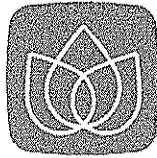


DATED • 2008



National Cancer Screening Service

**CONTRACT FOR THE PROVISION OF SMEAR TAKING SERVICES
AS PART OF THE NATIONAL CERVICAL SCREENING PROGRAMME**

BETWEEN

NATIONAL CANCER SCREENING SERVICE BOARD

SIGNATURE:	<hr/> <hr/>
AUTHORISED SIGNATORY FOR AND ON BEHALF OF NCSSE (PRINT NAME)	<hr/> <hr/>

AND

**THE MEDICAL PRACTITIONER
IN A PRIMARY CARE SETTING NAMED BELOW**

SIGNATURE:	<hr/> <hr/>
PRINT NAME	<hr/> <hr/>
PRACTICE ADDRESS	<hr/> <hr/> <hr/> <hr/>
TELEPHONE NUMBER EMAIL ADDRESS	<hr/> <hr/> <hr/> <hr/>
IMC No ¹ .	<hr/> <hr/>

¹ Irish Medical Council Number

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THIS CONTRACT is made the

day of

2008

BETWEEN

- (1) **THE NATIONAL CANCER SCREENING SERVICE BOARD** established pursuant to Statutory Instrument Number 632 of 2006 and the registered office of which is at Kings Inn House, 200 Parnell St., Dublin 1, Ireland (the “**Board**”); and
- (2) **THE MEDICAL PRACTITIONER IN A PRIMARY CARE SETTING WHOSE DETAILS ARE SET OUT ON THE COVER OF THIS CONTRACT** (the “**Principal Medical Practitioner**”).

BACKGROUND

- (A) Pursuant to Statutory Instrument Number 632 of 2006, the Board is responsible for the planning, administration and management of the National Cervical Screening Programme and for making the arrangements for the primary treatment of cervical cancer in Ireland.
- (B) The Board wishes to engage medical practitioners to carry out cervical smear tests in the primary care setting on Eligible Clients and to submit those tests for screening to a laboratory (or laboratories) designated by the Board.
- (C) The Principal Medical Practitioner has represented to the Board that he/she (and any person such as locum doctors, nurses and assistants acting under his or her supervision and control in carrying out tests pursuant to this Contract) is fully registered with an appropriate professional body, has the Requisite Insurances in place and is competent to supply the Smear Services.
- (D) In reliance upon these representations and the Principal Medical Practitioner’s skill, knowledge and expertise in the practice of general medicine, the Board wishes to engage the Principal Medical Practitioner in accordance with the terms and subject to the conditions set out below and the Principal Medical Practitioner accepts this engagement.

IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 In this Contract (including the recitals above) the following words and phrases shall have the following meanings unless the context requires otherwise:

“**Cytology Referral Form**” means a form (in a format prescribed by the Board) to be completed in respect of (and signed by) an Eligible Client in order to participate in the Programme;

“**Designated Laboratory**” means such laboratory or laboratories as may be designated by the Board from time to time to collect Smear Samples taken pursuant to this Contract;

“**Eligible Client**” means any woman, resident in Ireland, aged between 25 and 60 (inclusive) who consents to take part in the Programme by signing a Cytology Referral Form and who attends with the Principal Medical Practitioner (or a Qualified Person) either at the Board’s invitation or at such permitted intervals as may advised by the Board to the Principal Medical Practitioner in accordance with Programme policy;

“**Fee**” means the fee set out in clause 7;

“**Good Medical Practice**” means the exercise of that degree of skill, diligence, prudence and foresight which would ordinarily be expected from a skilled and experienced medical practitioner engaged in providing services similar to the Smear Services;

“Ireland” does not include Northern Ireland;

“Parties” means the Board and the Principal Medical Practitioner and **‘Party’** shall be construed accordingly;

“Procedures and Protocols” means the smear taking procedures and protocols set out in the Appendix to this Contract (as may be amended from time to time by the Board);

“Programme” means the ‘National Cervical Screening Programme’, a public health based cervical screening programme which is administered by the Board;

“Qualified Person” means a person listed as such on a Smear Taker Registration Form by the Principal Medical Practitioner and who is suitable, competent and qualified to carry out Smear Tests under the Programme;

