**KNOWSLEY METROPOLITAN BOROUGH COUNCIL**

**AS AUTHORITY**

**AND**

**[**

**AS PROVIDER**

|  |
| --- |
| **CONTRACT FOR THE**  **PROVISION OF PUBLIC HEALTH SERVICES**  **Community Pharmacy Services** |

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1. **THE PARTICULARS**

**This Contract is made on [*insert date of the last signature to this Contract.***

**PARTIES**

Knowsley Metropolitan Borough Council of Huyton Municipal Building, Archway Road, Huyton, Merseyside L36 9YU (the ***Authority***); and

*[insert name of Provider*] of [*insert address*] (the ***Provider***).

**BACKGROUND**

(A) The Authority must exercise a number of health service functions set out in section 2B of the NHS Act 2006 and the Local Authorities (Public Health Functions and Entry to Premises by Local HealthWatch Representatives) Regulations. In order to satisfy these obligations the Authority wishes to secure the provision of the Services and the Provider wishes to provide the Services.

(B) The Parties have agreed for the Provider to provide the Services in accordance with the terms and conditions of this Contract.

**IT IS AGREED**

* 1. **CONTRACT**
     1. This Contract is comprised of:
        1. these Particulars (Section A);
        2. the General Terms and Conditions (the ‘General Conditions’) in (Section B); and
        3. the Special Terms and Conditions (the ‘Special Conditions’) in (Section C), where any such terms have been agreed,

as completed and agreed by the Parties and as varied from time to time in accordance with clause B22 (Variations) of the General Conditions.

* 1. **INTERPRETATION**
     1. This Contract shall be interpreted in accordance with Appendix O (Definitions and Interpretation), unless the context requires otherwise.
     2. If there is any conflict or inconsistency between the provisions of this Contract, such conflict or inconsistency must be resolved according to the following order of priority:
        1. Section C;
        2. Section B; and
        3. Section A.
  2. **COMMENCEMENT AND DURATION**
     1. This Contract shall take effect on the date it is executed by or on behalf of the Parties (the ‘Commencement Date’).
     2. The Provider shall, subject to having satisfied the Conditions Precedent where applicable, provide the Services from 1st October 2023 (the ‘Service Commencement Date’).
     3. This Contract shall expire automatically on 30th September 2025 (the ‘Expiry Date’), unless it is terminated earlier in accordance with the provisions of this Contract.
  3. **REPRESENTATIVES**
     1. The person set out below is authorised from the Commencement Date to act on behalf of the Authority on all matters relating to this Contract (the ‘Authority Representative’).

Name: Stephen Mann

Title: Head of Service – Whole Life Commissioning

Contact Details: <mailto:sally.wilson@knowsley.gov.uk>[stephen.mann@knowsley.gov.uk](mailto:stephen.mann@knowsley.gov.uk) 07385375371

* + 1. The person set out below is authorised from the Commencement Date to act on behalf of the Provider on all matters relating to this Contract (the ‘Provider Representative’).

Name: [insert name]

Title: [insert title]

Contact Details: [insert]

* + 1. The Provider may replace the Provider Representative and the Authority may replace the Authority Representative at any time by giving written notice to the other Party.
  1. **NOTICES**
     1. Any notices given under this Contract shall be in writing and shall be served by hand or post by sending the same to the address for the relevant Party set out in clause A5.3.
     2. Notices:
        1. by post and correctly addressed shall be effective upon the earlier of actual receipt, or 5 Business Days after mailing; or
        2. by hand shall be effective upon delivery.
     3. For the purposes of clause A5.2, the address for service of notices on each Party shall be as follows:
        1. For the Authority:

Address: Huyton Municipal Building, Archway Road, Huyton,

Merseyside L36 9YU

For the attention of: Interim Head of Service – Whole Life Commissioning

Tel: 07385 375371

* + - 1. For the Provider:

Address: [to be completed]

For the attention of: [to be completed]

Tel: [to be completed]

* + 1. Either Party may change its address for service by serving a notice in accordance with this clause A5.
  1. **ENTIRE CONTRACT**
     1. This Contract constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Contract, except for any contract entered into between the Authority and the Provider which relates to the same or similar services to the Services and is designed to remain effective until the Services are provided under this Contract.
  2. **COUNTERPARTS**
     1. This Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

**IN WITNESS WHEREOF the Parties have signed this Contract on the date shown below**

**SIGNED by Stephen Mann**

**for and on behalf of**

**the AUTHORITY**

…………………………………………………………..

**Signature**

…………………………………………………………..

**Title**

…………………………………………………………..

**Date**

|  |  |
| --- | --- |
| **Name and address of pharmacy** |  |
| **Contact details of Head Office (if different from above)**  **Name**  **Address**  **Email**  **Tel** |  |
| **Services to be provided:** |  |
| **Emergency Hormonal Contraception (EHC)?** | **Yes/No** |
| **Community Pharmacy Needle and Syringe Programme (NSP)?** | **Yes/No** |
| **Supervised Consumption for Drug Users?** | **Yes/No** |
| **Nicotine Replacement Therapy (NRT)?** | **Yes/No** |
| **Pharmacy Smoking Cessation Services?** | **Yes/No** |
| **Lifestyle Referral?** | **Yes/No** |
|  |  |
| **Pharmacy’s normal opening hours:** |  |
| **Monday** |  |
| **Tuesday** |  |
| **Wednesday** |  |
| **Thursday** |  |
| **Friday** |  |
| **Saturday** |  |
| **Sunday** |  |

**SIGNED by [Insert Authorised Signatory’s Name]**

**for and on behalf of**

**the PROVIDER**

…………………………………………………………..

**Signature**

…………………………………………………………..

**Title**

…………………………………………………………..

**Date**

1. **GENERAL TERMS AND CONDITIONS**
   1. **SERVICES**
      1. The Provider shall provide the Services in accordance with the Service Specification(s) in Appendix A (Service Specifications), including any service limitations set out in them, and in accordance with the provisions of this Contract.
      2. The Provider shall satisfy any Conditions Precedent set out in Appendix B (Conditions Precedent) prior to commencing provision of the Services.
   2. **WITHHOLDING AND/OR DISCONTINUATION OF SERVICE**
      1. Except where required by the Law, the Provider shall not be required to provide or to continue to provide Services to any Service User:
         1. who in the reasonable professional opinion of the Provider is unsuitable to receive the relevant Service, for as long as such unsuitability remains;
         2. who displays abusive, violent or threatening behaviour unacceptable to the Provider (acting reasonably and taking into account the mental health of that Service User);
         3. in that Service User’s domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or
         4. where expressly instructed not to do so by an emergency service provider who has authority to give such instruction, for so long as that instruction applies.
      2. If the Provider proposes not to provide or to stop providing a Service to any Service User under clause B2.1:
         1. where reasonably possible, the Provider must explain to the Service User, taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it (confirming that explanation in writing within 2 Business Days);
         2. the Provider must tell the Service User of the right to challenge the Provider’s decision through the Provider’s complaints procedure and how to do so;
         3. the Provider must inform the Authority in writing without delay and wherever possible in advance of taking such action;

provided that nothing in this clause B2.2 entitles the Provider not to provide or to stop providing the Services where to do so would be contrary to the Law.

* 1. **SERVICE AND QUALITY OUTCOMES INDICATORS**
     1. The Provider must carry out the Services in accordance with the Law and Good Clinical Practice and must, unless otherwise agreed (subject to the Law) with the Authority in writing:
        1. comply, where applicable, with the registration and regulatory compliance guidance of CQC and any other Regulatory Body;
        2. respond, where applicable, to all requirements and enforcement actions issued from time to time by CQC or any other Regulatory Body;
        3. consider and respond to the recommendations arising from any audit, death, Serious Incident report or Patient Safety Incident report;
        4. comply with the recommendations issued from time to time by a Competent Body;
        5. comply with the recommendations from time to time contained in guidance and appraisals issued by NICE;
        6. respond to any reports and recommendations made by Local HealthWatch; and
        7. comply with the Quality Outcomes Indicators set out in Appendix C (Quality Outcomes Indicators).
  2. **SERVICE USER INVOLVEMENT**
     1. The Provider shall engage, liaise and communicate with Service Users, their Carers and Legal Guardians in an open and clear manner in accordance with the Law, Good Clinical Practice and their human rights.
     2. As soon as reasonably practicable following any reasonable request from the Authority, the Provider must provide evidence to the Authority of the involvement of Service Users, Carers and Staff in the development of Services.
     3. The Provider must carry out Service User surveys (and Carer surveys) and shall carry out any other surveys reasonably required by the Authority in relation to the Services. The form (if any), frequency and method of reporting such surveys must comply with the requirements set out in Appendix D (Service User, Carer and Staff Surveys) or as otherwise agreed between the Parties in writing from time to time.
     4. The Provider must review and provide a written report to the Authority on the results of each survey carried out under clause B4.3 and identify any actions reasonably required to be taken by the Provider in response to the surveys. The Provider must implement such actions as soon as practicable. If required by the Authority, the Provider must publish the outcomes and actions taken in relation to such surveys.
  3. **EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION**
     1. The Parties must not discriminate between or against Service Users, on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation or any other non-medical characteristics except as permitted by the Law.
     2. The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments).
     3. In performing this Contract the Provider must comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:
        1. eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;
        2. advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and
        3. foster good relations between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it,

and for the avoidance of doubt this obligation shall apply whether or not the Provider is a public authority for the purposes of section 149 of the Equality Act 2010.

* + 1. As soon as reasonably practicable following any reasonable request from the Authority, the Provider must provide the Authority with a plan detailing how it will comply with its obligations under clause B5.3.
    2. The Provider must provide to the Authority as soon as reasonably practicable, any information that the Authority reasonably requires to:
       1. monitor the equity of access to the Services; and
       2. fulfil their obligations under the Law.
  1. **MANAGING ACTIVITY**
     1. The Provider must manage Activity in accordance with any activity planning assumptions and any caseloads set out in a Service Specification and must comply with all reasonable requests of the Authority to assist it with understanding and managing the levels of Activity for the Services.
  2. **STAFF**
     1. At all times, the Provider must ensure that:
        1. each of the Staff is suitably qualified and experienced, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
        2. there is an adequate number of Staff to provide the Services properly in accordance with the provisions of the applicable Service Specification;
        3. where applicable, Staff are registered with the appropriate professional regulatory body; and
        4. Staff are aware of and respect equality and human rights of colleagues and Service Users.
        5. it can provide a clear DBS Certificate (Standard, Enhanced or Enhanced and DBS Barred List at the Provider’s discretion) for each of the Staff engaged in the Services
     2. If requested by the Authority, the Provider shall as soon as practicable and by no later than 20 Business Days following receipt of that request, provide the Authority with evidence of the Provider’s compliance with clause B7.1.
     3. The Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives:
        1. proper and sufficient continuous professional and personal development, training and instruction; and
        2. full and detailed appraisal (in terms of performance and on-going education and training),

each in accordance with Good Clinical Practice and the standards of any applicable relevant professional body.

* + 1. Where applicable under section 1(F)(1) of the NHS Act 2006, the Provider must co-operate with and provide support to the Local Education and Training Boards and/or Health Education England to help them secure an effective system for the planning and delivery of education and training.
    2. The Provider must carry out Staff surveys in relation to the Services at intervals and in the form set out in Appendix D (Service User, Carer and Staff Surveys) or as otherwise agreed in writing from time to time.
    3. Subject to clause B7.7, before the Provider engages or employs any person in the provision of the Services, or in any activity related to, or connected with, the provision of the Services, the Provider must without limitation, complete:
       1. the Employment Checks; and
       2. such other checks as required by the DBS.
    4. Subject to clause B7.8, the Provider may engage a person in a Standard DBS Position or an Enhanced DBS Position (as applicable) pending the receipt of the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) with the agreement of the Authority.
    5. Where clause B7.7 applies, the Provider will ensure that until the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) is obtained, the following safeguards will be put in place:
       1. an appropriately qualified and experienced member of Staff is appointed to supervise the new member of Staff; and
       2. wherever it is possible, this supervisor is on duty at the same time as the new member of Staff, or is available to be consulted; and
       3. the new member of Staff is accompanied at all times by another member of staff, preferably the appointed supervisor, whilst providing services under this Contract; and
       4. any other reasonable requirement of the Authority.
    6. Where the Authority has notified the Provider that it intends to tender or retender any of the Services, the Provider must on written request of the Authority and in any event within 20 Business Days of that request (unless otherwise agreed in writing), provide the Authority with all reasonably requested information on the Staff engaged in the provision of the relevant Services to be tendered or retendered that may be subject to TUPE.
    7. The Provider shall indemnify and keep indemnified the Authority and any Successor Provider against any Losses incurred by the Authority and/or the Successor Provider in connection with any claim or demand by any transferring employee under TUPE.
  1. **CHARGES AND PAYMENT**
     1. Subject to any provision of this Contract to the contrary (including without limitation those relating to withholding and/or retention), in consideration for the provision of the Services in accordance with the terms of this Contract, the Authority shall pay the Provider the Charges.
     2. The Parties shall to the extent reasonably practicable agree the Charges in a transparent and equitable manner and the Charges shall be set out at Appendix E (Charges).
     3. The Provider shall invoice the Authority for payment of the Charges at the end of each calendar month (or such other frequency agreed between the Parties in writing) which the Authority shall pay within 20 Business Days of receipt. Where the Provider is a voluntary organisation, the Authority shall pay the Charges to the Provider quarterly in advance in accordance with the amounts and dates in Appendix E (Charges).
     4. The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
     5. In its performance of this Contract the Provider shall not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User (other than in accordance with this Contract, the Law and/or Guidance).
     6. If a Party, acting in good faith, contests all or any part of any payment calculated in accordance with this clause B8:
        1. the contesting Party shall within 5 Business Days notify the other Party, setting out in reasonable detail the reasons for contesting the requested payment, and in particular identifying which elements are contested and which are not contested;
        2. any uncontested amount shall be paid in accordance with this Contract.
     7. If a Party contests a payment under clause B8.6 and the Parties have not resolved the matter within 20 Business Days of the date of notification under clause B8.6, the contesting Party may refer the matter to dispute resolution under clause B30 and following the resolution of any dispute referred to dispute resolution, where applicable the relevant party shall pay any amount agreed or determined to be payable in accordance with clause B8.3.
     8. Subject to any express provision of this Contract to the contrary each Party shall be entitled, without prejudice to any other right or remedy it has under this Contract, to receive interest at the Default Interest Rate on any payment not made from the day after the date on which payment was due up to and including the date of payment.
     9. Each Party may retain or set off any sums owed to the other Party which have fallen due and payable against any sum due to the other Party under this Contract or any other agreement between the Parties.
  2. **SERVICE IMPROVEMENTS AND BEST VALUE DUTY**
     1. The Provider must to the extent reasonably practicable co-operate with and assist the Authority in fulfilling its Best Value Duty.
     2. In addition to the Provider’s obligations under clause B9.1, where reasonably requested by the Authority, the Provider at its own cost shall participate in any relevant Best Value Duty reviews and/or benchmarking exercises (including without limitation providing information for such purposes) conducted by the Authority and shall assist the Authority with the preparation of any Best Value performance plans.
     3. During the term of this Contract at the reasonable request of the Authority, the Provider must:
        1. demonstrate how it is going to secure continuous improvement in the way in which the Services are delivered having regard to a combination of economy, efficiency and effectiveness and the Parties may agree a continuous improvement plan for this purpose;
        2. implement such improvements; and
        3. where practicable following implementation of such improvements decrease the price to be paid by the Authority for the Services.
     4. If requested by the Authority, the Provider must identify the improvements that have taken place in accordance with clause B9.3, by reference to any reasonable measurable criteria notified to the Provider by the Authority.
  3. **SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**
     1. The Provider shall adopt Safeguarding Policies and such policies shall comply with the Authority’s safeguarding policy as amended from time to time and may be appended at Appendix F (Safeguarding Policies).
     2. At the reasonable written request of the Authority and by no later than 10 Business Days following receipt of such request, the Provider must provide evidence to the Authority that it is addressing any safeguarding concerns.
     3. If requested by the Authority, the Provider shall participate in the development of any local multi-agency safeguarding quality indicators and/or plan.
  4. **INCIDENTS REQUIRING REPORTING**
     1. If the Provider is CQC registered it shall comply with the requirements and arrangements for notification of deaths and other incidents to CQC in accordance with CQC Regulations and if the Provider is not CQC registered it shall notify Serious Incidents to any Regulatory Body as applicable, in accordance with the Law.
     2. If the Provider gives a notification to the CQC or any other Regulatory Body under clause B11.1 which directly or indirectly concerns any Service User, the Provider must send a copy of it to the Authority within 5 Business Days or within the timescale set out in Appendix G (Incidents Requiring Reporting Procedure).
     3. The Parties must comply with the arrangements for reporting, investigating, implementing and sharing the Lessons Learned from Serious Incidents, Patient Safety Incidents and non-Service User safety incidents that are agreed between the Provider and the Authority and set out in Appendix G (Incidents Requiring Reporting Procedure).
     4. Subject to the Law, the Authority shall have complete discretion to use the information provided by the Provider under this clause B11.1 and Appendix G (Incidents Requiring Reporting Procedure).
  5. **CONSENT**
     1. The Provider must publish, maintain and operate a Service User consent policy which complies with Good Clinical Practice and the Law.
  6. **SERVICE USER HEALTH RECORDS**
     1. The Provider must create, maintain, store and retain Service User health records for all Service Users. The Provider must retain Service User health records for the periods of time required by Law and securely destroy them thereafter in accordance with any applicable Guidance.
     2. The Provider must:
        1. use Service User health records solely for the execution of the Provider’s obligations under this Contract; and
        2. give each Service User full and accurate information regarding his/her treatment and Services received.
     3. The Provider must at all times during the term of this Contract have a Caldicott Guardian and shall notify the Authority of their identity and contact details prior to the Service Commencement Date. If the Provider replaces its Caldicott Guardian at any time during the term of this Contract, it shall promptly notify the Authority of the identity and contact details of such replacements.
     4. Subject to Guidance and where appropriate, the Service User health records should include the Service User’s verified NHS number.
  7. **INFORMATION**
     1. The Provider must provide the Authority the information specified in Appendix H (Information Provision) to measure the quality, quantity or otherwise of the Services.
     2. The Provider must deliver the information required under clause B14.1 in the format, manner, frequency and timescales specified in Appendix H (Information Provision) and must ensure that the information is accurate and complete.
     3. If the Provider fails to comply with any of the obligations in this clause B14 and/or Appendix H (Information Provision), the Authority may (without prejudice to any other rights it may have under this Contract) exercise any consequence for failing to satisfy the relevant obligation specified in Appendix H (Information Provision).
     4. In addition to the information required under clause B14.1, the Authority may request from the Provider any other information it reasonably requires in relation to this Contract and the Provider must deliver such requested information in a timely manner.
  8. **EQUIPMENT**
     1. The Provider must provide and maintain at its own cost (unless otherwise agreed in writing) all Equipment necessary for the supply of the Services in accordance with any required Consents and must ensure that all Equipment is fit for the purpose of providing the applicable Services.
  9. **TRANSFER OF AND DISCHARGE FROM CARE OBLIGATIONS**
     1. The Provider must comply with any Transfer of and Discharge from Care Protocols agreed by the Parties set out in Appendix I (Transfer of and Discharge from Care Protocols).
  10. **COMPLAINTS**
      1. The Provider must at all times comply with the relevant regulations for complaints relating to the provision of the Services.
      2. If a complaint is received about the standard of the provision of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Provider’s obligations under this Contract, then the Authority may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Provider, CQC or/and any Regulatory Body. Without prejudice to any other rights the Authority may have under this Contract, the Authority may, in its sole discretion, uphold the complaint and take any action specified in clause B28 (Default and Failure to Supply).
  11. **SERVICE REVIEW**
      1. The Provider must each quarter of this Contract deliver to the Authority a Service Quality Performance Report against the factors set out in Appendix J (Service Quality Performance Report).
      2. The Provider must submit each Service Quality Performance Report in the form and manner specified in Appendix J (Service Quality Performance Report).
  12. **REVIEW MEETINGS**
      1. The Parties must review and discuss Service Quality Performance Reports and monitor performance of the Contract and consider any other matters reasonably required by either Party at Review Meetings which should be held in the form and intervals set out in Appendix K (Details of Review Meetings).
      2. Notwithstanding clause B19.1, if either the Authority or the Provider:
         1. reasonably considers a circumstance constitutes an emergency or otherwise requires immediate resolution; or
         2. considers that a JI Report requires consideration sooner than the next scheduled Review Meeting,

