;

**Supervised Consumption Services**: the services set out in Part 2 of Annex A;

**Supervised Consumption Services Initial Term:** the duration of the agreement starting on the Commencement Date and ending on 31 March 2030;

**Term**: the period of the Initial Terms as may be varied by:

1. any extension pursuant to 2.2 and/or 2.3; or
2. the earlier termination of this agreement in accordance with its terms

**Termination Date:** the date of expiry or termination of this agreement.

**Working Day:** Monday to Friday, excluding any public holidays in England and Wales.

1. COMMENCEMENT AND DURATION
   1. This Agreement shall remain in force for the Term.
   2. The Council may, by giving the Provider not less than [3] months' written notice prior to expiry of the Sexual Health Services Initial Term or Sexual Health Services Extension Period, request the extension of this agreement in respect of the whole (or part) of the Sexual Health Services and on the same terms mutatis mutandis, by up to two further periods of 24 months each (each a “**Sexual Health Services Extension Period**”) from the day following expiry of the Sexual Health Services Initial Term or Sexual Health Services Extension Period.
   3. The Council may, by giving the Provider not less than [3] months' written notice prior to expiry of the Supervised Consumption Services Initial Term or Supervised Consumption Services Extension Period, request the extension of this agreement in respect of the whole (or part) of the Supervised Consumption Services and on the same terms mutatis mutandis, by up to two further periods of 24 months each (each a “**Supervised Consumption Services Extension Period**”) from the day following expiry of the Supervised Consumption Services Initial Term or Supervised Consumption Services Extension Period.
   4. Payment to the Provider will be made in arrears for each month by electronic transfer to the Provider’s bank account (BACS) within 30 days of receipt of the invoice being confirmed as valid and undisputed. Verification of invoices will take place within 7 days of receipt.
   5. The Provider will provide the Services described above with reasonable care and skill and to the best of their ability, having regard at all times to the relevant rules of professional conduct and good practice and to the standards outlined within the Provider’s policies.
   6. The Provider will:
2. Arrange dates, times, facilities, logistics and clinical waste management in line with their statutory responsibilities and best practise guidelines.
3. Record all clinical audit data in the patient's clinical record including refusal, reactions or reasons for non-engagement.
4. Record any incident using the provider clinical governance process and in line with the Bristol City Council process.
5. The Provider is required to maintain detailed records of all services carried out in respect of each Payment Period including the locations of the performance of the Services.
   1. These records must be available for inspection by the Authorised Officer or Council’s Audit Team at all reasonable times. The Council will normally make prior arrangements for such inspections but reserve the right to visit without prior notice in the event of an emergency or situation of such severity that immediate action is required.
   2. All requirements for payments and audit as specified in this agreement will be fulfilled by the practice using the templates issued by Public Health.
   3. The Council will notify the Provider in the event that uptake of the Services is at a level at which the budget may be exceeded and a meeting will be arranged in order to discuss any measures deemed necessary to reduce demand or target the Services.
6. Maintain appropriate records to ensure effective ongoing service delivery and audit. Records are confidential and should be stored securely and for a length of time in line with the NHS record retention policies.
   1. It may be necessary to amend the Agreement and/or Service Specification as a result of legislation coming into force and not in contemplation at the Commencement Date and/or relevant binding court decisions. The parties will discuss such issues as and when they arise.
   2. If there is a requirement for Services to be delivered in a substantially different manner because of such circumstances or other changes in the law, such requirements will be treated as variations in accordance with the requirements of Clause 2.9.
   3. Neither party shall assign, vary, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the other party.
   4. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the agreement within 10 Working Days of either party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the relevant director (or equivalent) of each party.
   5. The Provider will comply with all duties imposed upon it, whether by statute, common law or EC Directive or Regulation. Any normal costs of compliance will be borne by the Provider. The service and all ongoing casework elements will operate entirely under the Provider’s remit.
   6. The Provider shall effect and maintain at its own cost policies of insurance for any occurrence or series of occurrences arising out of any one event arising out of the performance of its obligations under this Agreement:
7. public liability insurance of a minimum of £5,000,000 (five million pounds);
8. employers liability insurance of a minimum of £10,000,000 (ten million pounds);
9. professional indemnity insurance (including cover for medical malpractice) of a minimum of £10,000,000 (ten million pounds);

with reputable insurers in the UK insurance market for a period expiring no earlier than 6 years after completion of the Services to cover the liability of the Provider provided that such insurance is available in the market at commercially reasonable rates. Any increased or additional premium required by insurers by reason of the Provider’s own claims record or other acts or omissions particular to the Provider shall be deemed to be within commercially reasonable rates.