“Requisite Insurances” means those insurances referred to in Clause 10;

“Smear Service” means a cervical smear taking service to be provided by the Principal Medical Practitioner (and/or Qualified Persons) in accordance with the terms of this Contract (including the Procedures and Protocols) comprising essentially of the following elements:

- the conduct of a Smear Test and the taking of a Smear Sample from an Eligible Client; and
- the provision of the Smear Sample to a Designated Laboratory’s collection point in Ireland, and
- providing the Smear Test results to Eligible Clients and (where necessary) providing follow up and counselling services to Eligible Clients; and
- (where necessary) the referral of Eligible Clients to other medical practitioners; and

and any other services agreed by the Parties from time to time;

“Smear Sample” a liquid based cytology (Thin Prep) sample taken by a Principal Medical Practitioner or a Qualified Person in the course of a Smear Test;

“Smear Taker Registration Form” means the registration form completed by the Principal Medical Practitioner in order to enter this Contract and participate in the Programme;

“Smear Test” means a cervical smear test carried out by a Principal Medical Practitioner or a Qualified Person pursuant to this Contract and in accordance with the Procedures and Protocols;

“Working Days” means any day other than a Saturday or Sunday or bank or public holiday in Ireland; and

“Year” means a period of twelve calendar months.

1.2 In this Contract:

- (a) unless the context otherwise requires all references to a particular Clause, paragraph or Appendix shall be a reference to that Clause, paragraph or Appendix, in or to this Contract as the same may be amended from time to time pursuant to this Contract;

- (b) a table of contents and headings are inserted for convenience only and shall be ignored in construing this Contract;
- (c) unless the contrary intention appears words importing the masculine gender shall include the feminine and vice versa and words in the singular include the plural and vice versa;
- (d) unless the contrary intention appears words denoting persons shall include any individual, partnership, company, corporation, joint venture, trust, association, organisation or other entity, in each case whether or not having separate legal personality;
- (e) reference to the words "include" or "including" are to be construed without limitation to the generality of the preceding words; and
- (f) reference to any statute or regulation includes any modification or re-enactment of that statute or regulation.

2. Scope and Term

- 2.1 The Board hereby appoints the Principal Medical Practitioner to provide Smear Services for the term of this Contract. The Principal Medical Practitioner hereby agrees to provide the Smear Services in consideration for payment of the Fees and subject to the terms and conditions set out in this Contract. This appointment is on a non-exclusive basis.
- 2.2 The Smear Services may be provided by the Principal Medical Practitioner or, on the Principal Medical Practitioner's behalf, by other Qualified Persons. Where Qualified Persons perform the Smear Services, they shall do so at all times under the supervision and control of the Principal Medical Practitioner. It is the responsibility of the Principal Medical Practitioner to ensure that all Qualified Persons are registered with a relevant professional body (which in the case of doctors, shall be the Irish Medical Council and in the case of nurses, shall be An Bord Altranais) and either (a) are covered by the Requisite Insurances of the Principal Medical Practitioner or (b) have their own Requisite Insurances. The Smear Services may not be performed by persons other than the Principal Medical Practitioner and/or Qualified Persons.
- 2.3 This Contract shall come into force on [●] and shall, unless terminated earlier, continue in force until [●]². At the end of this period, the Board may, at its sole discretion, and subject to the satisfactory performance by the Principal Medical Practitioner (and Qualified Persons) of the Smear Services during the period, extend the Contract on a rolling basis for a further Year or Years, subject always to the provisions of this Contract.

3. Principal Obligations of the Board

The Board shall use its reasonable endeavours to:

- 3.1 provide to or procure the provision to the Principal Medical Practitioner of Smear Test kits, each comprising of a vial, brush and packaging;
- 3.2 provide the Principal Medical Practitioner with relevant literature (including Cytology Referral Forms) in relation to the Programme, for distribution to Eligible Clients and potential Eligible Clients;
- 3.3 facilitate (at the Principal Medical Practitioner's expense) cervical smear test training to Principal Medical Practitioners and Qualified Persons who request same;

² Initial term is for 1 year.