that Party may by notice require that a Review Meeting be held as soon as practicable and in any event within 5 Business Days following that notice.

* 1. **CO-OPERATION**
     1. The Parties must at all times act in good faith towards each other.
     2. The Provider must co-operate fully and liaise appropriately with:
        1. the Authority;
        2. any third party provider who the Service User may be transferred to or from the Provider;
        3. any third party provider which may be providing care to the Service User at the same time as the Provider’s provision of the relevant Services to the Service User; and
        4. primary, secondary and social care services,

in order to:

* + - 1. ensure that a consistently high standard of care for the Service User is at all times maintained;
      2. ensure a co-ordinated approach is taken to promoting the quality of Service User care across all pathways spanning more than one provider;
      3. achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, Service Users, employees of the Authority’s or members of the public.
  1. **WARRANTIES AND REPRESENTATIONS**
     1. The Provider warrants and represents that:
        1. It has full capacity and authority to enter into this Contract and all necessary Consents have been obtained and are in full force and effect;
        2. its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets;
        3. in entering this Contract it has not committed any Fraud;
        4. all reasonably material information supplied by it to the Authority during the award procedure leading to the execution of this Contract is, to its reasonable knowledge and belief, true and accurate and it is not aware of any material facts or circumstances which have not been disclosed to the Authority which would, if disclosed, be likely to have an adverse effect on a reasonable public sector entity’s decision whether or not to contract with the Provider substantially on the terms of this Contract;
        5. to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract;
        6. it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract;
        7. in the 3 years prior to the Commencement Date:
           1. It has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
           2. It has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
           3. It has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Contract; and
        8. No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider’s assets or revenue.
     2. The Authority warrants and represents that:
        1. it has full power and authority to enter into this Contract and all necessary approvals and consents have been obtained and are in full force and effect;
        2. its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it;
        3. it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract; and
        4. to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract.
     3. The warranties set out in this clause B21 are given on the Commencement Date and repeated on every day during the term of this Contract.
  2. **VARIATIONS**
     1. This Contract may not be amended or varied other than in accordance with this clause B22.
     2. Either Party may from time to time during the term of this Contract, by written notice to the other Party, request a Variation. A Variation Notice must set out in as much detail as is reasonably practicable the proposed Variation(s).
     3. If a Variation Notice is issued, the Authority and the Provider must enter into good faith negotiations for a period of not more than 30 Business Days from the date of that notice (unless such period is extended by the Parties in writing) with a view to reaching agreement on the proposed Variation, including on any adjustment to the Charges that, in all the circumstances, properly and fairly reflects the nature and extent of the proposed Variation. If the Parties are unable to agree a proposed Variation within such time period (or extended time period), the proposed Variation shall be deemed withdrawn and the Parties shall continue to perform their obligations under this Contract.
     4. No Variation to this Contract will be valid or of any effect unless agreed in writing by the Authority Representative (or his nominee) and the Provider Representative (or his nominee) in accordance with clause A5 (Notices). All agreed Variations shall form an addendum to this Contract and shall be recorded in Appendix L (Agreed Variations).
  3. **ASSIGNMENT AND SUB-CONTRACTING**
     1. The Provider must not assign, delegate, transfer, sub-contract, charge or otherwise dispose of all or any of its rights or obligations under this Contract without the Authority in writing:
        1. consenting to the appointment of the Sub-contractor (such consent not to be unreasonably withheld or delayed); and
        2. approving the Sub-contract arrangements (such approval not to be unreasonably withheld or delayed) which shall include the addition of any of the clauses in this Contract to the Sub-contract as the Authority may reasonably require
     2. The Authority’s consent to sub-contracting under clause B23.1 will not relieve the Provider of its liability to the Authority for the proper performance of any of its obligations under this Contract and the Provider shall be responsible for the acts, defaults or neglect of any Sub-contractor, or its employees or agents in all respects as if they were the acts, defaults or neglect of the Provider.
     3. Any sub-contract submitted by the Provider to the Authority for approval of its terms, must impose obligations on the proposed sub-contractor in the same terms as those imposed on it pursuant to this Contract to the extent practicable.
     4. The Authority may assign, transfer, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the consent of the Provider.
  4. **AUDIT AND INSPECTION**
     1. The Provider must comply with all reasonable written requests made by, CQC, the National Audit Office, the General Pharmaceutical Council, any Authorised Person and the authorised representative of the Local HealthWatch for entry to the Provider’s Premises and/or the premises of any Sub-contractor for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. The Provider may refuse such request to enter the Provider’s Premises and/or the premises of any Sub-contractor where it would adversely affect the provision of the Services or, the privacy or dignity of a Service User.
     2. Subject to Law and notwithstanding clause B24.1, an Authorised Person may enter the Provider’s Premises and/or the premises of any Sub-contractor with reasonable notice for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services. During such visits, subject to Law and Good Clinical Practice (also taking into consideration the nature of the Services and the effect of the visit on Service Users), the Provider must not restrict access and must give all reasonable assistance and provide all reasonable facilities to the Authorised Person.
     3. Within 10 Business Days of the Authority’s reasonable request, the Provider must send the Authority a verified copy of the results of any audit, evaluation, inspection, investigation or research in relation to the Services, or services of a similar nature to the Services delivered by the Provider, to which the Provider has access and which it can disclose in accordance with the Law.
     4. The Authority shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Provider or delay the provision of the Services.
     5. During any audit undertaken under clause B24.1 or B24.2, the Provider must provide the Authority with all reasonable co-operation and assistance in relation to that audit, including:
        1. all reasonable information requested within the scope of the audit;
        2. reasonable access to the Provider’s Premises and/or the premises of any Sub-contractor; and
        3. access to the Staff.
  5. **INDEMNITIES**
     1. The Provider shall indemnify and keep indemnified the Authority against all actions, proceedings, direct costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Contract, or breach of its statutory duty or breach of an obligation under the DPA, save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Contract or breach of statutory duty or breach of an obligation under the DPA by the Authority.
  6. **LIMITATION OF LIABILITY**
     1. Each Party must at all times take all reasonable steps to minimise and mitigate any Losses for which it is entitled to be indemnified by or bring a claim against the other Party pursuant to this Contract
     2. Neither Party shall be liable to the other Party (as far as permitted by Law) for Indirect Losses in connection with this Contract.
     3. Nothing in this Contract will exclude or limit the liability of either Party for:
        1. death or personal injury caused by its negligence; or
        2. fraud or fraudulent misrepresentation.
  7. **INSURANCE**
     1. The Provider shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Contract, or breach of its statutory duty or breach of an obligation under the DPA, save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Contract or breach of statutory duty or breach of an obligation under the DPA by the Authority
     2. The Provider must at its own cost effect and maintain with a reputable insurance company the Required Insurances. The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other such loss. Such policies must include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.
     3. The Provider must give the Authority, on request, a copy of or a broker's placement verification of the Required Insurances insurance, together with receipts or other evidence of payment of the latest premiums due under those policies.
     4. The provision of any insurance or the amount or limit of cover will not relieve or limit the Provider’s liabilities under this Contract.
  8. **DEFAULTS AND FAILURE TO SUPPLY**
     1. In the event that the Authority is of the reasonable opinion that there has been a Default which is a material breach of this Contract by the Provider, then the Authority may, without prejudice to any other rights or remedies it may have under this Contract including under clause B29, consult with the Provider and then do any of the following:
        1. require the Provider to submit a performance improvement plan detailing why the material breach has occurred and how it will be remedied within 10 Business Days or such other period of time as the Authority may direct;
        2. without terminating this Contract, suspend the affected Service in accordance with the process set out in clause B31;
        3. without terminating the whole of this Contract, terminate this Contract in respect of the affected part of the Services only in accordance with clause B32 (whereupon a corresponding reduction in the Charges shall be made) and thereafter the Authority may supply or procure a third party to supply such part of the Services.
     2. If the Authority exercises any of its rights under clause B28.1, the Provider must indemnify the Authority for any costs reasonably incurred (including reasonable professional costs and any reasonable administration costs) in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
  9. **CONTRACT MANAGEMENT**
     1. If the Parties have agreed a consequence in relation to the Provider failing to meet a Quality Outcomes Indicator as set out in Appendix C (Quality Outcomes Indicators) and the Provider fails to meet the Quality Outcomes Indicator, the Authority may exercise the agreed consequence immediately and without issuing a Contract Query, irrespective of any other rights the Authority may have under this clause B29.
     2. The provisions of this clause B29 do not affect any other rights and obligations the Parties may have under this Contract.
     3. Clauses B29.19, B29.23, B29.24 and B29.26 will not apply if the Provider’s failure to agree or comply with a Remedial Action Plan (as the case may be) is as a result of an act or omission or the unreasonableness of the Authority.

**Contract Query**

* + 1. If the Authority has a Contract Query it may issue a Contract Query Notice to the Provider.
    2. If the Provider has a Contract Query it may issue a Contract Query Notice to the Authority.

**Excusing Notice**

* + 1. The Receiving Party may issue an Excusing Notice to the Issuing Party within 5 Business Days of the date of the Contract Query Notice.
    2. If the Issuing Party accepts the explanation set out in the Excusing Notice, it must withdraw the Contract Query Notice in writing within 10 Business Days following the date of the Contract Query Notice.

**Contract Management Meeting**

* + 1. Unless the Contract Query Notice has been withdrawn, the Authority and the Provider must meet to discuss the Contract Query and any related Excusing Notice within 10 Business Days following the date of the Contract Query Notice.
    2. At the Contract Management Meeting the Authority and the Provider must agree either:
       1. that the Contract Query Notice is withdrawn; or
       2. to implement an appropriate Remedial Action Plan; or
       3. to conduct a Joint Investigation.
    3. If a Joint Investigation is to be undertaken:
       1. the Authority and the Provider must agree the terms of reference and timescale for the Joint Investigation (being no longer than 4 weeks) and the appropriate clinical and/or non-clinical representatives from each Party to participate in the Joint Investigation.
       2. the Authority and the Provider may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.

**Joint Investigation**

* + 1. On completion of a Joint Investigation, the Authority and the Provider must produce and agree a JI Report. The JI Report must include (without limitation) a recommendation to be considered at the next Review Meeting that either:  
       1. the Contract Query be closed; or
       2. Remedial Action Plan be agreed and implemented.
    2. Either the Authority or the Provider may require a Review Meeting to be held at short notice in accordance with the provisions of this Contract to consider a JI Report.

**Remedial Action Plan**

* + 1. If a Remedial Action Plan is to be implemented, the Authority and the Provider must agree the contents of the Remedial Action Plan within:
       1. 5 Business Days following the Contract Management Meeting; or
       2. 5 Business Days following the Review Meeting in the case of a Remedial Action Plan recommended under clause B29.11.
    2. The Remedial Action Plan must set out:
       1. milestones for performance to be remedied;
       2. the date by which each milestone must be completed; and
       3. subject to the maximum sums identified in clause B29.23, the consequences for failing to meet each milestone by the specified date.
    3. The Provider and the Authority must implement or meet the milestones applicable to it within the timescales set out in the Remedial Action Plan.
    4. The Authority and the Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. The Authority and the Provider must review and consider that progress on an ongoing basis and in any event at the next Review Meeting.
    5. If following implementation of a Remedial Action Plan:
       1. the matters that gave rise to the relevant Contract Query Notice have been resolved, it must be noted in the next Review Meeting that the Remedial Action Plan has been completed;
       2. any matter that gave rise to the relevant Contract Query Notice remains in the reasonable opinion of the Authority or the Provider unresolved, either may issue a further Contract Query Notice in respect of that matter.

**Withholding Payment for Failure to Agree Remedial Action Plan**

* + 1. If the Authority and the Provider cannot agree a Remedial Action Plan within the relevant period specified in clause B29.13, they must jointly notify the Boards of Directors of both the Provider and the Authority.
    2. If, 10 Business Days after notifying the Boards of Directors, the Authority and the Provider still cannot agree a Remedial Action Plan, the Authority may withhold up to 2% of the monthly sums payable by it under clause B8 (Charges and Payment) for each further month the Remedial Action Plan is not agreed.
    3. The Authority must pay the Provider any sums withheld under clause B29.19 within 10 Business Days of receiving the Provider’s agreement to the Remedial Action Plan. Unless clause B29.25 applies, those sums are to be paid without interest.