* 1. The Provider shall inform the Council immediately if such insurance cover ceases to be available at commercially reasonable rates. Upon request, the Provider will provide the Council with a copy of the policy of insurance effected in accordance with Clause 2.12.
  2. The Parties recognise that patient specific data is confidential and as such will be handled in accordance with the Annex D.
  3. The Parties agree to use the other’s Confidential Information only in relation to the Services, and not to disclose it, except where required by law or regulation.
  4. Except with the prior written consent of the Council, which shall not be unreasonably withheld or delayed, the Provider shall not make any press announcement or publicise this Agreement, the Services or any instruction in any way.
  5. The Council agrees that the Provider and its sub-contactors may perform services of the kind it provides to the Council to others (including competitors, if any) so long as they do not disclose the Council’s Confidential Information.
  6. The Provider shall at all times during the term of this Agreement comply with the Safeguarding Vulnerable Groups Act 2006 and the Police Act 1997 to the extent that they are applicable to the Services and undertake all checks of its staff or individuals who may be employed by it in accordance with the principles contained in the Council’s Disclosure Policy. The parties shall discuss compliance with safeguarding standards at regular intervals and any issues of non-compliance must be addressed at the earliest opportunity (see Appendix B for Safeguarding Policies).
  7. Any complaints relating to advice given or the manner in which individuals and or their cases have been handled by Provider personnel will be subject to the Provider’s complaints policy. The Council should be provided with a summary of all complaints and how they have been resolved, including timescales.
  8. The Provider is responsible for the performance of any sub-contractors and shall be liable to the Council for the acts and omissions of its subcontractors, in so far as this relates to Services provided under this agreement. The Provider shall ensure that any sub-contractor meets all Baseline Quality, Performance and Productivity Indicators and complies with all relevant quality assurance measures required of the Provider under this Agreement.
  9. The Council does not bind itself to receive or pay for items or services other than those specified in the Service Specification and or ordered by the Authorised Officer for this service.
  10. Expiry or termination of this Agreement shall not affect any rights or liabilities of the Parties that have accrued prior to the date of termination.
  11. Either Party may voluntarily terminate this Agreement or any part of the Services by giving the other party not less than 3 months’ written notice at any time after the Commencement Date. Any outstanding costs associated with the provision of Service up to the date that notice of termination is issued to the other party shall be payable in full.
  12. This agreement does not bind either party to continue the provision of Services beyond the Term. This agreement does not commit the Council to future funding of this agreement or services detailed within it. The Council reserves the right to commission services with any qualified Provider following expiry of this agreement.
  13. This Agreement shall terminate on the Termination Date unless terminated earlier by the Council in the following circumstances:
      1. if the Provider fails to comply with any terms and conditions of this Agreement provided that the Council shall first serve a notice specifying such failure and requiring it to be remedied and such failure is not remedied within twenty-one (21) days of the date of such notice.
      2. if the Provider should be incompetent, guilty of gross misconduct or any serious or persistent negligence or serious or persistent default in the provision of the Services, including (but not limited to) the disclosure to any person not authorised by the Council of any Confidential Information
      3. if the Provider breaches any warranty or undertaking made by him during the procedure for the award of this Agreement
      4. if the Provider undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of this Agreement; or
      5. if the Provider is an individual or a firm and a petition is presented for the Provider’s bankruptcy, or a criminal bankruptcy order is made against the Provider or any partner in the firm, or the Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Provider’s or firm’s affairs; or
      6. if the Provider is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
      7. where the Provider is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
      8. any of the Provider’s registrations necessary for the performance of the service is cancelled by the relevant regulator on giving the Provider no less than one (1) months’ notice in writing.
  14. The Provider may terminate this agreement or part of the Services under this Agreement, with immediate effect, by written notice to the Council if at any time the aggregate undisputed amount due to the Provider from the Council exceeds 25% of the annual contract value or the Council is in persistent material breach of its obligations under this Agreement which has a material adverse effect on the ability of the Provider to provide the Services, and the Council fails to remedy such breach within 40 Working Days of the Council receipt of the Provider’s notice identifying the breach.
  15. Meetings between the Council and Provider will take place on a regular basis (to be determined by both parties) during the Agreement.
  16. The Provider shall deliver reports to the Council’s Authorised Officer or delegated deputy as per the requirements set out in the attached Service Specifications along with any other reasonable requests for information to support the development of the Service.
  17. The Provider shall deliver the levels of activity as set out in the Service Specifications.
  18. Any variation to this agreement must be in writing and agreed by the parties.
  19. This agreement does not give rise to any rights under the Contract (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
  20. This agreement and the documents referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
  21. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.
  22. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and that the courts of England shall have exclusive jurisdiction.

On behalf of Bristol City Council

|  |  |
| --- | --- |
| Signed |  |
| Name |  |
| Date |  |

**On behalf of XXX**

|  |  |
| --- | --- |
| Signed |  |
| Name |  |
| Date |  |

**Annex A: Service Specifications**

**PART 1 - Sexual Health Service**

This service specification outlines the specialised sexual health services to be provided in pharmacy in addition to the standard contract requirements.

**PLEASE NOTE:** The Bristol, North Somerset and South Gloucestershire (BNSSG) Integrated Sexual Health Service (ISHS) has been recommissioned and the new service will start from 1st April 2025. The ISHS model aims to improve sexual and reproductive health by providing non-judgmental and confidential open access services with face-to-face, remote, and online provision available, and is made up of:

1. A digital ‘front door’- an open access clinically supported digital sexual and reproductive health prevention and treatment service (accessed via a website).
2. An open access community-based specialist sexual and reproductive health treatment service which will include sexual health clinics across BNSSG. The service will offer face to face and telephone appointments (booked via the digital ‘front door’), as well as some walk in services
3. A prevention, health promotion and community engagement service which includes outreach into the most vulnerable or high need communities across BNSSG.

These will collectively be referred to as the ISHS throughout this specification. Further information about the new ISHS will be communicated to practices once details of the name of the service, website details and clinic locations are available to share.  The new service will be provided by a partnership of providers.