- 3.4 list the Principal Medical Practitioner (and Qualified Persons) and relevant contact details (as provided on the Smear Taker Registration Form or as otherwise notified to the Board) on a website operated by the Board; and
- 3.5 invite Eligible Clients to participate in the Programme, both initially, and thereafter, at intervals recommended by the Designated Laboratory and the Board.

4. Principal Obligations of the Medical Practitioner

4.1 The Principal Medical Practitioner agrees:

- (a) to register an Eligible Client on the practice register for cervical screening when that person first presents to the Principal Medical Practitioner or a Qualified Person, and facilitate any Eligible Client who wishes to de-register from that practice;
- (b) to accommodate any Eligible Client by arranging an appointment for Smear Services with the Principal Medical Practitioner or a Qualified Person as early as possible;
- (c) to provide the Smear Services (and ensure that any Qualified Persons provides the Smear Services) in strict accordance with the terms of this Contract and in particular, but without limiting the foregoing, with the Procedures and Protocols and Good Medical Practice;
- (d) to ensure that each Eligible Client signs a Cytology Referral Form regarding their participation in the Programme and all relevant information is completed;
- (e) to provide Smear Samples only to such Designated Laboratory's or Designated Laboratories' collection point(s) in Ireland as the Board may determine from time to time and within 5 Working Days of conducting the Smear Test and to co-operate fully with any such laboratory or laboratories;
- (f) that, on receipt of results from a Designated Laboratory which recommend the referral of an Eligible Client to a colposcopy clinic, the Principal Medical Practitioner or Qualified Person shall refer that Eligible Client in a timely manner to a clinic designated by the Board;
- (g) that, in conducting the Smear Tests, he/she and all Qualified Persons shall comply with all relevant EU sterilisation standards for equipment;
- (h) to ensure that the results of Smear Tests and any management recommendations offered by a Designated Laboratory are provided to Eligible Clients and followed up by the Principal Medical Practitioner and/or a Qualified Person and Eligible Clients are given such advice and guidance as they may require;
- (i) where the Principal Medical Practitioner and/or a Qualified Person is advised by a Designated Laboratory that an Eligible Client requires further investigation, that Principal Medical Practitioner or Qualified Person must make every effort to contact that person and advise them as to the further investigation that is required as soon as possible;
- (j) to provide counselling to an Eligible Client, if required by her, following receipt of Smear Test results;
- (k) to inform the Board of those women in the target age group (25-60 years) who would meet the criteria to be excluded from the Programme (i.e. death or absence of Cervix etc), as advised by the Board from time to time;

- (l) to act (and ensure that any Qualified Person acts) in a thoroughly competent and efficient manner and in the best interests of Eligible Clients, the Board and the Programme in general and so as to give any such persons the full and complete benefit of the Principal Medical Practitioner's (or Qualified Person's) clinical experience and expertise;
- (m) to ensure that the Smear Services are provided in accordance with any safety and security requirements of the Board, as notified to the Principal Medical Practitioner from time to time;
- (n) to generally promote the Programme (and other screening programmes of the Board (e.g. Breastcheck)) within his or her primary care area;
- (o) to inform the Board promptly and in writing of any of the following:
 - (i) the retirement of the Medical Practitioner or any Qualified Person;
 - (ii) the Principal Medical Practitioner or any Qualified Person ceasing to provide Smear Services;
 - (iii) any disciplinary proceedings to which the Principal Medical Practitioner or any Qualified Person may be subject to;
 - (iv) the Principal Medical Practitioner's or any Qualified Person's failure to obtain or loss of:
 - (A) any of the Requisite Insurances; and/or
 - (B) full registration with a relevant professional body; and
 - (v) any complaints, claims, or legal correspondence which the Principal Medical Practitioner or Qualified Person receives notice of and which relate to the performance of the Smear Services;
- (p) to provide all personnel, equipment, facilities, materials, services and other resources necessary or appropriate for the safe, full and proper performance of the Smear Services;
- (q) to attend (and procure the attendance of Qualified Persons on) training programmes approved by the Board (at his/her own expense);
- (r) at the Board's request, to promptly provide the Board with evidence that the Principal Medical Practitioner and any Qualified Persons are fully registered with the relevant professional body and all Requisite Insurances are in place;
- (s) to comply with all relevant laws, regulations and codes of practice relating to the provision of the Smear Services, including without limitation all relevant health and safety and data protection legislation; and
- (t) to ensure that Qualified Persons are made aware of and comply with all relevant provisions of this Contract.