**Exception Reports**

* + 1. If a Party breaches a Remedial Action Plan and does not remedy the breach within 5 Business Days of its occurrence, the Provider or the Authority (as the case may be) may issue a First Exception Report to that Party’s chief executive and/or Board of Directors. If the Party in breach is the Provider, the Authority may withhold payment from the Provider in accordance with clause B29.23.
    2. If following issue of the First Exception Report, the breach of the Remedial Action Plan is not rectified within the timescales indicated in the First Exception Report, the Authority or the Provider (as the case may be) may issue a Second Exception Report to:
       1. the relevant Party’s chief executive and/or Board of Directors; and/or;
       2. CQC or any other Regulatory Body,

in order that each of them may take whatever steps they think appropriate.

**Withholding of Payment at First Exception Report for Breach of Remedial Action Plan**

* + 1. If the Provider breaches a Remedial Action Plan:
       1. the Authority may withhold, in respect of each milestone not met, up to 2% of the aggregate monthly sums payable by the Authority under clause B8 (Charges and Payment), from the date of issuing the First Exception Report and for each month the Provider’s breach continues, subject to a maximum monthly withholding of 10% of the aggregate monthly sums payable by the Authority under clause B8 (Charges and Payment) in relation to each Remedial Action Plan;
       2. the Authority must pay the Provider any sums withheld under clause B29.23 (a) within 10 Business Days following the Authority’s confirmation that the breach of the Remedial Action Plan has been rectified. Subject to clause B29.25, no interest will be payable on those sums.

**Retention of Sums Withheld at Second Exception Report for Breach of Remedial Action Plan**

* + 1. If the Provider is in breach of a Remedial Action Plan the Authority may, when issuing any Second Exception Report retain permanently any sums withheld under clause B29.23.

**Unjustified Withholding or Retention of Payment**

* + 1. If the Authority withholds sums under clause B29.19 or clause B29.23 or retain sums under clause B29.24, and within 20 Business Days of the date of that withholding or retention (as the case may be) the Provider produces evidence satisfactory to the Authority that the relevant sums were withheld or retained unjustifiably, the Authority must pay those sums to the Provider within 10 Business Days following the date of the Authority’s acceptance of that evidence, together with interest at the Default Interest Rate for the period for which the sums were withheld or retained. If the Authority does not accept the Provider’s evidence the Provider may refer the matter to Dispute Resolution.

**Retention of Sums Withheld on Expiry or Termination of this Contract**

* + 1. If the Provider does not agree a Remedial Action Plan:
       1. within 6 months following the expiry of the relevant time period set out in clause B29.13; or
       2. before the Expiry Date or earlier termination of this Contract,

whichever is the earlier, the Authority may retain permanently any sums withheld under clause B29.19.

* + 1. If the Provider does not rectify a breach of a Remedial Action Plan before the Expiry Date or earlier termination of this Contract, the Authority may retain permanently any sums withheld under clause B29.23.
  1. **DISPUTE RESOLUTION**
     1. If the Parties are in Dispute, they must seek in good faith to resolve the Dispute following the process set out in Appendix M (Dispute Resolution), unless the Parties agree and set out an alternative dispute resolution process in the Special Conditions in which case the process in the Special Conditions will prevail.
  2. **SUSPENSION AND CONSEQUENCES OF SUSPENSION**
     1. A suspension event shall have occurred if:
        1. the Authority reasonably considers that a breach by the Provider of any obligation under this Contract:
           1. may create an immediate and serious threat to the health or safety of any Service User; or
           2. may result in a material interruption in the provision of any one or more of the Services; or
        2. clause B31.1 does not apply, but the Authority, acting reasonably, considers that the circumstances constitute an emergency, (which may include an event of Force Majeure) affecting provision of a Service or Services; or
        3. the Provider is prevented, or will be prevented, from providing a Service due to the termination, suspension, restriction or variation of any Consent,

(each a **Suspension Event**).

* + 1. Where a Suspension Event occurs the Authority:
       1. may by written notice to the Provider and with immediate effect suspend any affected Service, or the provision of any affected Service, until the Provider demonstrates to the reasonable satisfaction of the Authority that it is able to and will perform the suspended Service, to the required standard; and
       2. must where applicable promptly notify CQC and/or any relevant Regulatory Body of the suspension.
    2. During the suspension of any Service under clause B31.2, the Provider must comply with any steps the Authority reasonably specifies in order to remedy the Suspension Event, including where the Authority’s decision to suspend pursuant to clause B31.2 has been referred to dispute resolution under clause B30 (Dispute Resolution).
    3. During the suspension of any Service under clause B31.2, the Provider will not be entitled to claim or receive any payment for the suspended Service except in respect of:
       1. all or part of the suspended Service the delivery of which took place before the date on which the relevant suspension took effect in accordance with clause B31.2; and/or
       2. all or part of the suspended Service which the Provider continues to deliver during the period of suspension in accordance with clause B31.5.
    4. The Parties must use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users as a result of the suspension of the Service.
    5. Except where suspension occurs by reason of an event of Force Majeure, the Provider must indemnify the Authority in respect of any Losses directly and reasonably incurred by the Authority in respect of that suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Service).
    6. Following suspension of a Service the Provider must at the reasonable request of the Authority and for a reasonable period:
       1. co-operate fully with the Authority and any Successor Provider of the suspended Service in order to ensure continuity and a smooth transfer of the suspended Service and to avoid any inconvenience to or risk to the health and safety of Service Users, employees of the Authority or members of the public; and
       2. at the cost of the Provider:
          1. promptly provide all reasonable assistance and all information necessary to effect an orderly assumption of the suspended Service by an alternative Successor Provider; and
          2. deliver to the Authority all materials, papers, documents and operating manuals owned by the Authority and used by the Provider in the provision of the suspended Service.
    7. As part of its compliance with clause B31.7 the Provider may be required by the Authority to agree a transition plan with the Authority and/or any alternative Successor Provider.
    8. If it is determined, pursuant to clause B30 (Dispute Resolution), that the Authority acted unreasonably in suspending a Service, the Authority must indemnify the Provider in respect of any Loss directly and reasonably incurred by the Provider in respect of that suspension.
    9. During any suspension of a Service the Provider where applicable will implement the relevant parts of the Business Continuity Plan to ensure there is no interruption in the availability to the relevant Service.
  1. **TERMINATION**
     1. Either Party may voluntarily terminate this Contract or any Service by giving the other Party not less than 12 months' written notice at any time after the Service Commencement Date.
     2. The Authority may terminate this Contract in whole or part with immediate effect by written notice to the Provider if:
        1. the Provider is in persistent or repetitive breach of the Quality Outcomes Indicators;
        2. the Provider is in persistent breach of its obligations under this Contract;
        3. the Provider:
           1. fails to obtain any Consent;
           2. loses any Consent; or
           3. has any Consent varied or restricted,

the effect of which might reasonably be considered by the Authority to have a material adverse effect on the provision of the Services;

* + - 1. the Provider has breached the terms of clause B39 (Prohibited Acts);
      2. any of the Provider’s necessary registrations are cancelled by the CQC or other Regulatory Body as applicable;
      3. the Provider materially breaches its obligations in clause B37 (Data Protection);
      4. two or more Second Exception Reports are issued to the Provider under clause B29.22 (Contract Management) within any rolling 6 month period which are not disputed by the Provider, or if disputed, are upheld under Dispute Resolution;
      5. the Provider breaches the terms of clause B23 (Assignment and Sub-contracting);
      6. a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Provider's property or equipment;
      7. the Provider ceases or threatens to cease to carry on business in the United Kingdom; or
      8. the Provider has breached any of its obligations under this Contract and that breach materially and adversely affects the provision of the Services in accordance with this Contract, and the Provider has not remedied that breach within 30 Business Days following receipt of notice from the Authority identifying the breach.
    1. Either Party may terminate this Contract or any Service by written notice, with immediate effect, if and to the extent that the Authority or the Provider suffers an event of Force Majeure and such event of Force Majeure persists for more than 30 Business Days without the Parties agreeing alternative arrangements.
    2. The Provider may terminate this Contract or any Service with immediate effect by written notice to the Authority if the Authority is in material breach of any obligation under this Contract provided that if the breach is capable of remedy, the Provider may only terminate this Contract under this clause B32.4 if the Authority has failed to remedy such breach within 30 Business Days of receipt of notice from the Provider to do so.
  1. **CONSEQUENCE OF EXPIRY OR TERMINATION**
     1. Expiry or termination of this Contract, or termination of any Service, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.
     2. On the expiry or termination of this Contract or termination of any Service for any reason the Authority, the Provider, and if appropriate any successor provider, will agree a Succession Plan and the Parties will comply with the provisions of the Succession Plan.
     3. On the expiry or termination of this Contract or termination of any Service the Provider must co-operate fully with the Authority to migrate the Services in an orderly manner to the successor provider.
     4. In the event of termination or expiry of this Contract, the Provider must cease to use the Authority’s Confidential Information and on the earlier of the receipt of the Authority’s written instructions or 3 months after the date of expiry or termination, return all copies of the Confidential Information to the Authority.
     5. If, as a result of termination of this Contract or of any Service in accordance with this Contract (except any termination under clauses B32.4, B32.3 or if the Authority terminates under clause B32.1 (Termination), the Authority procures any terminated Service from an alternative provider, and the cost of doing so (to the extent reasonable) exceeds the amount that would have been payable to the Provider for providing the same Service, then the Authority, acting reasonably, will be entitled to recover from the Provider (in addition to any other sums payable by the Provider to the Authority in respect of that termination) the excess cost and all reasonable related professional and administration costs it incurs (in each case) for a period of 6 months following termination.
     6. The provisions of clauses B7 (Staff), B8 (Charges and Payment), B11 (Incidents Requiring Reporting), B13 (Service User Health Records), B14 (Information), B23 (Assignment and Sub-contracting), B24 (Audit and Inspection), B33 (Consequence of Expiry or Termination), B36 (Confidentiality) and B38 (Freedom of Information and Transparency) will survive termination or expiry of this Contract.
  2. **BUSINESS CONTINUITY**
     1. The Provider must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.
     2. The Provider must, unless otherwise agreed by the Parties in writing, maintain a Business Continuity Plan and must notify the Authority as soon as reasonably practicable of its activation and in any event no later than 5 Business Days from the date of such activation.
  3. **COUNTER-FRAUD AND SECURITY MANAGEMENT**
     1. The Provider must put in place and maintain appropriate counter fraud and security management arrangements.
     2. The Provider must take all reasonable steps, in accordance with good industry practice, to prevent Fraud by Staff and the Provider in connection with the receipt of monies from the Authority.
     3. The Provider must notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
     4. If the Provider or its Staff commits Fraud in relation to this or any other contract with the Authority, the Authority may terminate this Contract by written notice to the Provider with immediate effect (and terminate any other contract the Provider has with the Authority) and recover from the Provider the amount of any Loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services for the remainder of the term of this Contract had it not been terminated.
  4. **CONFIDENTIALITY**
     1. Other than as allowed in this Contract, Confidential Information is owned by the Party that discloses it (the “Disclosing Party”) and the Party that receives it (the “Receiving Party”) has no right to use it.
     2. Subject to Clauses B36.3 and B36.4, the Receiving Party agrees:
        1. to use the Disclosing Party’s Confidential Information only in connection with the Receiving Party’s performance under this Contract;
        2. not to disclose the Disclosing Party’s Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
        3. to maintain the confidentiality of the Disclosing Party’s Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.
     3. The Receiving Party may disclose the Disclosing Party’s Confidential Information:
        1. in connection with any dispute resolution under clause B30 (Dispute Resolution);
        2. in connection with any litigation between the Parties;
        3. to comply with the Law;
        4. to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party’s duty set out in clause B36.2;
        5. to comply with a regulatory body’s request.
     4. The obligations in clause B36.1 and clause B36.2 will not apply to any Confidential Information which:
        1. is in or comes into the public domain other than by breach of this Contract;
        2. the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
        3. the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.
     5. The Receiving Party shall indemnify the Disclosing Party and shall keep the Disclosing Party indemnified against Losses and Indirect Losses suffered or incurred by the Disclosing Party as a result of any breach of this clause B36.
     6. The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause B36 by the Receiving Party, and in addition to any right to damages the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause B36.
     7. This clause B36 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.
     8. The obligations in clause B36.1 and clause B63.2B shall not apply where the Confidential Information is related to an item of business at a board meeting of the Authority or of any committee, sub-committee or joint committee of the Authority or is related to an executive decision of the Authority and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Authority shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Provider and where reasonably practicable shall consider any representations made by the Provider.
  5. **DATA PROTECTION**
     1. For the purposes of this Clause B37 the following words shall have the following meanings

**Data Protection Legislation** : (i) the UK 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; (iiii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment** : an assessment by the Controller(s) of the impact of the envisaged processing on the protection of Personal Data.

**Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer** take the meaning given in the UK GDPR.

**Data Loss Event** : any event that results, or may result, in unauthorised access to Personal Data held by the Provider under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

**Data Subject Access Request** : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

**DPA 2018** : Data Protection Act 2018

**UK GDPR** : the General Data Protection Regulation (Regulation (EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of [section 3](https://uk.practicallaw.thomsonreuters.com/w-015-6730?originationContext=document&transitionType=PLDocumentLink&contextData=(sc.Default)) of the European Union (Withdrawal) Act 2018 and as amended by [Schedule 1](https://uk.practicallaw.thomsonreuters.com/w-026-8893?originationContext=document&transitionType=PLDocumentLink&contextData=(sc.Default)) to the [Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419)](https://uk.practicallaw.thomsonreuters.com/w-022-0682?originationContext=document&transitionType=PLDocumentLink&contextData=(sc.Default)). It is defined in [section 3(10)](https://uk.practicallaw.thomsonreuters.com/w-014-9738?originationContext=document&transitionType=PLDocumentLink&contextData=(sc.Default)) of the Data Protection Act 2018 (DPA 2018), supplemented by [section 205(4)](https://uk.practicallaw.thomsonreuters.com/w-014-9739?originationContext=document&transitionType=PLDocumentLink&contextData=(sc.Default)).

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

**Protective Measures** : appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

**Processor** : any third Party appointed to process Personal Data on behalf of the Provider related to this Agreement

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority and the Provider are Data Controllers. The role of the Authority and the Provider and their responsibilities for management of personal data are set out in the Data Management Schedule in Appendix P.