# Population needs

## Introduction

Community pharmacies are required to provide opportunistic sexual health advice and signposting as part of their essential services. This includes supporting Public Health campaigns, signposting service users to other contraception and sexual health services and support for self-care. The purpose of this service specification is to build on this essential service provision. For example, evidence from the [2022 Bristol, North Somerset and South Gloucestershire Sexual Health Needs Assessment](https://services.bristol.gov.uk/files/documents/7147-bnssg-sexual-health-needs-assessment-2022/file) shows that in Bristol the majority of emergency hormonal contraception is provided by pharmacists, who offer a vital community-based service for young people.

This service specification sets out the requirements for the provision of:

* Emergency Hormonal Contraception (EHC) and referral to the ISHS for an emergency copper intrauterine device (Cu-IUD) for young women aged 24 and under.
* Offering a self-sampling chlamydia and gonorrhoea test kit to young women aged 16 to 24 (previously chlamydia screening programme kits).

References to women throughout this document includes cisgender women, transgender men, non-binary and gender-diverse people (assigned female at birth) who have not had hysterectomy or bilateral oophorectomy

**National and local context**

The provision of sexual health services contributes to the following key local and national health priorities:

* Reducing the number of under 18 conceptions.
* Reducing the number of unplanned pregnancies.

Reducing the prevalence of sexually transmitted infections (STI) and improving sexual and reproductive health outcomes.

**Aims and service description**

**2.1 Aims**

The overall aims of this service are to:

* To increase the availability and accessibility of EHC and the emergency copper intrauterine device (Cu-IUD) for young women aged 24 and under.
* Increase access to asymptomatic screening of chlamydia and gonorrhoea in women aged under 25.
* To increase access to condoms, and knowledge of the important role that condoms play in reducing the risk of STI transmission and preventing pregnancy.
* Improving knowledge and understanding of the risks associated with unprotected sex through the provision of information, advice and guidance.
* Increasing the uptake of sexual health screening through awareness raising and referral / signposting to STI testing and treatment services.

**2.2 Service description summary**

The pharmacies offering this service will provide the following services to young people aged 24 and under:

* Give advice on contraception, sexual health and sexually transmitted infections.
* Provide free emergency hormonal contraception (EHC) via patient group direction (PGD)
* Offer referral tothe ISHS for an emergency copper intrauterine device (Cu-IUD).
* Offer a chlamydia and gonorrhoea self-sampling test kit (aged 16 to 24 only) and a free condom supply pack to individuals requesting emergency contraception, regardless of whether or not a supply of EHC is made.
* Provide the service in compliance with all safeguarding protocols (see section 2.4 and 3.1).

**2.3 Full service description / pathway**

### 2.3.1 Information provision

* Provide routine advice and support to service users which promotes positive sexual health and wellbeing, including:
  + Prevention of sexually transmitted infections (STIs)
  + Advice on the use of condoms
  + Emergency contraception
  + The full range of contraceptive methods including long-acting reversible contraceptive (LARC).
* Inform women being seen for EHC that routine contraception is available via a number of routes including some pharmacies, GPs and the ISHS.
* Advise women that as well as access through GPs, they can self-refer into the ISHS for routine LARC fitting (including a Cu-IUD) via the ISHS website, if this is their preference.
* Signpost to other sexual health services or support for young people as appropriate, especially for those excluded from the PGD (see section 2.4 and 2.8 for further information about safeguarding and signposting to other services).
* Pharmacists should emphasise that sexual health is everyone’s responsibility, not just that of women.

***2.3.2 Emergency Hormonal Contraception (EHC) consultations***

* Supply free emergency hormonal contraception to women aged 24 and under, regardless of local authority of residence, in line with local PGDs and [FSRH guidance](https://www.fsrh.org/Common/Uploaded%20files/documents/fsrh-guideline-emergency-contraception03dec2020-amendedjuly2023-11jul.pdf) (refer to decision making algorithms within guidance).
* Inform all individuals that insertion of a copper intrauterine device (Cu-IUD) within five days of UPSI or within five days from earliest estimated ovulation is the most effective method of emergency contraception. If a Cu-IUD is appropriate and acceptable, supply oral EHC and urgently refer to the ISHS via PharmOutcomes.
* Women aged 24 and under attending an EHC consultation should also be offered:
  + A pack of free condoms.
  + A chlamydia/gonorrhoea self-sampling test kit - aged 16 to 24 only
* Women can either be offered test kits provided to the pharmacy by the ISHS or encouraged to order their own test kit from the ISHS website once available.
* See section 2.3.5 for how to order test kits and condoms. Individuals aged 13 to 24 should also be advised that they can also access free condoms from the ISHS website once available.
* Record all transactions on PharmOutcomes as part of the EHC consultation record.
* Follow safeguarding procedures detailed in section 2.4.

***2.3.3* Chlamydia and gonorrhoea self-sampling test kit distribution**

* A chlamydia/gonorrhoea test kit provided by the ISHS should be offered to women aged 16 to 24 accessing the pharmacy for EHC. Those under 16 should be directed to ISHS clinics or their GP for testing.
* Women should be informed that the test kit can detect both chlamydia and gonorrhoea, is easy to do themselves, is confidential and that they do not need to be examined.

### 2.3.4 Service user pathway for activating the self-sampling test kit and getting results

* **Women aged 16 to 24 inclusive**:
  + Each test kit will include a QR code and clear instructions for service users on how to activate/register online. Service users will provide basic demographic and contact details. For those without a smartphone, a URL will be provided for access via a computer.
  + Once the test kit is activated, service users will manage their test results either online or via text message (a smart phone is not required to receive results via SMS). Partner notification will also be managed digitally (see section 2.5)
  + Pharmacists should assist individuals that are digitally excluded or require assistance by activating the test kit on their behalf. Service users must provide a phone number for communicating results.
* **Women aged 13 to 15 inclusive**:
  + Direct to ISHS clinics for STI testing (details to be provided). A digital pathway is under development. Further guidance will follow once available.