4.2 The Principal Medical Practitioner recognises the importance for the Board to be forewarned of any developments that may have an adverse impact on his/her ability to meet obligations under this Contract. The Principal Medical Practitioner shall promptly notify the Board in writing of any changes to its business or practice which the Principal Medical Practitioner reasonably believes would impact materially on the provision of the Smear Services.

4.3 The Principal Medical Practitioner shall at all times during the term of this Contract obey all reasonable requests of the Board or the Board's authorised agents relating to the Principal Medical Practitioner's performance of this Contract.

4.4 In the event that 4% of all Smear Tests carried out by the Principal Medical Practitioner or by a Qualified Person pursuant to this Contract in any twelve (12) month period are considered unsatisfactory or inadequate by a Designated Laboratory, that individual shall be required to undergo remediation and/or re-training provided by the Board (at the Principal Medical Practitioner's cost).

5. Information and Audit

5.1 The Principal Medical Practitioner shall keep adequate records, in a form acceptable to the Board, of all matters relating to the performance of the Smear Services and the Principal Medical Practitioner shall on the request of the Board supply copies of such records to the Board within seven (7) days of receipt of such a request and in a format acceptable to the Board.

5.2 The Principal Medical Practitioner shall, on seven (7) days written notice, allow any person appointed by the Board to access such records and/or the Principal Medical Practitioner's premises during normal business hours for the purpose of carrying out an audit in connection with the provision of the Smear Services. The Principal Medical Practitioner agrees that he/she shall provide, and shall ensure that Qualifying Persons and other personnel provide, all reasonable assistance to persons carrying out such audits. The Principal Medical Practitioner shall appoint a senior medical practitioner as a 'Clinical Audit Lead' to facilitate audits and visits by the Board.

6. Complaints and Investigations

Upon becoming aware of any complaints, claims or legal correspondence relating to the performance of the Smear Services, the Principal Medical Practitioner shall immediately conduct a full and comprehensive internal investigation into such complaint, claim or legal correspondence. The Board may appoint a formal investigation team to investigate any complaints, claims, legal correspondence relating to the Smear Services and the Principal Medical Practitioner shall co-operate and comply fully with any such team. The Board may suspend the provision of the Smear Services for the duration of such investigation without liability or compensation to the Principal Medical Practitioner or any Qualifying Persons.

7. Payment

7.1 The Board shall pay the Principal Medical Practitioner a single fee of fifty five euro (€55) in consideration for the Smear Service (including, where necessary, all elements of the definition thereof – i.e. testing, providing sample to Designated Laboratory, advising Eligible Client of screening results, following up and counselling Eligible Client and referring Eligible Clients to another medical practitioner) being provided to an Eligible Client by that Principal Medical Practitioner and/or any Qualified Person acting under his or her supervision and control, in accordance with this Contract.

7.2 The Principal Medical Practitioner shall not charge or impose any additional fee on the Eligible Client for the Smear Service.

7.3 The Board shall not pay any Fee where the Smear Service is provided to a woman who is not an Eligible Client (for example, where she is tested or seeks to be tested otherwise than at the invitation of the Board or at permitted intervals advised by the Board in accordance with Programme policy).

7.4 Fees shall be paid to the Principal Medical Practitioner at monthly intervals in arrears following notification to the Board by the Designated Laboratory that it has received a Smear Sample (taken by the Principal Medical Practitioner or a Qualified Person) and a Cytology Referral Form relating to an Eligible Client.