* + 1. The Provider shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
       1. a systematic description of the envisaged processing operations and the purpose of the processing;
       2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
       3. an assessment of the risks to the rights and freedoms of Data Subjects; and
       4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
    2. The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
       1. process that Personal Data only in accordance with the Data Management Schedule in Appendix P unless the Provider is required to do otherwise by Law. If it is so required the Provider shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
       2. ensure that it has in place Protective Measure to protect against a Data Loss Event having taken account of the:
          1. nature of the data to be protected;
          2. harm that might result from a Data Loss Event;
          3. state of technological development; and
          4. cost of implementing any measures;
       3. ensure that :
          1. the Provider’s Staff do not process Personal Data except in accordance with this Agreement (and in particular the Data Management Schedule in Appendix P);
          2. it takes all reasonable steps to ensure the reliability and integrity of any of the Provider’s Staff who have access to the Personal Data and ensure that they:

are aware of and comply with the Provider’s duties under this clause;

are subject to appropriate confidentiality undertakings with the Provider or any Processor;

are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Agreement; and

have undergone adequate training in the use, care, protection and handling of Personal Data; and

* + - 1. not transfer Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
         1. the Authority or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or Part 3, Chapter 5 of the Data Protection Act 2018 as determined by the Authority;
         2. the Data Subject has enforceable rights and effective legal remedies;
         3. the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and
         4. the Provider complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
      2. at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Provider is required by Law to retain the Personal Data.
    1. Subject to clause B37.6, the Provider shall notify the Authority immediately if it:
       1. receives a Data Subject Access Request (or purported Data Subject Access Request) in connection with Personal Data processed under this Agreement;
       2. receives a request to rectify, block or erase any Personal Data processed under this Agreement;
       3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation, which impact on this Agreement;
       4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
       5. receives a request from any third Party for disclosure of Personal Data processed under this Agreement where compliance with such request is required or purported to be required by Law; or
       6. becomes aware of a Data Loss Event in connection with Personal Data processed under this Agreement.
    2. The Provider’s obligation to notify under clause B37.5 shall include the provision of further information to the Authority in phases, as details become available.
    3. Taking into account the nature of the processing, the Provider shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause B37.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
       1. the Authority with full details and copies of the complaint, communication or request;
       2. such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
       3. the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
       4. assistance as reasonably requested by the Authority following any Data Loss Event;
       5. assistance as reasonably requested by the Authority with respect to any request from the Information Commissioner’s Office, or any consultation by the Authority with the Information Commissioner's Office.
    4. The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Provider employs fewer than 250 staff, unless:
       1. the Authority determines that the processing is not occasional;
       2. the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
       3. the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
    5. The Provider shall allow for audits of its Data Processing activity by the Authority or the Authority’s designated auditor to verify its compliance with its obligations under this Agreement.
    6. The Provider must at all times during the term of this Contract have a Data Protection Officer and shall notify the Authority of their identity and contact details prior to the Service Commencement Date. If the Provider replaces its Data Protection Officer at any time during the term of this Contract, it shall promptly notify the Authority of the identity and contact details of such replacements.
    7. Before allowing any Processor to process any Personal Data related to this Agreement, the Provider must :
       1. notify the Authority in writing of the intended Processor and processing;
       2. obtain the written consent of the Authority, not to be unreasonably withheld or delayed;
       3. enter into a written agreement with the Processor which give effect to the terms set out in this clause B37.11 such that they apply to the Processor; and
       4. provide the Authority with such information regarding the Processor as the Authority may reasonably require.
    8. The Provider shall remain fully liable for all acts or omissions of any Processor.
    9. The Authority may, at any time on not less than 30 Working Days’ notice, revise this clause by replacing it with any applicable standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
    10. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Authority may on not less than 30 Working Days’ notice to the Provider amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.
    11. The Provider and Authority are separate Data Controllers as defined in Data Protection Legislation. The Authority is not liable for any breach of Data Protection Legislation that may occur through the actions of the Provider and as such, is not liable for any data security incidents, financial penalties or loss of reputation that is suffered through any acts or omissions of the Provider.
    12. The Provider shall indemnify the Authority in full without limit of liability for any liability incurred by the Authority arising from a breach by the Provider of its obligations under Clause B37 of this Agreement arising from the Provider’s negligence, any defect or fault in the Services or any act or omission of the Provider in delivering the Services.
  1. **FREEDOM OF INFORMATION AND TRANSPARENCY**
     1. The Parties acknowledge their respective duties under the FOIA and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
     2. If the Provider is not a Public Authority, the Provider acknowledges that the Authority is subject to the requirements of the FOIA and will assist and co-operate with the Authority to enable the Authority to comply with its disclosure obligations under the FOIA. Accordingly the Provider agrees:
        1. that this Contract and any other recorded information held by the Provider on the Authority’s behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA;
        2. that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Authority;
        3. that if the Provider receives a request for information under the FOIA, it will consult with the Authority around the response whilst also complying with its own FOIA governance requirements within 2 Business Days
        4. that the Authority, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Provider and this Contract either without consulting with the Provider, or following consultation with the Provider and having taken its views into account; and
        5. to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by a Authority within 5 Business Days of such request and without charge.
     3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.
     4. Notwithstanding any other provision of this Contract, the Provider hereby agrees to discuss the disclosure of this Contract with the Authority should a request for information under FOIA be received by the Authority for a copy of it which may include redaction of information if considered exempt from disclosure in accordance with the provisions of the FOIA.
     5. In preparing a copy of this Contract for disclosure pursuant to clause B38.4 the Authority may consult with the Provider to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Authority’s absolute discretion as the public authority responsible for the request.
     6. The Provider must assist and co-operate with the Authority to enable the Authority to disclose this Contract into the public domain if requested and if not considered exempt from disclosure in accordance with the provisions of the FOIA.
     7. In order to comply with the Government’s policy on transparency in the areas of contracts and procurement the Authority will be disclosing information on its website in relation to monthly expenditure over £500 (five hundred pounds) in relation to this Contract. The information will include the Provider’s name and the monthly Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.
  2. **PROHIBITED ACTS**
     1. Neither Party shall do any of the following:
        1. offer, give, or agree to give the other Party (or any of its officers, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this Contract or any other contract with the other Party, or for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the other Party; and
        2. in connection with this Contract, pay or agree to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Party,

(together “**Prohibited Acts**”).

* + 1. If either Party or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act or commits any offence under the Bribery Act 2010 with or without the knowledge of the other Party in relation to this Contract, the non-defaulting Party shall be entitled:
       1. to exercise its right to terminate under clause B32.2 (Termination) and to recover from the defaulting Party the amount of any loss resulting from the termination; and
       2. to recover from the defaulting Party the amount or value of any gift, consideration or commission concerned; and
       3. to recover from the defaulting Party any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.
    2. Each Party must provide the other Party upon written request with all reasonable assistance to enable that Party to perform any activity required for the purposes of complying with the Bribery Act 2010. Should either Party request such assistance the Party requesting assistance must pay the reasonable expenses of the other Party arising as a result of such request.
    3. The Provider must have in place an anti-bribery policy for the purposes of preventing any of its Staff from committing a prohibited act under the Bribery Act 2010. Such policy must be disclosed to the Authority within 5 Business Days of the Authority requesting it and enforced by the Provider where applicable.
    4. Should the Provider become aware of or suspect any breach of this clause B39, it will notify the Authority immediately. Following such notification, the Provider must respond promptly and fully to any enquiries of the Authority, co-operate with any investigation undertaken by the Authority and allow the Authority to audit any books, records and other relevant documentation.
  1. **FORCE MAJEURE**
     1. Where a Party is (or claims to be) affected by an event of Force Majeure, it must take all reasonable steps to mitigate the consequences of it, resume performance of its obligations under this Contract as soon as practicable and use its reasonable efforts to remedy its failure to perform its obligations under this Contract.
     2. Subject to clause B40.1, the Party claiming relief as a result of an event of Force Majeure will be relieved from liability under this Contract to the extent that because of the event of Force Majeure it is not able to perform its obligations under this Contract.
     3. The Party claiming relief as a result of an event of Force Majeure must serve an initial written notice on the other Party immediately it becomes aware of the event of Force Majeure. This initial notice shall give sufficient details to identify the particular event. The Party claiming relief must then serve a detailed written notice within a further 15 Business Days. This detailed notice shall contain all relevant available information relating to the failure to perform the relevant obligations under this Contract as is available, including the effect of the event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome it and resume full delivery of Services.
     4. A Party cannot claim relief as a result of an event of Force Majeure, if the event of Force Majeure is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant event of Force Majeure.
     5. The Authority shall not be entitled to exercise its rights to withholdings and/or deduction of payments under this Contract, to the extent that the circumstances giving rise to such rights arise as a result of an event of Force Majeure.
  2. **THIRD PARTY RIGHTS**
     1. No term of this Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Contract.
  3. **CAPACITY**
     1. Without prejudice to the contractual rights and/or remedies of the Provider expressly set out in this Contract, the obligations of the Authority under this Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon the Authority or in any way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability on the part of the Authority under this Contract (howsoever arising) in any capacity other than as contracting counterparty.
  4. **SEVERABILITY**
     1. If any provision or part of any provision of this Contract is declared invalid or otherwise unenforceable, the provision or part of the provision as applicable will be severed from this Contract and this will not affect the validity and/or enforceability of the remaining part of that provision or other provisions of this Contract.
  5. **WAIVER**
     1. Any relaxation or delay by either Party in exercising any right under this Contract will not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.
  6. **PUBLICITY**
     1. Without prejudice to clause B38 (Freedom of Information and Transparency), except with the written consent of the Authority, (such consent not to be unreasonably withheld or delayed), the Provider must not make any press announcements in relation to this Contract in any way.
     2. The Provider must take all reasonable steps to ensure the observance of the provisions of clause B45.1 by all its staff, servants, agents, consultants and sub-contractors.
  7. **EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY**
     1. Nothing in this Contract creates a partnership or joint venture or relationship of employer and employee or principal and agent between the Authority and the Provider.

* 1. **GOVERNING LAW AND JURISDICTION**
     1. This Contract will be governed by and interpreted in accordance with English Law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.
     2. Subject to the provisions of clause B30 (Dispute Resolution), the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Contract.

1. **SPECIAL TERMS AND CONDITIONS**
   1. **EXTENDING THE DURATION OF CONTRACT**
      1. If the Authority wishes to extend this Contract, it shall give the Provider at least 3 months' written notice of such intention before the Expiry Date set out in clause A3.3 (Commencement and Duration).
      2. If the Authority gives such notice, the Expiry Date will be extended by the period set out in the notice.
   2. **INSURANCE**
      1. Clause B27.1 (Insurance) will not apply to this Contract.
      2. The Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing the following levels of cover:
         1. public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;
         2. employer's liability insurance with a limit of indemnity of not less than £5,000,000;
         3. professional indemnity insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants and sub-contractors involved in the provision of the Services hold and maintain appropriate cover;

(together the **Required Insurances**).

* + 1. If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
  1. **CONTRACT BINDING ON SUCCESSORS**
     1. This Contract will be binding on and will be to the benefit of the Authority and Provider and their respective successors and permitted transferees and assigns.
  2. **AGENCY**
     1. The Provider must not in any circumstances hold itself out as being the servant or agent of the Authority. The Provider must not hold itself out as being authorised to enter into any agreement on behalf of the Authority or in any way bind the Authority to the performance, variation, release or discharge of any obligation to a third party. The Provider’s staff shall not hold themselves out to be and shall not be held out by the Provider as being servants or agents of the Authority.
  3. **HUMAN RIGHTS**
     1. The Provider must not do or permit to allow anything to be done which is incompatible with the rights contained in the European Convention on Human rights and the Human Rights Act 1998. Without prejudice to the rights of the Authority under clause B25 (Indemnities), the Provider must indemnify the Authority against any loss, claims and expenditure resulting from the Provider’s breach of this clause.
  4. **SCRUTINY BOARD/EXECUTIVE BOARD ASSISTANCE**
     1. If required or reasonably requested by the Authority to do so, the Provider must throughout the period of this Contract and for a period of six (6) years after the expiry of this Contract give all reasonable assistance to the Authority’s Security Board and/or Executive Board and to any other board with a similar status, including attending the Authority’s Scrutiny and/or Executive Board in order to answer questions pertaining to this Contract.
  5. **HEALTH AND SAFETY**
     1. The Provider must promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of this Contract.
     2. The Provider must comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, orders regulations and codes of practice relating to health and safety which may apply to the Provider’s staff and other persons working on the Provider’s Premises in the performance of this Contract.
     3. The Provider must on written request of the Authority and in any event within 5 Business Days of that request, provide the Authority with a copy of its health and safety policy statement (as required by the Health and Safety at Work Act 1974).
  6. **DISCLOSURE AND BARRING SERVICE**
     1. The Provider must have policies and procedures which acknowledge and provide for ongoing monitoring of the Staff, including undertaking further DBS disclosures every three years.
     2. The Provider must keep and must procure that the Authority is kept advised at all times of any Staff who, subsequent to their commencement of employment, receives a relevant conviction, caution, reprimand or warning or whose previous relevant convictions, cautions, reprimands or warnings become known to the Provider (or any employee of a Sub-Contractor involved in the provision of the Services).
  7. **BRANDING POLICY**
     1. Not applicable.
  8. **CONFLICTS OF INTEREST**
     1. If a Party becomes aware of any conflict of interest which is likely to have an adverse effect on the other Party’s decision whether or not to contract or continue to contract substantially on the terms of this Contract, the Party aware of the conflict must immediately declare it to the other. The other Party may then take whatever action under this Contract as it deems necessary.
  9. **INTELLECTUAL PROPERTY**

All Intellectual Property Rights belonging to a Party prior to the execution of this Agreement shall remain vested in that Party”

* 1. **CHANGE IN CONTROL**
     1. This clause applies to any Provider Change in Control and/or any Material Sub-Contractor Change in Control, but not to a Change in Control of a company which is a Public Company.
     2. The Provider must:
        1. as soon as possible on, and in any event within 5 Business Days following, a Provider Change in Control; and/or
        2. immediately on becoming aware of a Sub-contractor Change in Control, notify the Authority of that Change in Control and submit to the Authority a completed Change in Control Notification.
     3. If the Provider indicates in the Change in Control Notification an intention or proposal to make any consequential changes to its operations then, to the extent that those changes require a change to the terms of this Contract in order to be effective, they will only be effective when a Variation is made in accordance with clause B22 (Variations). The Authority will not and will not be deemed by a failure to respond or comment on the Change in Control Notification to have agreed to or otherwise to have waived its rights under clause B22 (Variations) in respect of that intended or proposed change.
     4. The Provider must specify in the Change in Control Notification any intention or proposal to make a consequential change to its operations which would or would be likely to have an adverse effect on the Provider’s ability to provide the Services in accordance with this Contract. If the Provider does not do so it will not be entitled to propose a Variation in respect of that for a period of 6 months following the date of that Change in Control Notification, unless the Authority agrees otherwise.
     5. If the Provider does not specify in the Change in Control Notification an intention or proposal to sell or otherwise dispose of any legal or beneficial interest in the Provider’s Premises as a result of or in connection with the Change in Control then, unless the Authority provides its written consent to the relevant action, the Provider must:
        1. ensure that there is no such sale or other disposal which would or would be likely to have an adverse effect on the Provider’s ability to provide the Services in accordance with this Contract; and
        2. continue providing the Services from the Provider’s Premises,

in each case for at least 12 months following the date of that Change in Control Notification. The provisions of this clause will not apply to an assignment by way of security or the grant of any other similar rights by the Provider consequent upon a financing or re-financing of the transaction resulting in Change of Control.

* + 1. The Provider must supply (and must use its reasonable endeavours to procure that the relevant Sub-contractor supplies) to the Authority, whatever further information relating to the Change in Control the Authority may, within 20 Business Days after receiving the Change in Control Notification, reasonably request.
    2. The Provider must use its reasonable endeavours to ensure that the terms of its contract with any Sub-contractor include a provision obliging the Sub-contractor to inform the Provider in writing on, and in any event within 5 Business Days following, a Sub-contractor Change in Control in respect of that Sub-contractor.
    3. If:
       1. there is a Sub-contractor Change in Control; and
       2. following consideration of the information provided to the Authority in the Change in Control Notification or under clause C14.6, the Authority reasonably concludes that, as a result of that Sub-contractor Change in Control, there is (or is likely to be) an adverse effect on the ability of the Provider and/or the Sub-contractor to provide Services in accordance with this Contract (and, in reaching that conclusion, the Authority may consider any factor, in its absolute discretion, that it considers relevant to the provision of Services),

then:

* + - 1. the Authority may, by serving a written notice upon the Provider, require the Provider to replace the relevant Sub-contractor within 10 Business Days (or other period reasonably specified by the Authority taking into account the interests of Service Users and the need for the continuity of Services); and
      2. the Provider must duly replace the relevant Sub-contractor within the period specified under clause C12.8c.
    1. Notwithstanding any other provision of this Contract:
       1. a Restricted Person must not hold, and the Provider must not permit a Restricted Person to hold, at any time 5% or more of the total value of any Security in the Provider or in the Provider’s Holding Company or any of the Provider’s subsidiaries (as defined in the Companies Act 2006); and
       2. a Restricted Person must not hold, and the Provider must not permit (and must procure that a Sub-contractor must not at any time permit) a Restricted Person to hold, at any time 5% or more of the total value of any Security in a Sub-contractor or in any Holding Company or any of the subsidiaries (as defined in the Companies Act 2006) of a Sub-contractor.
    2. If the Provider breaches clause C12.9b, the Authority may by serving written notice upon the Provider, require the Provider to replace the relevant Sub-contractor within:
       1. 5 Business Days; or
       2. whatever period may be reasonably specified by the Authority (taking into account any factors which the Authority considers relevant in its absolute discretion, including the interests of Service Users and the need for the continuity of Services),

and the Provider must replace the relevant Sub-contractor within the period specified in that notice.