### 2.3.5 Ordering chlamydia and gonorrhoea self-sampling test kits and condoms

* Chlamydia/gonorrhoea test kits can be ordered from the ISHS via email: orders@sh24.org.uk
* Condoms (to be given during EHC consultation) can be ordered from the ISHS via email: orders@sh24.org.uk.

**2.4 Safeguarding protocols**

* Ensure service users aged 15 and under are assessed as Fraser competent against the [Fraser Guidelines](https://learning.nspcc.org.uk/child-protection-system/gillick-competence-fraser-guidelines), details of which are listed in the PharmOutcomes consultation template for this service. A service user deemed not to be competent should be referred to an appropriate ISHS clinic (details to follow) or GP practice.
* Ensure that service users under the age of 18 are assessed for the potential risk of abuse or child sexual exploitation using the [Bichard Checklist](https://bristolsafeguarding.org/media/1183/fraserbichard.pdf), details of which are listed in the PharmOutcomes consultation template for this service.
* Ensure that, regardless of service user age, any safeguarding concerns identified are recorded and discussed with the appropriate Safeguarding Lead, and that all actions taken are in line with the service’s internal safeguarding policies.
* Any request for provision involving service users aged 12 and under must be immediately reported to the [Bristol Safeguarding Team](https://www.bristol.gov.uk/residents/social-care-and-health/children-and-families/concerns-about-a-child/first-response-for-professionals-working-with-children/make-a-referral-to-first-response). Pharmacists are still permitted to supply emergency contraception to service users aged 12 and under, provided all mandatory safeguarding procedures are followed.
* Service users aged 12 and under requiring STI testing should be referred to the ISHS (details to follow) or their GP.
* For professional advice about patient management please call the ISHS (details to follow).

**2.5 Positive results and partner notification**

**Service users who screen positive for chlamydia and/or gonorrhoea (using test kits from the ISHS)**, will be contacted by the ISHS to give them their results, arrange how to access free treatment, initiate partner notification and be provided with any further follow up advice.

**2.6 Population covered**

* The EHC service will cover all women aged 24 and under in Bristol and out of area.
* Chlamydia and gonorrhoea self-sampling test kits should only be given to those resident in Bristol, North Somerset and South Gloucestershire.

**2.7 Any acceptance and exclusion criteria**

### 2.7.1 Exclusions

* Young people who are assessed as unsuitable for treatment under the conditions of the BNSSG PGD.

### 2.7.2 Acceptance

* Consent must be obtained for any treatment offered.
* Pharmacists can offer this service to particularly vulnerable women aged 25 and over if necessary using their professional judgement.

**2.8 Interdependences with other services**

* The pharmacy should work with and refer to wider partners to address the needs of service users and increase the opportunity for service users to achieve optimum sexual health outcomes.
* Where a pharmacy is unable to provide EHC, a supported referral to another pharmacy or GP where appropriate must be made so the young person is seen that day.
* EHC will also be available via the ISHS to women aged 24 and under that live in BNSSG either through a referral to clinic made by the pharmacy or by the service user ordering it online to be posted home or the prescription sent electronically to their local pharmacy for collection.
* For women over 25, advise that EHC is available for free from their GP or from the [Bristol Urgent Treatment Centre](https://sirona-cic.org.uk/nhsservices/services/bristol-urgent-treatment-centre/).
* For PrEP, individuals should be signposted to the ISHS website once available.

**2.9 Any activity planning assumptions**

The pharmacy will offer the service throughout their contracted core hours and, where possible, throughout their supplementary hours. When this is not available the pharmacy is required to signpost to an alternative pharmacy that provides this service.

For continuity of service, long term locums working in these pharmacies are expected to comply with all aspects of the service.

**Applicable service standards and clinical governance requirements**

**3.1 Clinical Effectiveness & Research-Applicable national & local standards e.g. NICE**

Pharmacies signed up to this service are expected to operate in line with most recent guidance and established clinical practice. Whilst this document includes guidance current at the time of publication, pharmacies must ensure that services reflect updates in guidance, best practice and recommendations as and when they are produced:

* The service will be provided in compliance with all safeguarding protocols, including: [Fraser Guidelines](https://learning.nspcc.org.uk/child-protection-system/gillick-competence-fraser-guidelines), [BNSSG safeguarding information](https://bnssg.icb.nhs.uk/health-and-care/health-advice-and-support/safeguarding-information/), [Bichard checklist](https://bristolsafeguarding.org/media/1183/fraserbichard.pdf) and the [You’re Welcome, Young People Friendly (YPF) standards](https://www.gov.uk/government/publications/establishing-youth-friendly-health-and-care-services).
* [FSRH guidance](https://www.fsrh.org/Common/Uploaded%20files/documents/fsrh-guideline-emergency-contraception03dec2020-amendedjuly2023-11jul.pdf) on Emergency Contraception.
* The BNSSG Local Patient Group Directives (PGDs) will be available on the Community Pharmacy Avon and Wiltshire website (previously known as Community Pharmacy Avon). The new website link will be communicated once available.
* [The NHS (Pharmaceutical and Local Pharmaceutical Services) Regulations 2020](https://www.england.nhs.uk/wp-content/uploads/2020/12/B0274-guidance-on-the-nhs-charges-pharmaceutical-and-local-pharmaceutical-services-regulations-2020.pdf)
* National Institute for Health and Care Excellent (NICE) guidance: [Contraceptive services for under 25s](https://www.nice.org.uk/guidance/ph51/chapter/Recommendations) (PH51) and [Sexually transmitted infections](https://www.nice.org.uk/guidance/ng221): (NICE NG221)
* BASHH summary guidance on [testing for Sexually Transmitted Infections 2023](https://www.bashh.org/_userfiles/pages/files/resources/bashh_summary_guidance_on_stis_testing_2023.pdf#:~:text=All%20people%20attending%20sexual%20health%20services%20in%20line,if%20not%20known%20to%20be%20immune%20or%20vaccinated%29).
* National Chlamydia Screening Programme overview  
  [NCSP: programme overview - GOV.UK](https://www.gov.uk/government/publications/ncsp-programme-overview/ncsp-programme-overview)

**3.2 Pharmacy requirements**

* Pharmacies should have an appropriate consultation room that meets [NHS Regulations 2020](https://www.england.nhs.uk/wp-content/uploads/2020/12/B0274-guidance-on-the-nhs-charges-pharmaceutical-and-local-pharmaceutical-services-regulations-2020.pdf).
* Pharmacies delivering the services must ensure robust clinical governance arrangements are in place and demonstrate commitment to patient safety, quality improvement and clinical efficiency.
* Pharmacies delivering the service must ensure that all pharmacists and staff involved in the provision of the service are aware of and operate within appropriate pharmacy Standard Operating Procedures (SOPs) which must be in place.
* Pharmacists should read, understand and sign the latest local sexual health PGDs. The signed PGDs should be retained and made available for reference in each pharmacy.

**3.3 Pharmacy training requirements**

* Pharmacists participating in this service specification must enrol on the EHC service via PharmOutcomes and complete the Declaration of Competence criteria listed within 90 days. Relevant evidence must be provided using the system on PharmOutcomes.
* If the Declaration of Competence is not completed within 90 days, the pharmacist will be unable to provide the service and the pharmacy will not be paid for it, until such a time as these outstanding requirements are met.
* Pharmacists should review the self-declaration form at least every 3 years or, earlier if the Pharmacists feels his/her competence levels need refreshing due to undertaking too few consultations.
* 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](https://www.cppe.ac.uk/programmes/l/sexual-e-01/)
  + [CPPE: Dealing with difficult discussions - 6hrs](https://www.cppe.ac.uk/programmes/l/diffdisc-e-01)
* The pharmacy contractor has a duty to ensure that all pharmacists and staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service, including confidential, sensitive patient centred communication skills.
* Pharmacists staff will be invited to attend a series of ISHS led short webinars that will outline the new process for distributing the chlamydia/gonorrhoea self-sampling test kits.

**3.4 Wider reading / training**

* [Fast-Track Cities Bristol](https://fasttrackcitiesbristol.org/tackling-stigma/) is dedicated to tackling stigma and reshaping the public perception of HIV. A key focus is promoting the message that when HIV is virally suppressed there is no onward risk of transmission.
* Stigma and health inequalities remain significant barriers to accessing HIV testing,  prevention, and care, which are critical to supporting Bristol’s ambition of achieving zero new HIV infections by 2030. To support this ambition, we recommend staff undertake HIV awareness training, such as the following free module:
  + [Tackling HIV Stigma and Discrimination - elearning for healthcare](https://www.e-lfh.org.uk/programmes/hiv-stigma-in-healthcare/)

**3.5 Audit**

* The pharmacy will enter all monitoring information onto PharmOutcomes, and this will be used to audit the service.
* The pharmacy should review its standard operating procedures and the referral pathways for the service on an annual basis.
* The pharmacy co-operates with any locally agreed Bristol City Council led assessment of service user experience. This includes being willing to participate in periodic ‘mystery shopping’ exercises to monitor quality.

**3.6 Risk management**

* The provider will report adverse incidents relating to public health services in line with both the incident reporting outlined in the clinical governance appendix, and the [BNSSG Integrated Care Board](https://nhs-icb.bisongrid.dev/for-clinicians/) reporting requirements.
* For professional advice about patient management please call the ISHS (details to follow).

**Reporting and finance**

**4.1 Reporting**

A record of activity should be maintained and held by the service provider. The provider will need to submit activity data on PharmOutcomes regarding EHC consultations and associated transactions (e.g. whether a free pack of condoms and a chlamydia/gonorrhoea test kit were offered).

**4.2 Payments**

EHC service activity uploaded onto PharmOutcomes will be monitored by the Public Health team and pharmacies will be paid monthly for EHC activity.

Activity data regarding chlamydia and gonorrhoea self-sampling test kits will be received by the Public Health team directly from the laboratory. Pharmacies will be paid annually for this activity. The council pays for chlamydia/gonorrhoea test kits for women aged 16 to 24 (unless acceptance criteria met in section 2.7.2) under the following conditions:

* The test kit used was a chlamydia/gonorrhoea test kit provided by the ISHS AND
* The test kit was received at the laboratory for processing.