- 7.5 Payment shall be made in euro by electronic transfer to the bank account identified by the Principal Medical Practitioner on the Smear Taker Registration Form (or otherwise notified by the Principal Medical Practitioner in writing).
- 7.6 Payment by the Board shall be without prejudice to any claims or rights which the Board may have against the Principal Medical Practitioner and shall not constitute any admission by the Board as to the performance by the Principal Medical Practitioner of its obligations hereunder.
- 7.7 The Principal Medical Practitioner shall provide a tax clearance certificate (or equivalent document) annually to the Board and otherwise upon request.
- 7.8 Professional Services Withholding Tax shall be deducted at the standard rate from any payments made by the Board pursuant to this Contract.
- 7.9 In the future, should a second or further round of screening of Eligible Clients be carried out under the Programme, additional financial incentives may be established by the Board relating to the achievement of a certain range of Smear Service targets by the Principal Medical Practitioner (for example, where 80% or more of a defined population cohort on the practice register are tested or where certain other disadvantaged or hard-to-reach groups are tested). These incentives and range of targets shall be set by the Board at its sole discretion. The Board may also, at its sole discretion, establish certain financial disincentives which would apply in the event that certain specified ranges of Smear Service targets are not achieved.

8. Representations and Warranties

The Principal Medical Practitioner represents and warrants to the Board that:

- 8.1 he/she has full capacity, expertise and all necessary authorisations, licences and consents to enter into and to perform the Smear Services and other duties and obligations in accordance with this Contract;
- 8.2 he/she is (and all Qualified Persons are) experienced in providing services comparable in type, scope, complexity and purpose to the Smear Services and that he/she has exercised and will continue to exercise in the performance of the Smear Services that standard of skill, care and diligence reasonably expected of a properly qualified medical practitioner experienced in providing services comparable in type, scope, complexity and purpose to the Smear Services;
- 8.3 he/she (and all Qualified Persons) shall perform the Smear Services in accordance with: (i) the Procedures and Protocols and (ii) Good Medical Practice;
- 8.4 he/she (and each Qualified Person) is fully registered with his/her relevant professional body; and
- 8.5 he/she (and each Qualified Person) has or is covered by the Requisite Insurances.

9. Indemnity

The Principal Medical Practitioner hereby agrees to indemnify in full and hold harmless the Board against all costs, claims, actions, proceedings, demands, losses, awards, penalties, fines, liabilities and expenses of whatsoever nature incurred by the Board, its employees, servants or agents arising out of any neglect, default, error, omission or breach by the Principal Medical Practitioner (or any Qualified Person or the Principal Medical Practitioner's employees, servants or agents) of any of the provisions of this Contract or any duty, including statutory duty, and/or their negligence in performing the Smear Services or in respect of any sickness or injury to or death of any person whatsoever or in respect of any economic loss caused by or arising from the foregoing.

10. Insurance

10.1 The Principal Medical Practitioner undertakes and agrees to take out and maintain the following insurances with insurers approved by the Board during the term of this Contract and, in respect of Professional indemnity insurance, for a period of seven (7) years following the expiration or termination of this Contract for whatever reason:

- (a) Employer's liability insurance for an amount not less than €12,700,000 for each and every claim;
- (b) Public liability insurance for an amount not less than €2,600,000 for each and every claim;
- (c) Professional indemnity insurance for an amount not less than €3,500,000 for any one claim,

(collectively, the "**Requisite Insurances**").

10.2 Where Qualified Persons are not covered by the Requisite Insurances taken out by the Principal Medical Practitioner, the Principal Medical Practitioner shall ensure that such Qualified Persons take out their own equivalent Requisite Insurances during the term of this Contract and, in respect of Professional indemnity insurance, for a period of seven (7) years following the expiration or termination of this Contract for whatever reason.

10.3 The Principal Medical Practitioner agrees warrants and represents that his/her Requisite Insurance policies and any Requisite Insurance policies of Qualified Persons:

- (a) shall include an indemnity to principals clause specifically indemnifying the Board;
- (b) shall indemnify the Board against any acts, omissions, negligence or breach of any employees, servants or agents of the policy holder; and
- (c) shall not include any terms or conditions to the effect that any liability must be discharged before being able to recover from the insurers.

10.4 The Principal Medical Practitioner (or the Qualified Person (as the case may be) shall be liable to pay the full amount of any deductibles or excess amounts payable under any of the Requisite Insurance policies in the event of a claim there-under.

10.5 Neither failure to comply nor full compliance with this clause 10 shall limit or relieve the Principal Medical Practitioner of his/her liabilities, duties and obligations under this Contract.