* + 1. Nothing in this clause will prevent or restrict the Provider from discussing with the Co-ordinating Commissioner a proposed Change in Control before it occurs. In those circumstances, all and any information provided to or received by the Authority in relation to that proposed Change in Control will be Confidential Information.
    2. Subject to the Law and to the extent reasonable the Parties must co-operate in any public announcements arising out of a Change in Control.
    3. For the purposes of this clause:

**Change in Control** means any sale or other disposal of any legal, beneficial or equitable interest in any or all of the equity share capital of a corporation (the effect of which is to confer on any person (when aggregated with any interest(s) already held or controlled) the ability to control the exercise of 50% or more of the total voting rights exercisable at general meetings of that corporation on all, or substantially all, matters), provided that a Change in Control will be deemed not to have occurred if after any such sale or disposal the same entities directly or indirectly exercise the same degree of control over the relevant corporation

**Change in Control Notification** means a notification in the form to be provided to the Provider by the Authority and to be completed as appropriate by the Provider

**Holding Companies** has the definition given to it in section 1159 of the Companies Act 2006

**Institutional Investor** means an organisation whose primary purpose is to invest its own assets or those held in trust by it for others, including a bank, mutual fund, pension fund, private equity firm, venture capitalist, insurance company or investment trust

**Provider Change in Control** means any Change in Control of the Provider or any of its Holding Companies

**Public Company** means a company which:

* 1. has shares that can be purchased by the public; and
  2. has an authorised share capital of at least £50,000 with each of the company’s shares being paid up at least as to one quarter of the nominal value of the share and the whole of any premium on it; and
  3. has securities listed on a stock exchange in any jurisdiction

**Restricted Person** means:

1. any person, other than an Institutional Investor, who has a material interest in the production of tobacco products or alcoholic beverages; or
2. any person who the Authority otherwise reasonably believes is inappropriate for public policy reasons to have a controlling interest in the Provider or in a Sub-contractor

**Security** means shares, debt securities, unit trust schemes (as defined in the Financial Services and Markets Act 2000), miscellaneous warrants, certificates representing debt securities, warrants or options to subscribe or purchase securities, other securities of any description and any other type of proprietary or beneficial interest in a limited company

**Sub-contractor Change in Control** means any Change in Control of a Sub-contractor or any of its Holding Companies.

* 1. **TUPE**

Not applicable.

* 1. **SERVICES**
     1. If the Provider at any time becomes aware of any act or omission, or proposed act or omission by the Authority which prevents or hinders, or may prevent or hinder the Provider from performing the Services in accordance with the Contract, the Provider shall inform the Authority.
     2. If the Provider at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, the Provider shall inform the Authority immediately.
     3. The Authority retains the Provider for the performance of the Services on a non exclusive basis.
  2. **WITHHOLDING AND/OR DISCONTINUATION OF SERVICE**
     1. If the Provider proposes not to provide or to stop providing a Service to any Service User under clause B2.1 the Provider must provide the Authority with sufficient relevant information in order to assist with the continuity of care for the Service User;
  3. **SERVICE AND QUALITY OUTCOMES INDICATORS**
     1. The Provider must carry out the Services in accordance with the Law and Good Clinical Practice and must, unless otherwise agreed (subject to the Law) with the Authority in writing provide the Authority with all reasonable co-operation and assistance in relation to any investigation, including all reasonable information requested, reasonable access to the Provider’s premises and/or the premises of any Sub-contractor and access to the Staff;
  4. **STAFF**
     1. Clause B7.1e will not apply to this Contract and will be replaced by Clause C17.2.
     2. At all times, the Provider must ensure that it can provide a valid DBS Certificate (Standard, Enhanced or Enhanced and DBS Barred List according to the relevant position) for each of the Staff engaged in the Services
  5. **CHARGES AND PAYMENT**
     1. The Authority reserves the right to withhold payment of the relevant part of the Charges without payment of interest where the Provider has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to the Authority’s satisfaction.
     2. The Provider shall bear the costs of any change in Law which affects the provision of the Services.
  6. **EQUIPMENT**
     1. The Provider warrants to the Authority that to the extent that any goods, equipment or consumables are provided as part of the Services they will be free from defects in design, material and workmanship and be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
  7. **COMPLAINTS**
     1. If a complaint is received about the standard of the provision of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Provider’s obligations under this Contract, then the Authority may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Provider, CQC or/and any Regulatory Body. Without prejudice to any other rights the Authority may have under this Contract, the Authority may, in its sole discretion, uphold the complaint and take any action specified in clause B28 (Default and Failure to Supply).
  8. **BUSINESS CONTINUITY**
     1. Clause B34.2 will not apply to this Contract.
     2. The Provider must maintain a Business Continuity Plan designed to recover the Services within time periods specified by the Authority and must cooperate with the Authority to review, evaluate and audit this plan and to conduct exercises designed to test its effectiveness in practice.
     3. The Provider must notify the Authority as soon as reasonably practicable of the activation of its Business Continuity Plan and in any event no later than 5 Business Days from the date of such activation.
  9. **RECORD KEEPING AND MONITORING**
     1. In order to assist the Authority in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Provider shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Provider shall on request allow the Authority or the Authority’s representatives such access to (and copies of) those records as may be required by the Authority in connection with the Contract.
     2. The Provider will at its own cost, provide any information that may be required by the Authority to comply with the Authority’s procedures for monitoring of the Contract. If required by the Authority to do so the Provider shall throughout the Contract Period and for a period of six months after the Contract Period arrange for the attendance of relevant officers or representatives at the Authority’s Overview and Scrutiny Board and/or Cabinet in order to answer questions and provide information relating to the Contract. If any such assistance is provided following the Contract Period the Authority shall pay the reasonable expenses of the Provider in doing so.
  10. **COSTS AND EXPENSES**
      1. Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.
  11. **NON SOLICITATION AND OFFERS OF EMPLOYMENT**
      1. The Provider agrees that it will not, without the prior written consent of the Authority, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:
         1. solicit or entice, or endeavour to solicit or entice, away from the Authority, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Authority at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination;
         2. attempt, or knowingly assist or procure any other person to do the above.

**APPENDIX A: SERVICE SPECIFICATION(S)**

**SERVICE SPECIFICATIONS**

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| **Service Specification No.** | **1** |
| **Service** | **Emergency Hormonal Contraception** |

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| **1. Population Needs** |
| **1.1 National/local context and evidence base**  ***A Framework for Sexual Health Improvement in England*** (Department of Health) along with ***Health Promotion for Sexual Health and Reproductive Health and HIV*** (Public Health England)highlight the need to: -   * Reduce unwanted pregnancies by ensuring that people have access to the full range of contraception and; * Support women with unwanted pregnancies to make informed decisions about their options as early as possible   <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/142592/9287-2900714-TSO-SexualHealthPolicyNW_ACCESSIBLE.pdf>  <https://www.gov.uk/government/publications/sexual-and-reproductive-health-and-hiv-strategic-action-plan>  Locally, Knowsley also identifies the following priorities: -   * Ensuring availability of a range of contraception choices. * Ensuring residents know how to access available contraception. * Improving access to all methods of contraception including Emergency Hormonal Contraception. * Increase awareness of sexual health, including Child Sexual Exploitation (CSE), among local healthcare professionals and relevant non-health practitioners particularly those working with vulnerable groups, including those working with people with learning difficulties. * Reducing unplanned pregnancies including in the under-18 cohort. * Reducing unwanted pregnancy after childbirth. |
| **2. Key Service Outcomes** |
| The Provider will offer a user-friendly, non-judgmental, client-centred and confidential service.  The Provider will offer a service that is welcoming to young people.  The Provider must ensure the privacy of Service Users.  Other appropriate reference sources will be utilised where appropriate.  The Provider will ensure that Staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service, including sensitive, Service User centred communication skills and accreditation. **Staff providing this service must be accredited via the self-declaration process of the Centre for Post Graduate Pharmacy Education (CPPE) and it is the responsibility of the Provider to hold evidence of accreditation for audit purposes.**  The Provider must ensure that Staff involved in the provision of the service are aware of and operate within local protocols.  The Provider will make available to Service Users appropriate health promotion material which may include websites or apps and actively promote its use and discuss the contents of the material with the Service User.  The Provider must review its standard operating procedures and the referral pathways for the service every two years.  The Provider must participate in any audit of service provision as required by the Authority.  The Provider must cooperate in any assessment of service user experience as required by the Authority.  Pharmacists operating this service must complete a CPPE declaration of competence for Emergency Contraception, enable their CPPE viewer within their CPPE profile to allow Knowsley Borough Council to ensure up to date declarations and complete the registration process on Pharmoutcomes.  The service will be provided during the Provider’s normal opening hours. |
| **3. Scope** |
| **3.1 Aims and objectives of service**   * To increase knowledge, especially amongst young people, of contraception. * To increase knowledge of risks associated with STIs. * To improve access to emergency contraception and sexual health advice. * To increase the appropriate use of Emergency Hormonal Contraception by women who have had unprotected sex and help contribute to a reduction in the number of unplanned pregnancies in the client group. * To refer Service Users, especially those from hard-to-reach groups, into mainstream contraceptive services. * To increase knowledge of risks associated with STIs. * To refer Service Users who may have been at risk of STIs to an appropriate service. * To strengthen the local network of contraceptive and sexual health services to help ensure easy and swift access to advice.   **3.2 Service description/pathway**  **3.2.1 Service description**  The Provider will supply Levonorgestrel or Ulipristal Emergency Hormonal Contraception (EHC) when appropriate to Service Users in line with the requirements of the locally agreed Patient Group Directions (PGDs) for Service Users who meet the criteria set down in the patient group direction.  The supply will be made free of charge to the Service User.  The Provider will link into existing networks for community contraceptive services and utilise local signposting information so that women who need access to alternative services may do so. The relevant signposting information will be shared with the provider(s) and linked from PharmOutcomes.  Service Users excluded from the PGD criteria will be referred to another local service that will be able to assist them, as soon as possible.  The Provider will provide support and advice to Service Users accessing the service, including advice on the avoidance of pregnancy and sexually transmitted infections (STIs) through safer sex and condom use, advice on the use of regular contraceptive methods and provide onward signposting to services that provide long-term contraceptive methods and diagnosis and management of STIs.  **3.2.2 Service outline**  A service will be provided that assesses the need and suitability for a Service User to receive EHC, in line with the PGDs. Where appropriate a supply will be made; where a supply of EHC is not appropriate, advice and referral to another source of assistance, if appropriate, will be provided. Service Users who have exceeded the time limit for EHC will be informed about the possibility of use of an IUD and should be referred to a local service as soon as possible.  Advice which may be verbal, written or in the form of websites and apps on the avoidance of STIs and the use of regular contraceptive methods, including advice on the use of condoms, will be provided to the Service User. This should be supplemented by a referral (where appropriate) to a service that can provide treatment and further advice and care.  The Provider must maintain appropriate records to ensure effective ongoing service delivery and audit. Records will be confidential and should be stored securely and for a length of time in line with local NHS record retention policies.  The Provider may need to share relevant information with other health care professionals and agencies, in line with locally determined confidentiality arrangements, including, where appropriate, the need for the permission of the Service User to share the information.  **3.3 Population covered**  This is an open access service.  **3.4 Any acceptance and exclusion criteria and thresholds**  Inclusion and exclusion criteria, which are detailed in the PGDs, will be applied during provision of the service.  **3.5 Interdependencies with other services**  The Provider will be required to work with the Councils commissioned sexual health service. |
| **4. Applicable Service Standards** |
| 4.1 Applicable national standards e.g., NICE  The service will be provided in compliance with Fraser guidance and Department of Health guidance on confidential sexual health advice and treatment for young people aged under 16 and local child and vulnerable adult protection guidelines. The service must also be delivered in compliance with the Caldicott Principles and Guidance. |

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| **Service Specification No.** | **2** |
| **Service** | **Community Pharmacy Needle and Syringe Programme (NSP)** |