**4.3 Tariff**

Payment for the services are as follows:

|  |  |
| --- | --- |
| Each chlamydia and gonorrhoea self-sampling test kit (provided by the ISHS) received for processing for women in BNSSG aged 16 to 24. | £3.00 |
| Per Emergency Hormonal Contraception (EHC) consultation for provision of levonorgestrel and ulipristal acetate for women aged 24 and under plus condom pack (whether suitable for treatment under PGD or not, provided paperwork and signposting completed) | £15.00 |
| Per supply of levonorgestrel 1.5mg tablets | Tablets reimbursed at drug tariff cost |
| Per supply of ulipristal acetate 30mg Tablets | Tablets reimbursed at drug tariff cost |

**PART 2 - Supervised Consumption Service**

**1. Background**

The service will require the pharmacist to supervise the consumption of prescribed medicines at the point of dispensing in the pharmacy, ensuring that the prescribed dose has been administered to the patient. 

Pharmacies will offer a user-friendly, non-judgmental, client-centred and confidential service available for the full opening hours of the pharmacy in the interests of client choice.

The pharmacy will provide general support and advice to the patient, liaising with the GP or Primary care Liaison Worker as appropriate, and including referral to primary care or specialist centres where appropriate. 

Medicines normally prescribed in the treatment of dependency include methadone, subutex and buprenorphine (sub-lingual), and other approved medicines used for the management of opiate dependency.

**2. Service Aims**

1. To ensure compliance with the agreed treatment plan by:

* dispensing in specified instalments (doses may be dispensed for the patient to take away to cover days when the pharmacy is closed)
* ensuring each supervised dose is correctly consumed by the   
  patient for whom it was intended.

1. To reduce the risk to local communities of:

* over usage or under usage of medicines;
* diversion of prescribed medicines onto the illicit drugs market;
* accidental exposure to the supervised medicines.

1. To provide service users with regular contact with health care professionals and to help them access further advice or assistance.  The service user will be referred to specialist treatment centres or other health and social care professionals where appropriate.  The Primary Care Liaison Worker can provide support with this.
2. To comply with future Public Health Bristol initiatives to improve services to clients (e.g. information campaigns etc.).

**3. Service Outline**

1. The part of the pharmacy used for provision of the service provides a sufficient level of privacy and safety and meets other locally agreed criteria.
2. The pharmacist or suitably qualified technician will present the medicine to the service user in a suitable receptacle and will provide the service user with water to facilitate administration and/or reduce the risk of doses being held in the mouth.
3. The contractor has a duty to ensure that pharmacists and staff involved in the provision of the service have relevant knowledge of the operation of the service.
4. The contractor has a duty to ensure that pharmacists and staff involved in the provision of the service are aware of and operate within local protocols.
5. The pharmacy should maintain appropriate records to ensure effective on-going service delivery, audit and the claiming of payment.  This will be done via the PharmOutcomes web-based system.
6. Pharmacists will share relevant information with other health care professionals and agencies where appropriate, in line with locally determined confidentiality arrangements.
7. The pharmacy will ensure that, in the event of an unexpected closure, alternative arrangements are made so that patients can continue to receive their supervised dose of methadone.  In the event of an unplanned closure, the pharmacy will notify NHS England by emailing the information to [england.pharmacysouthwest@nhs.net](mailto:england.pharmacysouthwest@nhs.net) within 2 hours of the closure to inform them of the alternative arrangements made.  Please use the form from the website [https://www.england.nhs.uk/south/info-professional/pharm-info/sw-pharm/](https://urldefense.proofpoint.com/v2/url?u=https-3A__www.england.nhs.uk_south_info-2Dprofessional_pharm-2Dinfo_sw-2Dpharm_&d=DwMFAg&c=1vnCWTgU_iH2bgveKnHUZ8hJXVq2EkkiN8FwZDwwznM&r=XrSZI-tIAcWtNTu_QWOW7RF00SV3SggU7lW80-1ol3M&m=SM6Qh0jsn_zP10ZM9Z-ZBHf70hKJObZGgLXHLRNEl6U&s=IB466ZhX8PUzs_X5cuEK1iHZGmMe9sgNBAGF_f5r7oM&e=) (under ‘unplanned closures’).
8. Public Health Bristol should arrange at least one meeting per year to promote service development and update the knowledge of staff involved in the service.
9. Public Health Bristol will provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance.
10. Public Health Bristol will make health promotion material relevant to the   
    service users available to pharmacies as appropriate.
11. The pharmacy has appropriate Public Health Bristol provided health promotion material available for the service user group and promotes its uptake.
12. The pharmacy reviews its standard operating procedures and the referral pathways for the service as needed.
13. The pharmacy can demonstrate that pharmacists and staff involved in the provision of the service are aware of the protocols pertinent to this service.
14. The pharmacy participates in any Public Health Bristol organised audit of   
    service provision as required.
15. The pharmacy will participate in any locally agreed assessment of service user experience.

**4. Risk Management and Untoward Events**

The provider will use the Bristol City Council Public Health incident reporting framework to report any clinical or non-clinical risks associated with the provision of this service in a timely fashion.  The attached incident reporting form (Annex 1) should be used for feedback on any incidents / issues arising.

**5. Training and Accreditation**

Opiate treatment: supporting pharmacists for improved patient care open learning.

Locally organised Best Practice meetings - pharmacists will be encouraged to attend multi-disciplinary meetings.

RCGP Certificate in the treatment of substance misuse (Part 1).

**6. Monitoring and Evaluation**

Pharmacies will be expected to record all activity on the web based PharmOutcome system to ensure continued funding.