10.6 The provisions of this Clause 10 shall survive the termination of this Contract for whatever reason.

11. Termination

11.1 Without prejudice to any other provision herein, either Party may at any time terminate this Contract:

- (a) on 30 days prior written notice; or
- (b) immediately by notice in writing, if the other Party commits a material breach of this Contract which is not capable of remedy or commits a material breach which is capable of remedy but which is not in fact remedied within 10 days of any notice requiring same.

11.2 Without prejudice to any other provision herein, the Board may terminate this Contract immediately by notice in writing to the Principal Medical Practitioner if:

- (a) the Principal Medical Practitioner retires;
- (b) the Principal Medical Practitioner ceases to be registered with or is suspended by a relevant professional body for any reason;
- (c) the Principal Medical Practitioner conducts or seeks to conduct Smear Services or permits Qualified Persons to conduct or seek to conduct Smear Services without the Requisite Insurances being in place;
- (d) the Principal Medical Practitioner does not produce a current tax clearance certificate to the Board upon request; or
- (e) the Principal Medical Practitioner is adjudged bankrupt or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the Board means that he/she may be unable to pay his/her debts.

11.3 Clauses 5, 6, 9, 10 and 11 any other clauses which expressly or impliedly survive the termination of this Contract shall remain in full force and effect following the termination of this Contract.

11.4 Termination of this Contract shall be without prejudice to any other rights or remedies a Party may be entitled to exercise in law and shall not affect any accrued rights or liabilities of either Party arising in any way out of this Contract as at the date of termination and, in particular but without limitation, the right to recover damages against the other Party.

12. **Assignment/Sub-contracting**

12.1 The Principal Medical Practitioner shall not assign, transfer, sub-contract or in any other manner make over to any third party the benefit and/or burden of this Contract without the prior written consent of the Board. For the avoidance of doubt and without prejudice to the foregoing, it is acknowledged and agreed that the Smear Services may be carried out by Qualified Persons.

12.2 The Board may assign, transfer or sub-contract the whole or part of this Contract to a third party upon notice in writing to the Principal Medical Practitioner.

13. **Dispute Resolution**

The Parties to this Contract shall seek to resolve any dispute between them arising out of or relating to this Contract, promptly, amicably and in good faith. The Board and the Principal Medical Practitioner shall meet and attempt to resolve the dispute within a period of 30 days of the dispute arising. If the dispute cannot be resolved within such period, either party may refer the dispute to a third party mediator agreed by the Parties (or in default of agreement and appointment within 15 days of the end of the 30 day period referred to above, by a third party mediator nominated by the President of the Law Society of Ireland (or his nominee). In the event that the parties are unable to resolve the dispute through mediation within 30 days of the appointment of the mediator, either party may refer the matter to arbitration for full and final settlement. In this event, the parties shall agree and appoint a suitable arbitrator within 15 days of the end of the mediation process (or in default of agreement and appointment within such period, by an arbitrator nominated by the President of the Law Society of Ireland (or his nominee). The arbitration shall be held in Dublin, Ireland and the language of the arbitration shall be English. Neither party shall be bound or limited in the arbitration to the evidence or arguments previously made in the course of mediation. The arbitrator's decision shall be final and binding upon the parties and the Arbitration Acts 1954 to 1998 shall apply.