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| **1. Population Needs** |
| **1.1 National/local context and evidence base**  **National Context:**  Drug misuse is a major source of harm in our local communities resulting in a range of harm including drug related crime and anti-social behavior, deliberate self-harm, suicide, and short and long-term damage to physical and mental health, harm to unborn babies, child neglect and early mortality, as well as increased risk taking in sexual behavior. Many accidental injuries and road traffic accidents are attributable to substance misuse, and it is linked to negative effects on the economy and incalculable misery for individuals and families.  The Governments [From Harm to Hope Drug Strategy](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1079147/From_harm_to_hope_PDF.pdf) (2021) sets out a ten year drugs plan to cut crime and save lives delivering a world class treatment and recovery services that aims to:   * Reduce overall drug use * Reduce drug related crime * Reduce drug related deaths and harms * Reduce the levels of drug supply * Improve recovery outcomes * Increase engagement in treatment   The government aim to boost the sectors health professional workforce and expand evidence-based treatments and interventions which include needle syringe programmes. A local outcomes framework has been implemented by the Office for Health Improvement and Disparities to provide key information to monitor local performance and activity against the key objectives outlined within the National Drug Strategy.  People who inject PWID who inject are vulnerable to a wide range of health harms increasing levels of morbidity and mortality including blood borne viral infections, bacterial infections and overdose. HIV, HBC and HCV are transmitted through sharing needles syringes and other injecting equipment.  NSP harm reduction provision was reduced during the COVID-19 pandemic. Data from the UAM Survey enhanced COVID-19 questionnaire indicate that access to harm reduction services across EWNI continued to be impacted by the COVID-19 pandemic in 2021, with 15% of participants reporting greater difficulties accessing equipment for the safer use and/or injection of drugs when compared to 2019.  The data below, taken from the recent ‘Shooting Up’ report highlights national figures relating to people who inject drugs (PWID). It is anticipated that a successful Needle and Syringe Programme will reduce the harm and reduce risky behaviours associated with PWID, particularly in the sharing of syringe equipment.   |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **Area** | **Category** |  | **2017** | **2018** | **2019** | **2020** | **2021** | **Further information** | | England | *Indirect sharing self-reported by people initiating drug treatment* | *%* | *13* | *13* | *13* | *13* | *12* | [NDTMS (further information here)](https://www.ndtms.net/) | | England, Wales & Northern Ireland | *People who are currently injecting drugs* | ***%*** | *17* | *16* | *17* | *18* | *18* | [UAM Survey of PWID  (further information here)](https://www.gov.uk/government/publications/people-who-inject-drugs-hiv-and-viral-hepatitis-monitoring) | | *People who are currently injecting drugs aged under 25 years* | ***%*** | *20* | *25* | *20* | *23* | *17* | | *People who are currently injecting drugs and who first injected during the preceding 3 years* | ***%*** | *20* | *21* | *18* | *18* | *14* | | England, Wales & Northern Ireland | *People who are currently injecting drugs* | ***%*** | *38* | *38* | *39* | *36* | *39* | [UAM Survey of PWID  (further information here)](https://www.gov.uk/government/publications/people-who-inject-drugs-hiv-and-viral-hepatitis-monitoring) | | |   *Source: Public Health England, Shooting Up report. Available from:* [*https://www.gov.uk/government/publications/shooting-up-infections-among-people-who-inject-drugs-in-the-uk*](https://www.gov.uk/government/publications/shooting-up-infections-among-people-who-inject-drugs-in-the-uk)  From 01/07/2022 to 30/06/2023 Pharmacy Needle Syringe Programmes provided 57% of all NSP services across Knowsley with 77% of separate visits being for Pharmacy Needle Syringe Programmes across service users.  **Local Context:**  The latest prevalence estimate available from Office for Health Improvement and Disparities, produced by Liverpool John Moores University (based on 2016/17 data), indicates that Knowsley had a 15–64-year-old population of 95,572 and has an estimated total number of 1,145 Opiate and Crack Users (OCUs)(with a 95% confidence interval of between 853 –1,421). Therefore, it is estimated that per thousand of the population Knowsley has 12.0 OCU’s compared to the national average of 8.9 OCU’s per thousand of the population. Ambition for addressing unmet need for treatment will be determined locally, in the context of an integrated approach to alcohol and drug harm and any broader local public health strategy.   |  |  |  | | --- | --- | --- | |  | **Estimated Number of Users** | **Rate per thousand of the population** | | **OCUs** | 1,145 | 11.98 | | **Opiate** | 969 | 10.14 | | **Crack** | 646 | 6.76 |   **Unmet need for Opiate and/or crack users (OCU) within Knowsley:**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Unmet need** | **2017/18 (%)** | **2018/19 (%)** | **2019/20 (%)** | **2020/21 (%)** | **2021/22 (%)** | | Not in treatment (% is a point estimate) | 52 | 53 | 55 | 56 | - | | In treatment (% is derived from a point estimate) | 48 | 47 | 45 | 44 | - |   Unmet need data across OCU in Knowsley provides prevalence estimates of the number of opiate and/or crack users that are in need of specialist treatment and the rate of unmet need gives the proportion of those not currently in treatment. Prevalence data of OCU users past 2016/17 are not available yet the rate of unmet need figures between 2017/2018 -2020-21 have been estimated using the available OCU 2016/17 prevalence estimates.  **Currently, in Knowsley injecting behaviour as of 2021/22 is as follows:**   |  |  |  | | --- | --- | --- | | **Injecting Behaviour as a proportion of those in treatment** | | | |  | Knowsley (%) | England (%) | | **Never previously injected:** | 90 | 83 | | **Previously injected** | 7 | 11 | | **Currently injecting** | 3 | 6 |   *Source: NDTMS*  **Knowsley Injecting behaviour Adult Profiles: New Presentations**  A screenshot of a computer  Description automatically generated  *Source: NDTMS*  Translated to a count of total numbers, in the Knowsley treatment population there are:   * Never previously injected:384 * Previously injected: 29 * Currently injecting: 13   The relatively low numbers should be however approached with caution as there are limitations on self-reported data. Localised monitoring systems suggest that despite low self-reported injecting status recorded on NDTMS, this may not be translated to practice. In addition, there are cohorts of PWID who do not access treatment as well as injectors of performance and image enhancing drugs (PIEDs) who are likely to access pharmacy-based Needle Syringe Programmes (NSPs).  People who inject drugs (PWID) constitute a vulnerable group who are at an elevated risk of contracting and transmitting several blood borne viruses (BBVs), including HIV, hepatitis B and hepatitis C. This can transpire through various risk behaviours, such as needle reusing and sharing needles, and unprotected sex – activities that have declined in recent years but still remain a significant problem. PWID are also more likely to encounter acute bacterial infections, following poor care of injection wounds. Furthermore, PWID are often exposed to socioeconomic inequalities and poor physical and mental health. Such experiences among PWID are exacerbated by unemployment, inadequate nutrition, stigma, social isolation and crime, leading to increased morbidity and mortality.  In Merseyside there is evidence to suggest that the number of individuals injecting opiates and stimulants, such as heroin or cocaine respectively, is decreasing. Concurrently, injectors of performance and image enhancing drugs (PIEDs), such as anabolic steroids, are increasing. As a public health challenge, injectors of PIEDs tend to engage in risky behaviour, such as sharing equipment, yet don’t necessarily identify themselves as being ‘typical’ drug users, i.e., those taking psychoactive substances like heroin or cocaine, and may need additional support.  Consequently, different Service Users are likely to have unique needs for equipment, information and approaches to engagement. It is therefore important to understand how PWID are able to effectively, or ineffectively, access and utilise appropriate harm reduction services, including Needle and Syringe Programmes (NSPs).  In England, NSPs are provided by specialised drug services, as well as increasingly in local pharmacies, and are credited for their provision of safe and clean equipment to PWIDs. While their practices are informed by NICE guidelines (NICE, 2014), NSPs aim to encourage PWID to reduce risky behaviours and avoid dangers of overdose. From a public health perspective, NSPs further aim to minimise harm to the general public, including health professionals, who may be at an increased risk of infection when being exposed to contaminated needles and unprotected flesh.  People who inject drugs using contaminated equipment (for either the preparation or injection of their drugs) are at risk of contracting – and transmitting – blood-borne viruses such as HIV, Hepatitis B and Hepatitis C. They are also at risk of a range of other infectious diseases and injection-site infections.  **1.2 Background information**  Section 12 of the Health and Social care Act 2012 required local authorities in England from 2013 to take responsibility for improving the health of their local populations through the provision of a range of public health services and interventions including alcohol and drug treatment services. Local authorities have increased responsibility for commissioning and funding high quality drug and alcohol services that aim to reduce harm, engage populations into treatment and supports long term recovery.  National Institute for Clinical Excellence (NICE): <https://www.nice.org.uk/guidance/ph52>  National Scheme Logo: The following logos should be made visible within the pharmacy setting:  NEX  Contact [leanda.spence@Knowsley.gov.uk](mailto:leanda.spence@Knowsley.gov.uk) (07385944968) for additional supplies  **1.3**  **Training**  **The pharmacist must satisfy the requirements of the CPPE self-declaration of competence “Needle and syringe programme” and complete a declaration of competence which can be located** [**here**](https://www.cppe.ac.uk/services/docs/needle%20and%20syringe%20programme%20(nsp).pdf).  Suggested training which will support pharmacies deliver this service:  The Provider is required to ensure that all pharmacists and pharmacy technicians are fully compliant when providing NSP services and have the relevant qualifications, registrations and completed relevant Centre for Pharmacy Postgraduate Education (CPPE) declaration of competence.  CPPE e- learning which supports this declaration includes:  [Substance use and misuse (July 2021)](https://www.cppe.ac.uk/programmes/l?t=Substance-E-02&evid=53231): CPPE e-Course  [Substance use and misuse (2023): CPPE](https://www.cppe.ac.uk/programmes/l?t=SubstanceEC-A-03&evid=56790)- e- Assessment  [Addiction, misuse and dependency (June 2017)](https://www.cppe.ac.uk/programmes/l?t=Addict-E-02&evid=53098)**: *A focus on over-the counter and prescribed medicines:***CPPE e-learning module    **Other training suitable for all staff**    <http://www.frontiersharpsafety.com/> - Training modules    <http://www.ipedinfo.co.uk/index.html> - Information and videos for training on Steroid Injecting |
| **2. Key Service Outcomes** |
| See aims and objectives below. |
| **3. Scope** |
| **3.1 Aims and objectives of service**  To reduce the transmission of blood-borne viruses and other infections caused by sharing injecting equipment.  To do this the objectives include reducing harm caused by injecting drug use and provide:   * advice on safer injecting practices * advice on minimising the harm done by drugs, including image- and performance- enhancing drugs * advice on how to avoid and manage an overdose * information on the safe handling and disposal of injecting equipment * access to blood-borne virus testing, vaccination and treatment services * help to stop injecting drugs, including access to drug treatment (for example, opioid substitution therapy) and encouragement to switch to safer drug taking practices * To maximise the access and retention of all injectors, especially the highly socially excluded. * To help Service Users access other health and social care services and to act as a gateway to other services (e.g., key working, prescribing, Hepatitis B immunisation, Hepatitis and HIV Screening, Primary Care Services etc).   **3.2 Service description/pathway**  **3.2.1 Service description**  The Authority will provide the needles, syringes and associated materials and will commission a clinical waste disposal service for each participating pharmacy. The frequency of waste collection will be agreed to ensure there is not an unacceptable build-up of clinical waste on the pharmacy premises.  The Provider will provide access to sterile needles and syringes, and sharps containers for return of used equipment and associated materials (for example condoms, citric acid and swabs) to promote safe injecting practices and reduce transmission of infections by Service Users. The Provider will provide advice relevant to the type of drug and injecting practices, especially higher risk practices such as injecting in the groin or neck.  The Provider will offer a user-friendly, non-judgmental, Service User centred and confidential service. The Provider will ensure that Service Users receive adequate supplies which may include sufficient quantities to allow for secondary distribution. However, the Provider will encourage Service Users to promote direct access and further engagement for those in receipt of secondary supplies.  Used equipment should be returned by the Service User for safe disposal in sharps bins. If equipment is not returned, this should not restrict further supply, but the Provider must encourage safe practice and the return of supplies.  The Service User will be provided with appropriate health promotion materials.  The Provider will provide support and advice to the Service User, including referral to other health and social care professionals and specialist drug and alcohol treatment services where appropriate.  The Provider will promote safe practice to the Service User, including advice on sexual health and STIs, HIV and Hepatitis C transmission and Hepatitis B immunisation.  **3.2.2 Procedure for supply of needle and syringe exchange materials**   1. Health Care Assistant or outreach worker to check in with pharmacies on a monthly basis. 2. If the pharmacy requires items for the needle exchange, Health Care Assistant or Outreach worker will fax order to Frontier Medical Group. 3. Health care assistant will assure pharmacy liaison is maintained on a quarterly basis in form of face-to-face drop in. 4. The address of the pharmacy will be put on order form, for direct delivery to the pharmacy. 5. Pharmacies should monitor their stock usage over each month in order to estimate their stock requirements for the following month. Although adequate levels of stock should be maintained, in order to avoid stock becoming out of date, pharmacies should avoid over ordering.   For further information contact [Catherine.Shaw@cgl.org.uk](mailto:Catherine.Shaw@cgl.org.uk) or telephone 0151 546 9557 /0151 482 6291.  **3.2.3 Procedure for collection of needle and syringe exchange materials**  The Provider is required to fill out the attached ‘Clinical Waste Pre-Acceptance Audit’ form. This is a legal requirement and must be re-submitted every five years.    The Provider will return this form to the Councils Waste Management Service using the following email address: -  [WasteandRecycling@knowsley.gov.uk](mailto:WasteandRecycling@knowsley.gov.uk)  On acceptance, the provider will contact the service using the same email address or by calling 0151 443 2831 to arrange collections as and when required.  Collections are provided on Friday only and a minimum of 48 hours’ notice is required.  **3.3 Population covered**  This is an open access service.  **Population data collection & Information Sharing**  The Provider is required to ensure that wherever possible, for all clients attending the NSP that the relevant PharmOutcomes form is completed which will include: -   * Date of supply * Postcode * Initials * Gender * Date of birth * Number of and detail of the NSP equipment provided * Number of sharps bins returned * Brief harm minimisation and health promotions delivered   Non-provision of this information should not prevent a patient from accessing a NSP service.   * Internet access must be available for input of data onto PharmOutcomes. * This is excepting in circumstances were withholding information or seeking the service user’s permission to share may put others at risk (e.g., in certain Child Protection or Safeguarding situations).   Pharmacists promote and facilitate referrals to additional sources of support and advice needed, including provision of pathways into e.g specialist substance misuse treatment services, primary care, dentistry, sexual health, mental health and outreach, homeless and hostel services.  **3.4 Any acceptance and exclusion criteria and thresholds**  None.  **3.5 Interdependencies with other services**  None.  **3.6 Any activity planning assumptions**  None.  **3.7 Invoicing & Payments**   * In order to comply with data collection and invoicing requirements pharmacies will ensure that each exchange is recorded on the Pharmoutcomes system. * Pharmacies are responsible for keeping service user records up to date via Pharmoutcomes. * A payment of £2.10 will be made to the Provider for a transaction of one or more items exchanged. * Pharmacies are eligible to claim a £35 monthly retainer fee for providing needle and syringe programme provision locally. * Invoices for the previous month’s exchange activity will automatically be generated through the Pharmoutcomes system on the 7th day of each month. It is the pharmacy contractor’s responsibility to ensure that all activity is recorded on Pharmoutcomes prior to this date. * Payment will be made via BACS to the bank account details provided. |
| **4. Applicable Service Standards** |
| **4.1 Applicable national standards e.g., NICE**  The Provider will follow best practice via NICE Guidance PH52 relating to Needle & Syringe exchange services - <https://www.nice.org.uk/guidance/ph52>  **4.2 Applicable local standards**   * Pharmacists delivering the service are required to complete a self-declaration of competence via the Centre for Pharmacy Postgraduate Education (CPPE). * An up to date declaration of competence can be found here: <https://www.cppe.ac.uk/services/docs/needle%20and%20syringe%20programme%20(nsp).pdf> and must be completed by the pharmacy taking part in the programme at least every two years * The provider should consider access to flu vaccination for this vulnerable cohort. * The Provider reviews its standard operating procedures and the referral pathways for the service every two years. * The Provider will ensure that Staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service. The Provider will maintain competencies and ensure records of all trained staff are held for audit purposes. * The Provider will further direct Staff delivering on this service to complete training modules via <http://www.frontiersharpsafety.com/> and refer to [National Public Health Guidance](https://www.gov.uk/government/publications/treating-substance-misuse-and-related-harm-turning-evidence-into-practice/services-for-image-and-performance-enhancing-drug-iped-users-turning-evidence-into-practice)  on services for image and performance enhancing drug users. * The Provider must demonstrate that Staff involved in the provision of the service have undertaken training relevant to this service. * The Provider will participate in any audit of service provision. * The Provider must ensure a sufficient level of privacy and safety. * The Provider will ensure that Staff are aware of and operate within local protocols. * The Provider will ensure that Staff are made aware of the risk associated with the handling of returned used equipment and the correct procedures used to minimise those risks. A needle stick injury procedure should be in place. For information and a short training on needle stick injuries please visit <http://www.frontiersharpsafety.com/training/needlestick-injury-12/>. * The Provider must maintain appropriate records to ensure effective ongoing service delivery and audit. * Appropriate protective equipment, including gloves, overalls and materials to deal with spillages, should be readily available close to the storage site. * The Provider must display the national scheme logo indicating participation in the service in a prominent position. * The Provider must actively promote the service. * The Provider must ensure that staff are able to access immunisation for Hepatitis B. * The Provider will share relevant information with other health care professionals and agencies, in line with appropriate confidentiality principles. * The Authority will provide details of relevant referral points which Staff can use to signpost Service Users who require further assistance.   The Authority will ensure that annual training sessions for Needle Exchange are made available to Staff. If you require additional training, please contact: [leanda.spence@Knowsley.gov.uk](mailto:leanda.spence@Knowsley.gov.uk) (07385944968) |

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| **Service Specification No.** | **3** |
| **Service** | **Supervised Consumption for Drug Users** |