**7. Fees Payable**

7.1 Each pharmacy contracted to provide this service will receive:

* £2.50 per supervision for patients where the pharmacist has also undertaken and reported to the GP specified [[1]](#footnote-2)physical health checks once per quarter.
* £2.00 per supervision for patients where physical healthchecks have not been undertaken and reported to the GP.

7.2 To qualify for payment the provider must adhere to the supervised consumption service specification, together with one FP10MDA (blue) prescription form per patient which must be dispensed in full by the pharmacist in each given month.

7.3 The payment per patient will be paid monthly in arrears following completion of the Supervised Consumption monitoring form on PharmOutcomes.

**Procedure Chart at Pharmacy**

**Patient arrives at pharmacy**

**Problem with script**

**Pharmacy unable to issue Opioid Substitution medication, surgery closed**

**Pharmacist rings Out of Hours Service**

**Pharmacist completes pro-forma and notifies Out of Hours Service**

**(with evidence)**

**Pharmacy receives new script**

**Pharmacy issues opioid substitution**

**Pharmacy completes Incident Report**

**Pharmacy sends completed report to patient’s GP and ICB**

**Procedure Chart at Out of Hours Service**

**Out of Hours Service receives telephone call from pharmacy**

**pro forma received with detail of issue**



|  |  |
| --- | --- |
| **Evidence of existing script** | **Script missing** |
|  |  |
| **Reprint with amendments** | **Use proforma to issue**  **script for minimum period** |
|  |  |
|  |  |
| **Out of Hours ensures safe delivery**  **of script to pharmacy within 2 hours** | |
|  | |
| **Advise patient’s GP within 2 working days** | |

**Request for replacement script (opioid substitution programme)**

Name of requesting pharmacist:

Address of requesting pharmacy (stamp):

Date of request:

Time of request:

**Patient details**

Name: Date of birth:

Address:

GP and surgery address:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |
| --- | --- |
| **Nature of problem (please tick):** | |
| 1. Script needs amendment | □ |
| 2. Script mislaid | □ |
| 3. Other | □ |
|  | |
| **1.**  **Amendment needed** (please include copy of script) | |
| **2.** **Lost script**   * Details of most recent current script (copy of label) * Date last dispensed: * Medication provided: * Daily dose: * Level of supervision: * How many days required: | |
| 1. **Other** (please specify) | |

Signature of pharmacist:

Name of pharmacist:

Date:

Please inform BRISDOC Professional Line on: 0117 24 49283

**Annex 1: Incident Reporting**

**Bristol City Council Public Health**

**Serious Adverse Incident Reporting Form**

Please email this form to [ph.commissioning@bristol.gov.uk](mailto:ph.commissioning@bristol.gov.uk)

Phone: 0117 9222311

|  |  |
| --- | --- |
| Name of Organisation: | |
| Name of Person Completing Form: | |
| Phone No: | |
| Date of Report: | Theseus ID: |
| Date and time of incident: | |
| Place of Incident: | |
| Nature and Outcome of Incident: | |
| **Initial Action Taken**   Public Health informed  Does the incident require advocacy? Consider referring to the Advocacy Service at the Care Forum 0808 808 5252 | |
| What action would be taken to avoid a similar incident? (State if already implemented). | |
| Was the incident a reoccurrence?    Yes                             No | Date of previous occurrence: |

**Out of Hours**

**Provision of Opiate Substitution**

**Service to be provided**

**Objective**

To provide emergency back up for amendments or re-issuing of established prescriptions for opioid substitution treatment.

**Hours of operation**

Monday – Friday: 6.30 p.m. till 8.00 a.m.

Saturday, Sunday and Bank Holidays: 0.00 p.m. till 12.00 p.m.

**Target group**

Service is to be provided for patients who are currently being prescribed by a Bristol GP or the bristol specialist drug and alcohol service, where evidence shows that they have not missed more than 2 consecutive doses.

**Referral source**

Request for service can only come from a Bristol Community Pharmacist

**Protocols:**

* faxed copy of insufficient prescription to Out of Hours service as proof of existence with details of change required to replace existing script;
* in circumstance where script is lost, then pharmacist faxes details of on-going prescription using official pro-forma script to cover the minimum period required;
* Out of Hours provider to advise patient’s GP of script issued within two working days;
* pharmacist to advise patient’s GP /CCG of incident using standard incident reporting template;
* replacement scripts can only be provided:

a) where script exists but requires amendment;   
b) where evidence of the most recent dispensing is available;   
NB – this service is intended for compliant patients, and should not be used where it appears there have been more than 48 hours of discontinuous treatment.

* Out of Hours service to ensure safe delivery to the pharmacy within 2 hours.

**Annex B: Safeguarding policies (including Child Sexual Exploitation)**

The Service Provider’s Safeguarding policies and procedures will meet the Quality requirements agreed for the NHS Standard Contract for providers in the Bristol, North Somerset and South Gloucestershire area of the Safeguarding Vulnerable Groups Act 2006.

* 1. The provider shall:
     1. ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
     2. monitor the level and validity of the checks under this clause 1.2 for each member of staff;
     3. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.