14. **General**

- 14.1 This Contract embodies and sets forth the entire Contract and understanding of the Parties and supersedes all prior oral or written contracts understandings or arrangements relating to its subject matter. Neither of the Parties shall be entitled to rely on any understanding or arrangement which is not expressly set forth in this Contract.
- 14.2 This Contract shall not be amended, modified, varied or supplemented except in writing signed by the Parties however, the Board may, at its sole discretion, amend, update or review the Procedures and Protocols at any time and provide notice of same to the Principal Medical Practitioner.
- 14.3 No failure or delay on the part of either Party to exercise any right or remedy under this Contract shall be construed or operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy. The rights and remedies provided in this Contract are cumulative and are not exclusive of any rights or remedies provided by law.
- 14.4 Nothing in this Contract and no action taken by the Parties under this Contract shall constitute a partnership, association, joint venture or other co-operative entity between the Parties.
- 14.5 Any notice or other document to be given under this Contract shall be in writing and shall be deemed to have been duly given if left at or delivered by hand, or if sent by express courier, registered post with return receipt, facsimile transmission or electronic mail. Notices sent by express courier or registered post shall be deemed to be served upon the business day following the day of despatch. Notices sent by facsimile transmission shall be deemed to be served on the day of transmission if transmitted before 1600 hours in Ireland on a business day but otherwise on the next business day provided that confirmation is received within three business days of despatch of the facsimile. Notices sent by electronic mail shall be deemed to be served on the day of transmission if transmitted before 1600 hours in Ireland on a business day but otherwise on the next business day. In all other cases, notices and other communications will be deemed to have been served on the day they are actually received. (Unless the Board otherwise advises) notices to the Board should be sent to the Board's 'Programme Director'.
- 14.6 If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
- 14.7 This Contract shall be governed by and construed in accordance with the laws of Ireland.

APPENDIX

PROCEDURES AND PROTOCOLS

Eligibility

All care shall be taken to ensure that the person presenting to the Principal Medical Practitioner or the Qualified Person is an Eligible Client.

The Smear Test

Care must be taken to sample all of the vulnerable area and to transfer the vial to the Designated Laboratory.

A sampler is used to remove cells from the cervix and these cells must reach the Designated laboratory in a condition that allows the cells to be tested.

Liquid-based cervical cytology preparation

This is the test for smears taken in Ireland. The sampling tool is a cervix broom and the long central bristles should be inserted into the external cervical os. The transport medium is a liquid-filled vial.

Summary of what every woman should know

- The purpose of cervical screening.
- When and how the result will be made available.
- The likelihood of a normal smear result.
- The meaning of a normal smear result.
- The likelihood of an inadequate smear result.
- The meaning of being recalled following an abnormal result.
- 'Not normal' smear results need individual recommendations.
- The cervical screening programme will endeavour to follow up each result and ensure that suggested action is carried out.
- Recall will be when next smear is due as per programme recommendations.
- The importance of always reporting any abnormal bleeding or discharge.
- The limitations of the test.

Procedure Summary

1. Write the woman's identification details on the LBC vial - full name and date of birth.
2. Choose the appropriate speculum for the woman.
3. Prepare the woman.
4. Identify and visualise the cervix.
5. Take a sample with an appropriate sampler from the entire squamo-columnar junction (SCJ).
6. For Liquid Based Cytology, a broom is required. Obtain the sample. Transfer the cells immediately into the LBC vial. Cap and put into suitable transport container.
7. Record details of smear on the Cytology Referral Form and in the woman's clinical notes.
8. Transport promptly to laboratory to minimise turnaround time.
9. Ensure that all results are received and recommendations acted upon.

Environment and Equipment

Equipment	Comments
Hand washing facilities/ chemical cleaning liquid	The smear taker's hands should be washed or chemically cleaned before and after any duty that involves close contact with the woman.
Illumination	An adjustable halogen spotlight provides one of the better sources of illumination.
Examination couch	The examination couch should be placed in a position to allow easy vaginal examination with the woman in either the left lateral or dorsal position.
Gloves	Vinyl or latex disposable gloves are recommended. Be aware that some women are allergic to latex rubber.
Sheet, blanket, pillow	A disposable sheet, pillow and blanket cover should be used for patient comfort.
Cytology Referral Forms	Use the ICSP Cervical Cytology Referral Form
Ballpoint pen	Label the vial with a pen or as directed.
Speculum	At least 3 different sizes of bivalve vaginal speculum (Cusco's speculum) should be available: small, medium, and large. A very small speculum (virgin speculum) and a long-bladed narrow speculum may occasionally be needed.
Sampler – Broom and Cytobrush	The plastic broom is used in liquid based cytology. An endocervical brush should also be available.
Liquid-based cytology (LBC) vial (Thin Prep)	A vial containing transport medium for liquid-based cytology.
LBC transport boxes	Supplied by the LBC supplier
Waste disposal bags	Clinical waste needs to be disposed of with care, especially used disposable speculums and samplers.
Patient information leaflets	Available from the Programme.