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| **1. Population Needs** |
| **1.1 National/local context and evidence base**  Drug misuse is a major source of harm in our local communities resulting in a range of harm including drug related crime and anti-social behavior, deliberate self-harm, suicide, and short and long-term damage to physical and mental health, harm to unborn babies, child neglect and early mortality, as well as increased risk taking in sexual behavior. Many accidental injuries and road traffic accidents are attributable to substance misuse, and it is linked to negative effects on the economy and incalculable misery for individuals and families.  Drug misuse is a major source of harm in our local communities resulting in a range of harm including drug related crime and anti-social behavior, deliberate self-harm, suicide, and short and long-term damage to physical and mental health, harm to unborn babies, child neglect and early mortality, as well as increased risk taking in sexual behavior. Many accidental injuries and road traffic accidents are attributable to substance misuse, and it is linked to negative effects on the economy and incalculable misery for individuals and families.  The Governments [From Harm to Hope Drug Strategy](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1079147/From_harm_to_hope_PDF.pdf) (2021) sets out a ten year drugs plan to cut crime and save lives delivering a world class treatment and recovery services that aims to:   * Reduce overall drug use * Reduce drug related crime * Reduce drug related deaths and harms * Reduce the levels of drug supply * Improve recovery outcomes * Increase engagement in treatment   The government aim to boost the sectors health professional workforce and expand evidence-based treatments and interventions which include the provision across pharmacies to provide supervised consumption of prescribed opiate substitution medication for drug misuse treatment. A local outcomes framework has been implemented by the Office for Health Improvement and Disparities to provide key information to monitor local performance and activity against the key objectives outlined within the National Drug Strategy.  **Local context:**  The latest prevalence estimate available from Public Health England, produced by Liverpool John Moores University (based on 2016/17 data), **indicates that Knowsley had a 15–64-year-old population of 95,572 and has an estimated total number of 1,145 Opiate and Crack Users (OCUs)** (with a 95% confidence interval of between 853 –1,421). Therefore, it is estimated that per thousand of the population Knowsley has 12.0 OCU’s compared to the national average of 8.9 OCU’s per thousand of the population.   |  |  |  | | --- | --- | --- | |  | Estimated Number of Users | Rate per thousand of the population | | **OCUs** | 1,145 | 11.98 | | **Opiate** | 969 | 10.14 | | **Crack** | 646 | 6.76 |   **Unmet need for Opiate and/or crack users (OCU) within Knowsley:**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | **Unmet need** | **2017/18 (%)** | **2018/19 (%)** | **2019/20 (%)** | **2020/21 (%)** | **2021/22 (%)** | | Not in treatment (% is a point estimate) | 52 | 53 | 55 | 56 | - | | In treatment (% is derived from a point estimate) | 48 | 47 | 45 | 44 | - |   Unmet need data across OCU in Knowsley provides prevalence estimates of the number of opiate and/or crack users that are in need of specialist treatment and the rate of unmet need gives the proportion of those not currently in treatment. Prevalence data of OCU users past 2016/17 are not available yet the rate of unmet need figures between 2017/2018 -2020-21 have been estimated using the available OCU 2016/17 prevalence estimates. |
| **2. Key Service Outcomes** |
| See aims and objectives below. |
| **3. Scope** |
| **3.1 Aims and objectives of service**  To ensure compliance with the agreed treatment plan by:   * Dispensing in specified instalments * Ensuring each supervised dose is correctly consumed by the patient for whom it was intended.   The pharmacy should maintain appropriate records of exchange activity to ensure effective ongoing service delivery and audit. All records will be recorded on the Pharmoutcomes system.  To reduce the risk to local communities arising from:   * Over usage or under usage of medicines * Diversion of prescribed medicines onto the illicit drugs market and accidental exposure to the supervised medicines   To provide Service Users with regular contact with substance misuse professionals and to signpost them to access further advice or assistance.  **3.2 Service description/pathway**  Supervision of consumption by an appropriate professional provides the best guarantee that a medicine is being taken as prescribed. Following the introduction of supervised consumption in England and Scotland, methadone-related deaths reduced fourfold (Strang et al 2010).  NICE guidance identifies supervised consumption as a recommended option for maintenance therapy in the management of opioid dependence.  For this to be successful within a community pharmacy setting Methadone and Buprenorphine should be administered daily, under supervision, for at least the first 3 months. Supervision should be relaxed only when the Service User’s compliance is assured. Both drugs should be given as part of a programme of supportive care.  UK Drug Misuse and Dependence Clinical Guidance and NICE guidance relating to the supervised consumption of drugs can be found below:  <https://www.nice.org.uk/guidance/ta114/chapter/1-guidance>  <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/673978/clinical_guidelines_2017.pdf>  **3.2.1 Service description**  The service will require the Provider to supervise the consumption of prescribed medicines at the point of dispensing in the pharmacy, ensuring that the dose has been administered to the Service User.  The Provider will provide support and advice to the Service User, including referral to primary care or specialist centres where appropriate.  This service is concerned with the consumption of methadone, buprenorphine and espranor, as well as other medicines used for the management of opiate dependence.  The Pharmacy will:   * Maintain an accurate register of customers engaged in the service; * Operate an accessible service on a drop-in basis to meet local need; * Facilitate a quiet, discreet and confidential area where consumption of opiates substitute medications can take place; * Dispense and supervise consumption of the opiate substitute medications when prescribed by a drug and alcohol integrated service that is commissioned by Knowsley Metropolitan Borough Council Public Health. * Assess and record clients’ personal and supervision details in line with the Pharmoutcomes supervised consumption templates. * Provide brief harm reduction advice during every supervision. Advice will be relevant to the customer’s needs and may include overdose prevention advice. * Ensure primary healthcare needs of customers are identified and addressed, making direct referrals to specialist services. * Ensure customers’ needs for other public health services delivered by the Pharmacy are identified and addressed. * The Pharmacist will report potential intoxication; missed doses; recommended need for re-titration etc.   **3.2.2 Pathway**  Each Service User will be allocated to a participating Provider by the Authority’s community drugs/alcohol service. It is expected that Service Users will use only the allocated Provider except in exceptional circumstances.  All new Service Users newly titrated to an opiate substitute will be initially placed on daily supervised consumption. This will be reviewed in co-production with the community drug service’s medical officer and the Service User.  The Provider will present the medicine in a suitable ***labelled receptacle*** and will provide the Service User with water to facilitate and/or reduce the risk of doses being held in the mouth.  **3.2.2.1 Missed Prescription Collection**  When a Service User misses a ‘pickup’ or misses several ‘pickups’ in a short period this can be an early warning sign that the Service User may be having difficulties, may be using illicit drugs or may have relapsed. Therefore, the Provider will inform the Authority’s community drugs/alcohol service whenever a Service User has missed two or three ‘pickups’.  If a Service User misses three or more ‘pickups’ on consecutive days or misses a Friday collection for example which includes Friday, Saturday and Sunday doses, **the prescription *should not* be dispensed**, as there is a risk of overdose due to a reduction in tolerance levels and the Provider must notify the Authority’s community drugs/alcohol service, so the treatment programme can be restarted.  **3.2.2.2 Receipt of prescriptions**  Every time a prescription is posted it is accompanied by a prescription confirmation letter that is sent to the Provider. This is to be signed and faxed, emailed via a secure NHS mail back to the Authority’s community drugs/alcohol service by the Provider to confirm that the envelope has been received.  **3.3 Population covered**  Service users in treatment with Knowsley Integrated Recovery Service.  **3.4 Any acceptance and exclusion criteria and thresholds**  None.  **3.5 Interdependencies with other services**  The Provider will share relevant information with other substance misuse professional and agencies, in line with locally determined confidentiality arrangements.  **3.6 Any activity planning assumptions**  None. |
| **4. Applicable Service Standards** |
| **4.1 Applicable national standards e.g., NICE**  NICE guidance identifies supervised consumption as a recommended option for maintenance therapy in the management of opioid dependence.  For this to be successful within a community pharmacy setting Methadone and Buprenorphine should be administered daily, under supervision, for at least the first 3 months. Supervision should be relaxed only when the Service User’s compliance is assured. Both drugs should be given as part of a programme of supportive care.  UK Drug Misuse and Dependence Clinical Guidance and NICE guidance relating to the supervised consumption of drugs can be found below:  <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/673978/clinical_guidelines_2017.pdf>  <https://www.nice.org.uk/guidance/ta114/chapter/1-guidance>  **4.2 Training**  Staff involved in the provision of the service must have undertaken relevant training in the delivery of the service.    The pharmacist must satisfy the requirements of the CPPE self-declaration of competence for “supervised consumption of prescribed medicines” and complete a declaration of competence which can be located [here](https://www.cppe.ac.uk/services/docs/supervised%20consumption%20of%20prescribed%20medicines.pdf):      **Suggested training to deliver this service:**    [Substance use and misuse (July 2021)](https://www.cppe.ac.uk/programmes/l?t=Substance-E-02&evid=53231): CPPE e-Course  [Substance use and misuse (2023): CPPE](https://www.cppe.ac.uk/programmes/l?t=SubstanceEC-A-03&evid=56790)- e- Assessment  [Addiction, misuse and dependency (June 2017)](https://www.cppe.ac.uk/programmes/l?t=Addict-E-02&evid=53098): ***A focus on over-the counter and prescribed medicines:***CPPE e-learning module    **By agreeing to provide this service, the pharmacy is providing assurance that staff are competent and a CPPE declaration of competence has been completed by the pharmacist.**  **4.3 Applicable local standards**   * The Provider will offer a user-friendly, non-judgemental, client centred and confidential service. * The Provider must provide supervised consumption on all of the days that the pharmacy is open for business. * The part of the pharmacy used for provision of the service provides a sufficient level of privacy and safety. * The Provider will ensure that Staff involved in the provision of the service have relevant knowledge and are appropriately trained in the operation of the service. * The Provider will maintain appropriate records to ensure effective ongoing service delivery and audit. * The Provider should consider access to flu vaccination for this vulnerable cohort. * The Authority will arrange at least one Provider meeting per year to promote service development and update the knowledge of Staff. * The Authority will provide details of relevant referral points, which Staff can use to signpost Service Users who require assistance. * The Provider will undertake relevant risk assessment and take appropriate action to reduce cross contamination. * The Provider must review its standard operating procedures and the referral pathways for the service every two year.   The Provider must demonstrate that Pharmacists have undertaken training and signed a declaration of competence relevant to this service e.g., **CPPE substance use and misuse distance learning programme.**  The Provider will participate in any audit of service provision.  The Provider will co-operate with any assessment of service user experience.  **4.4 Invoicing & Payments**   * In order to comply with data collection and invoicing requirements pharmacies will ensure that each exchange is recorded on the Pharmoutcomes system. * Pharmacies are responsible for keeping service user records up to date via Pharmoutcomes. * Invoices for the previous month’s exchange activity will automatically be generated through the Pharmoutcomes system on the 7th day of each month. It is the Provider’s responsibility to ensure that all activity is recorded on Pharmoutcomes prior to this date. * Payment will be made via BACS to the bank account details provided. * In order to comply with data collection and invoicing requirements pharmacies will ensure that each supervised consumption is recorded on the Pharmoutcomes system. * Pharmacies can claim £40 per client per month who are in receipt of OST via supervised consumption. * Ensure that the following information is uploaded to Pharmoutcomes on every occasion: * Number of supervised consumptions per calendar month * Service Users Initials * Service Users Age * Therapy type * Day/date of attendance * Details of supervision * Reason for refusal (if appropriate)   Ensure that the following information is uploaded to PharmOutcomes upon completion of a wellbeing check in:   * Service Users Initials * Service Users Age * Contact details checked Y/N?” completed * Origin of wellbeing check in (GRP/Provider/SU) * Reasons for wellbeing check in (Day/date of attendance * Reason for refusal (if appropriate) |

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| Service Specification No. | **4** |
| Service | **Intermediate Stop Smoking Service in Community Pharmacy and Nicotine Replacement Voucher Scheme.** |