* 1. The provider has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

* 1. The provider shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations have been met.
  2. The provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users OR children OR vulnerable adults.
  3. The provider shall ensure that the welfare and rights of children and young people who access the service, either as a dependent or in their own right, remains paramount that all children and young people are effectively safeguarded with due consideration but not exclusively to the: Children’s Act 1989 2014, Human Rights Act 1998,United Nations Convention on the Rights of the Child (UNCRC), Homelessness Act 2002, Care Act 2014.
  4. The provider shall Ensure all staff and volunteers conform to Bristol City Council’s Safeguarding Policy and Procedures. These can be found at:

<https://bristolsafeguarding.org/>

* 1. The provider shall ensure that all staff have passed and hold a valid Disclosure and Barring Service (DBS) certificate.
  2. The provider will have a designated Safeguarding lead with expertise of both child and adult Safeguarding.
  3. The provider shall comply with any future amendments/ additions to such legislation

**Annex C: Clinical Governance**

A requirement of the public health service contract is that any adverse incidents relating to the public health services should be reported to Bristol City Council Public Health commissioner and the ICB to enable us to take any appropriate action.  Actions which might be taken as a result of any report may be to:

* provide additional training,
* change protocols in the light of identified issues
* share learning from incidents to improve patient care

If there were repeated incidents which were avoidable, we may have to consider the future commissioning arrangements for the service with a provider.

Bristol City Council recognises that some of our commissioned providers are also funded through contracts with NHSE, ICB or other LA’s. Where patient safety or clinical quality issues are identified we will consider sharing information with other commissioners. We will advise if clinical safety information is to be shared.

**Links for reporting and Guidance**

ICB - [Datix Concerns Reporting (Remedy BNSSG ICB)](https://remedy.bnssg.icb.nhs.uk/bnssg-icb/datix-concerns-reporting/)

Bristol Public Health [ph.commissioning@bristol.gov.uk](mailto:ph.commissioning@bristol.gov.uk)

**NHS framework for patient safety and learning from events**

The patient safety incident response framework  [NHS England » Patient Safety Incident Response Framework](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.england.nhs.uk%2Fpatient-safety%2Fpatient-safety-insight%2Fincident-response-framework%2F&data=05%7C02%7C%7C86fdb2c20f434701d97308dd5a7aaa14%7C6378a7a50f214482aee0897eb7de331f%7C0%7C0%7C638766205061172101%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=RCVD%2BIqkX2IE7BgWc17R%2FzFV7SqqRHHe%2B23Q%2Bh8r%2FjI%3D&reserved=0)

And learn from patient safety events

[NHS England » Learn from patient safety events (LFPSE) service](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.england.nhs.uk%2Fpatient-safety%2Fpatient-safety-insight%2Flearning-from-patient-safety-events%2Flearn-from-patient-safety-events-service%2F&data=05%7C02%7C%7C86fdb2c20f434701d97308dd5a7aaa14%7C6378a7a50f214482aee0897eb7de331f%7C0%7C0%7C638766205061195086%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=No7oe0MDaXtvAwXOMAyoYKVU%2FKjcQ2yHtKUnNT2GlJY%3D&reserved=0)

For any further queries on incident reporting in relation to public health services, please feel free to contact the Bristol Public Health Commissioning Team on [ph.commissioning@bristol.gov.uk](mailto:ph.commissioning@bristol.gov.uk)

**Bristol City Council Public Health**

**Serious Adverse Incident Reporting Form**

Please email this form to [ph.commissioning@bristol.gov.uk](mailto:ph.commissioning@bristol.gov.uk)

|  |  |
| --- | --- |
| Name of Organisation: | |
| Name of Person Completing Form: | |
| Phone No: | |
| Date of Report: | |
| Date and time of incident: | |
| Place of Incident: | |
| Nature and Outcome of Incident: | |
| **Initial Action Taken** | |
| What action would be taken to avoid a similar incident? (State if already implemented). | |
| Was the incident a reoccurrence?    Yes                             No | Date of previous occurrence: |

**Annex D: Data Protection**

**DPA 2018**: means the Data Protection Act 2018.

**Data Controller, Data Subject, Data Processor, Personal Data**: shall have the same meaning as set out in the Data Protection Legislation.

**Data Protection Legislation**: means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy.

**GDPR**: means the General Data Protection Regulation (Regulation (EU) 2016/679).

**Law**: means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply

**LED**: means the Law Enforcement Directive (Directive (EU) 2016/680)

1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation.

1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, they are both Controllers (where Data Controller has the meaning as defined in the Data Protection Legislation). The Parties have agreed that the Provider will process the data in accordance with the table below. The term “processing” and any associated terms are to be read in accordance with  Article 4 of the UK GDPR

1.3 The parties acknowledge that the Council does not handle any personal data under this agreement and is a Controller solely on the basis that the Specification contains requirements which mean that the Provider must collect personal data.

1.4 Without prejudice to the generality of sub-clause 1.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement also comply with the obligations set out in Article 24 of the GDPR and section 56 of the DPA 2018.

1.5 The Provider undertakes to indemnify the Council and hold it harmless from any cost, charge, damages, expense or loss which it causes the Council as a result of its breach of this Annex D.

1.6 Indemnification hereunder is contingent upon:

(a) the party to be indemnified (the indemnified party) promptly notifying the other party (the indemnifying party) of a claim,

(b) the indemnifying party having sole control of the defence and settlement of any such claim, and

(c) the indemnified party providing reasonable co-operation and assistance to the indemnifying party in defence of such claim.

1.7 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

1. For agreement: BP, Pulse, Weight/Height, BMI, SPO2, Sexual Health Screening, Wound Checks, Contraception Advice [↑](#footnote-ref-2)