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| 1. Population Needs |
| **1.1 National/local context and evidence base**  In the UK, health inequalities are widening on some important measures such as life expectancy. Smoking is the single biggest preventable cause of these health inequalities and is responsible for about half the difference in death rates in men based on socioeconomic status. In the UK, in 2021, 13.3% of people aged 18 years and over smoked cigarettes, which equates to around 6.6 million people in the population.    Knowsley is the 2nd most deprived local authority in England based on the 2019 English Index of Multiple Deprivation. The rate of smoking prevalence across the borough has been improving in recent years, however Knowsley remains above England and Northwest averages. 16.0% of adults in Knowsley in 2021 were smokers, higher than the England average of 13%. Knowsley has the 2nd highest smoking prevalence in Cheshire and Merseyside, lower than Liverpool (17.8%).  According to the ASH Ready Reckoner 2022, the estimated cost of smoking to Knowsley is £48.21m. This includes:   * Productivity - £32.24m. * Healthcare - £6.38m. * Social Care - £8.43m. * Fire Costs - £1.15m.   Nationally community pharmacies continue to provide valuable stop smoking services and increase access to nicotine replacement therapies and prescription-only drugs to aid quit attempts. In 2022/23 quit rate among clients using pharmacy services was 22% for 4 week quits and 24% for 12 week quits in Knowsley, supporting 53 residents in their attempts to quit smoking. |
| 2. Key Service Outcomes |
| There are a number of challenges facing smoking cessation services.  Key among them are:   * Declining numbers of clients using stop smoking services * Declining quit verification rate using carbon monoxide (CO) monitoring * Management of clients using electronic cigarettes   The main outcome for this service is improvement in the health of the population by reducing smoking prevalence through improved access to high quality pharmacy-based smoking cessation services in Knowsley. |
| 3. Scope |
| **3.1 Aims and objectives of service**  The overall aim of the service is to improve health of the local population and reduce health inequalities associated with smoking.  The following are the key objectives of the service:   * To improve access to high quality evidence-based smoking cessation services, including access to pharmacological smoking cessation aids. * To improve smoking quit rate at 4 and 12 weeks in Knowsley * To reduce smoking-related illnesses and deaths by helping people to give up smoking * To contribute toward achieving the Public Health Outcomes framework targets.   **3.2 Service description/pathway**  This is a composite service specification encompassing the **Intermediate Stop Smoking Service** and **Nicotine Replacement Therapy (NRT) Voucher Scheme**.  ***Individual contractors may elect to provide any of the two services or both. If required, Pharmacies not signing up to provide both services should refer clients to other providers including other pharmacy providers for the service the pharmacy is not providing.***    **3.2.1 Intermediate Stop Smoking Service**  Theservice will provide one-to-one smoking cessation advice and support to people aged over 16 years who want to stop smoking and live, work, study or are registered with a GP in Knowsley. The service will increase choice and improve access to smoking cessation support, especially for ‘hard-to-reach’ groups.  The provider will ensure appropriately trained smoking cessation advisors are responsible for offering behavioural support in addition to providing information on available pharmacotherapies.  Access to the service would be via:   * + self-referral   + referral/signposting from GP practices, Knowsley Stop Smoking Service, Health Checks programme, hospitals and Walk-in Centres   + signposting from other services including Healthy Knowsley Service or other pharmacies;   The *initial assessment* would include:   * + establishing the person is eligible to access the scheme (see eligibility criteria under “***Population covered”*** section)   + educating clients on the benefits of quitting   + an explanation of what a typical treatment programme could entail   + an assessment of the client’s readiness to start a quit attempt   + an assessment of the client’s suitability and willingness to use available treatment options including pharmacotherapies.   Clients not wishing to commit to a treatment course at this stage should be given the opportunity to return to the service if they change their mind.  Clients wishing to start a treatment course should receive an *initial consultation which* should include:   * an explanation of the benefits of quitting smoking; * an assessment of nicotine dependency using **Fagerstrom Dependency Test** * discussions about the treatment programme, its aims, duration, how it works and its benefits; * applying appropriate behavioural support strategies to help the client quit and supplying relevant supportive literature; * discussion about tobacco withdrawal symptoms and how they could be managed * discussions about common barriers to quitting; * discussion about available treatment options; * the use of carbon monoxide (CO) test as a monitoring and motivational aid; * establishing agreement with the client on a suitable treatment course and a target quit date * ensuring there is a shared understanding in relation to support and monitoring arrangements during treatment.   Follow-upconsultations should be agreed with the client and must include assessment of progress, effectiveness of support being received, and smoking status validated using a CO test.  Based on the pharmacy stop smoking advisor consultation and in accordance with the NRT protocols and guidance, the pharmacy will supply appropriate smoking cessation pharmacotherapy, e.g., NRT, Details of the service to supply NRT and payment are outlined later in this specification. Patients should be referred to their GPs for prescription-only medications if the Pharmacy does not have a PGD to dispense them.  Participating pharmacies should check that clients they intend to support are not registered with the specialist service or any other pharmacy. A person cannot register with a pharmacy if he/she is already registered with the specialist service or another pharmacy.  **Pregnant women**  Pregnant women can access smoking cessation advice and support to help them quit smoking in a participating pharmacy. Sessions for pregnant women should be delivered by advisors who have had the appropriate training i.e. NCSCT speciality training on smoking cessation during pregnancy and the post-partum period. Providers could contact the Knowsley Specialist Stop Smoking Service for details of how to access the training course. A link to the service can be found here: [Smokefree Knowsley](https://www.smokefreeknowsley.org.uk/)  ***Pharmacies which do not have an appropriately trained staff should refer pregnant women for this specialist support to the Knowsley Specialist Stop Smoking Service.***  **Children under 16**  Anyone under the age of 16 years requesting treatment from a participating pharmacy should be referred to the specialist service by ringing 01514267462. Vouchers issued by the Specialist Stop Smoking Service should be honoured by pharmacies.  **NRT Supply**  Pharmacies can supply Nicotine therapies in accordance with the local protocols. Please see below for details of payment for NRTs.  It is recommended that for the first 4 weeks of a quit attempt the pharmacy advisor should see a client weekly to offer behavioural support and review the quantity of NRT supplied to ensure optimum management of client’s cravings and withdrawal symptoms. Once the client reaches the 4-week point the advisor should see the client every 2 weeks and adjust the supply of NRT accordingly. The treatment course should last for 12 weeks.  Generally, NRT supplies should be for 2 weeks. During the 12-week treatment period, NRT supplies may only be given for 4 weeks to a client on some occasions, e.g., it could be offered if the client is going away on holiday or to fit in with shift patterns. This would be at the discretion of the advisor.  **Record keeping**  The provider should maintain appropriate records using PharmOutcomes database to support effective service delivery and audit. Consideration should be given to communicating client’s medication history to his/her GP with the client’s consent.  The provider will ensure all data is inputted onto the database in a timely manner. When consultations take place where there is not access to the electronic database, paper records should be used. Such records should be transferred as soon as possible on to the electronic database and the paper records destroyed in line with data governance.  The provider should record the client’s smoking status (as confirmed by carbon monoxide reading) at 4 weeks and 12 weeks after a set quit date. Knowsley Council will include the figures in the quarterly returns sent to the Health and Social Care Information Centre each quarter.  **Takeover by the Specialist Service**  Clients who have an active quit attempt created by a Pharmacy but with no recorded outcome on **Pharmoutcomes** after 42 days of setting a quit date will be taken over by the Specialist Stop Smoking Service and such records will not be accessible to the Pharmacy. They would be classed as ‘Lost to Follow Up’ and no further payments would be made to the Pharmacy.  In this regard, the Pharmacy advisor should explain to clients they may be contacted by the Specialist Stop Smoking Service provider at 42 days after their quit date, if they lose contact with the pharmacy service, to monitor their status and offer additional support.  **Service Performance**  NICE Public Health Guideline on Stop Smoking Services [NG209](https://www.nice.org.uk/guidance/ng209)) recommends that services should aim for a success rate of at **least 35% at 4 weeks, validated by carbon monoxide monitoring**. Successful quits should be validated by a CO monitor reading of **less than 10 ppm at the 4-week point**. This does not imply that treatment should stop at 4 weeks.  The guideline further recommends that performance data should be routinely and independently audited especially where there are exceptional results – **4-week quit rates lower than 35% or above 70%** – to determine the reasons for unusual performance, and to help identify best practice and ensure it is being followed.  These recommendations would be used in managing performance under this service contract. This would help the commissioner to offer help where possible to improve performance.  **General Medicines Management**   * The advisor must offer stop smoking intervention within their professional competence. * Treatment options provided must comply with relevant NICE guidance. * The advisor must not offer pharmacological treatments that have not been approved for use in Knowsley. Reference should be made to contemporary local formulary * The advisor must not offer pharmacotherapy that is clinically inappropriate for the client. * Stop smoking advisors are required to maintain a record of all pharmacotherapy e.g., by retaining the relevant patient records. * Where appropriate, stop smoking advisors must complete a Yellow Card if an adverse reaction is reported by a client (<http://yellowcard.mhra.gov.uk>)   ***All providers must have a process in place to record incidents and a system for learning from incidents. When an incident occurs, the provider must submit a copy of the incident report to the Commissioner***.  **3.2.2 Nicotine Replacement Therapy (NRT) Voucher Scheme**  The purpose of the voucher scheme is to enable easy and equitable access to NRT. Everyone accessing behavioural support from the Knowsley Stop Smoking Service, for whom NRT is chosen as pharmacotherapy, will be eligible for the voucher scheme.  The provider will:   * + Have available the full range of NRT products listed on the voucher.   + Provide the NRT products in accordance with their respective licenses, including appropriate dosage as indicated by the Smoking Cessation Advisor.   + Support clients to make the appropriate choice of product when appropriate.   + Advertise local specialist stop smoking service by displaying prominently relevant posters as and when required. These would be supplied to providers.   + Record each NRT supply in the manner prescribed for payment.   + Store the vouchers presented and supplied against ***for a period of six months***.   + The provider will notify Knowsley Stop Smoking Service and the Council of any problems relating to the service and/or the data base.   ***Electronic Vouchers***  Knowsley Specialist Stop Smoking Service operates an electronic voucher service namely “***Quit online***” (internet-based vouchers issued via e-mail) and “***Quit Buddy***” (SMS vouchers). Pharmacies signing up to provide the NRT voucher scheme would automatically provide services to support the electronic voucher scheme. Pharmacies should contact the Specialist Stop Smoking Service to arrange the necessary logins if this is not in place at the commencement of this contract.  **3.2.3** **Training**  To provide ***Intermediate Service*** all pharmacy staff delivering the service must be trained to offer brief advice or brief intervention as detailed below:   * Attendance of a training session delivered off site by CHCP ***or*** * Completion of NCSCT online brief advice/intervention module   The Pharmacy must have ***at*** ***least two members of staff*** trained as advisors in providing stop smoking support as detailed below:   * Completion of the NCSCT combined online level 1 (brief intervention) and level 2 (intermediate) training and assessment programme followed by an off-site half-day stop smoking training session provided by the Knowsley Stop Smoking Service (delivered by CHCP). This half-day session is specifically for any new staff being trained as advisers and will be available once a year.   The Knowsley Stop Smoking Service will also provide mop up training sessions for any members of staff who wish to refresh their training. These particular training sessions will be delivered online and will be available twice a year.  **It is expected that on signing up to this contract that pharmacies would fulfil the training requirements within 3 months if they have not already done so.**  ***There is no training required to dispense NRT on the voucher scheme.***  **3.2.4 Responsibilities for the provider**   * Whilst trained and competent pharmacy staff may be authorised by the responsible pharmacist to undertake counselling, monitoring and recording data, the clinical responsibility for supply of NRT lies with the pharmacist. * The provider must have consultation area to be used for the provision of the service. This area must provide sufficient level of privacy and safety for such consultations. * The provider will be responsible for ensuring that accurate and complete records of consultations, advice and treatment provided to each client they manage within the service are recorded along with outcomes using Pharmoutcomes database. * The provider must ensure that all staff involved in the provision of the service have appropriate knowledge and skills to deliver the service and are appropriately trained in the operation of the Service. The Pharmacy should maintain a log of staff training which should be made available to the Council on request. * The provider must ensure that all staff involved in the provision of the Service are aware of and act in accordance with local protocols and national guidance. * If there is staff turnover the pharmacy will ensure that new staff are trained to ensure the delivery of the service. The Pharmacy must inform the Commissioner and the Knowsley Stop Smoking Service of any changes to staff involved in the provision of the service so that any new staff would be appropriately trained. * The Pharmacy staff must confirm the eligibility of the person to access the service. In addition, the pharmacy should check that the person is not registered with the specialist service or any other pharmacy. A client cannot register for the pharmacy-based intermediate service if they are already registered with the specialist service or another pharmacy. This is to ensure that the client’s details are not duplicated leading to confusion and compromised data quality and audit trail. * The advisers should identify treatment options that have proven effectiveness, maximise client’s commitment to a target quit date and ensure clients understand the ongoing support and monitoring arrangements. * Pharmacy staff responsible for the service must participate in any on-going training related to the Service. * The provider will have appropriate stop smoking support material for clients and promote service uptake. This should be material produced by the Council or National Smoke Free branded material. * The provider will review its standard operating procedures (SOPs) and the referral pathways for the service every two years to ensure adherence to best practice. * The provider will demonstrate that all staff involved in the provision of the service have undertaken training relevant to this service and their professional qualification/registration. * The provider will make reasonable adjustments to tackle any features of the service that may act as a barrier to disabled people accessing the service. * The provider should ensure continuity of service by having at least 2 staff trained to provide the service. This would ensure service could be provided in case one staff is absent. * The provider should liaise with the Knowsley Specialist Stop Smoking Service for support with training and specialist advice on service provision. * The provider would participate in local and national stop smoking campaigns such as Stoptober and National No Smoking Day.   **3.2.5 Obligations of the Council and the Knowsley Stop Smoking Service**   * Materials required, including documentation, smoking cessation leaflets and posters will be supplied free of charge to the Contactor by the Specialist Stop Smoking Service or the Council. * The Council will reimburse the Pharmacy the total cost of services including the cost of NRT with an agreed dispensing fee for each voucher processed. Appropriate VAT would be paid where required * The Council will be responsible for providing and maintaining an appropriate electronic database for recording and analysing service data for the purposes of performance monitoring, audit and making payments to providers. * All training for pharmacy staff would be provided by the Knowsley Stop Smoking Service (apart from training delivered by NCSCT). * The Council, with the Knowsley Stop Smoking Service, will support the promotion of the service locally, including the development of publicity materials where appropriate. Providers would use these materials to promote the service to the public. * The Council, with the Knowsley Stop Smoking Service, will provide details of relevant referral points which pharmacy staff can use to signpost service users who require further assistance from the specialist service. * The Commissioner will periodically review the service and update the service specification as and when required.   3.3 Population covered  Theservice is for people aged over 16 years old who want to stop smoking and live, work, study or are registered GP in Knowsley and want to give up smoking. This includes pregnant women.  3.4 Any acceptance and exclusion criteria and thresholds   * Children under 16 years should be referred to the Knowsley Stop Smoking Service. * Pregnant women should be managed by an appropriately trained advisor   3.5 Interdependencies with other services   * Knowsley Stop Smoking Service * Healthy Knowsley Service * Change, Grow, Live * Acute Trust and Maternity Services serving Knowsley * GPs and Practice Nurses * Knowsley 0-25 service (Health Visiting and School Nursing Teams in Knowsley) * Children’s Centres in Knowsley * Dental Practices serving Knowsley residents * Health Checks Service * Other health and social care services in Knowsley |
| 4. Applicable Service Standards |
| 4.1 Applicable national standards e.g., NICE   * Tobacco Control Plan for England (2017) * NICE Public Health (PH48). Guidance Smoking: acute, maternity and mental health services. 2013 * NICE Public Health Guidance NG209 Tobacco: preventing uptake, promoting quitting and treating dependence 2021 * NICE Public Health Guidance 26 (2010) - How to stop smoking in pregnancy and following childbirth * National Institute for Health and Care Excellence (2015). Smoking: Reducing and Preventing Tobacco Use Quality standard [QS82]. <https://www.nice.org.uk/guidance/qs82> * National Institute for Health and Care Excellence. Stop Smoking Interventions and Services (2018). <https://www.nice.org.uk/guidance/ng92> * NICE Technology Appraisal Guidance 123 - Varenicline for Smoking Cessation (2007) * Centre for Smoking Cessation and Training (NCSCT) Standard Treatment Programme <http://www.ncsct.co.uk/>   4.2 Applicable local standards  The Provider must demonstrate their commitment to supporting [Knowsley Council’s social value model](http://www.knowsley.gov.uk/PDF/social-value-model.pdf). Social value in Knowsley is defined as outcomes, measures and activity that will create strong and well connect public e.g., recruiting people to volunteer, providing training, increasing confidence and employability among the local population, developing social networks to help families support each other.   * The Provider will maintain appropriate records to ensure effective ongoing service delivery and audit. * **The Provider must demonstrate that Staff involved in the provision of the service have undertaken training and signed a declaration of competence relevant to this service e.g., CPPE Self-declaration for Smoking Cessation, where appropriate.** |
| 5. Location of Provider Premises |
| The Provider’s Premises are located at various locations in Knowsley. |
| **6. Required Insurances** |
| The provider will ensure that they hold an appropriate level of public liability insurance, employers’ liability insurance and professional indemnity insurance to cover all obligations and activities in respect of this Agreement. |

**CONDITIONS PRECEDENT**

* At least two members of staff trained as advisors in providing stop smoking support

# QUALITY OUTCOMES INDICATORS – Intermediate Stop Smoking Service

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Outcomes Indicators** | **Threshold** | **Method of Measurement** | **Consequence of breach** |
| 4-week quit rate | 43% | * Data source: Service data recorded on **Outcomes4Health** * Numerator: Number of clients who quit at 4 weeks * Denominator: Number of clients setting a quit date | As per  <https://www.nice.org.uk/guidance/ng92> . |
| CO verified 4-week quit rate | 35% | * Data source: Service data recorded on **Outcomes4Health** * Numerator: Number of clients who quit at 4 weeks in whom the quit has been CO-verified. * Denominator: Number of clients setting a quit date | As per  <https://www.nice.org.uk/guidance/ng92> . |
| Number of staff trained to deliver the service | Minimum 2 | * Number of staff up to date with the stop smoking service training delivering the intermediate stop smoking service. | As per Clause B29 of the Public Health Services Contract |

**PAYMENT TERMS**

For payment rates see Appendix E: CHARGES.

Payments relating to the **Intermediate Stop Smoking Service** are conditional upon 4 week quit outcomes being recorded within 42 days of the quit date. Failing this, the client would be taken over by the Specialist Service and no further payments would be made to the pharmacy. Payment would be made for any initial recruitment and consultation(s). Payment would be made for NRT for such client’s provided claims are submitted within 180 days.

* **For NRT**, the Provider will be reimbursed for the cost of NRT plus VAT as set out in the NRT Protocol. This charge will be reduced by the current non-refundable levy (in lieu of prescription charge) for any client who is not exempt from paying prescription charges.
* Payments relating to the NRT voucher scheme are conditional upon the claim being submitted within 180 days.

|  |  |
| --- | --- |
| **Service Specification No.** | **5** |
| **Service** | **Knowsley Blood Pressure lifestyle referral scheme** |

|  |
| --- |
| **1. Population Needs** |
| Cardiovascular Disease (CVD) is the biggest contributor to the gap in life expectancy in the Northwest of England and a leading cause of premature death and health inequalities in Cheshire and Merseyside (C&M). It is associated with deeply embedded inequalities, particularly in relation to deprivation, certain ethnic minority groups, other demographics (e.g., working age males) and underserved or vulnerable communities (e.g., those with severe mental illness).  CVD is largely preventable through a healthy lifestyle and the early detection and control of key  risk conditions; atrial fibrillation (AF), high blood pressure (hypertension, BP) and high cholesterol  (the ‘ABC’ of CVD prevention). In Cheshire & Merseyside it is estimated that improved blood  pressure control alone could prevent around 1,500 additional heart attacks and strokes in C&M over  the next 3 years. It is for these compelling reasons that in Cheshire and Merseyside, we have a dedicated focus on CVD Prevention and that we are seeking to further advance on cardiovascular disease (CVD) which causes 1 in 4 deaths in England, and is a leading cause of morbidity, disability and health inequalities.  The Covid-19 pandemic has added to the urgency of tackling CVD because CVD significantly increases the risk of severe disease and death from Covid-19. CVD is largely preventable and preventing and managing CVD and its risk factors has the potential to improve population health, reduce health inequalities and ease pressures on overstretched health and care systems by reducing demand for services.  (*The Kings Fund 2023*)  The National CVD Prevent Programme, a National Primary Care Audit in England –CVD Prevention  aims to support the national strategic ambition to prevent 150,000 strokes, heart attacks & cases of  dementia in the next 10 years.  For example, successfully optimising the diagnosis and treatment of high blood pressure in line with  the national Long-Term Plan ambitions would prevent 244 heart attacks in Cheshire and Merseyside.  Nearly 300,000 people in Cheshire and Merseyside are estimated to have undiagnosed high blood pressure (Hypertension). In Knowsley it is estimated there is over 16,000 individuals who have undiagnosed hypertension. Hypertension is known as the silent killer as symptoms don’t always show and can lead to serious medical problems including heart attacks, stroke, heart failure, chronic kidney disease and vascular dementia.  If resting blood pressures are between 120/80 mmHg and 139/89 mmHg it can be a sign of an insidious progression of blood pressure towards hypertensive levels (≥140/90 mmHg). Blood pressure that is the high side of normal is associated with increased cardiovascular risk and end organ damage compared with individuals who are normotensive. |
| **2. Intention of the Service: Key Service Outcomes** |
| An incentivised Blood Pressure Check referral scheme to lifestyle interventions for Community Pharmacies.  The NHS Community Pharmacy Blood Pressure Check Service supports risk identification and prevention of cardiovascular disease (CVD).  This service will:   * identify people over the age of 40 who have previously not been diagnosed with hypertension (high blood pressure), and to refer those with suspected hypertension for appropriate management. * promote healthy behaviours to service users and offer a referral into the Healthy Knowsley Service. * refer people identified as likely to have high blood pressure to general practice, for ongoing care to manage their blood pressure. |
| **3. Service Pathway – Action flow chart** |
| The following is a flow chart of who you could be referring to the Healthy Knowsley Service, and the process required to do this through Pharmoutcomes:  *\*\*Please note that this service is for individuals who are either a Knowsley resident or have a Knowsley GP.*  *Individuals who are above the 139/89 mmHg threshold may still want and greatly benefit from a Healthy Knowsley Service referral, and this is welcomed, however this referral will be made following consultation with their GP.*  **Payments**  **A payment of £5.00 will be made for each lifestyle referral made - paid monthly via PharmOutcomes** |
| **4. Applicable Service Standards** |
| The service must adhere to best practice which includes:  [Diagnosis | Diagnosis | Hypertension | CKS | NICE](https://cks.nice.org.uk/topics/hypertension/diagnosis/diagnosis/)  Blood pressure testing outside of general practice - Case study - GOV.UK (www.gov.uk) |

# APPENDIX B: CONDITIONS PRECEDENT

1. Provide the Authority with a copy of the Provider’s registration with the CQC where the Provider must be so registered under the Law. Applicable where pharmacy is required to be CQC registered.
2. Provide the Authority with proof that the Required Insurances are in effect
3. Provide the Authority with proof that all Staff have the level of DBS certification required for their position.
4. Provide the Authority with a copy of the Business Continuity Plan in accordance with clause B34.2.
5. Provide the Authority with the plan referred to in clause B5.4.
6. Provide to the Authority the Provider’s Safeguarding Policies in accordance with clause B10.1.
7. Provide to the Authority the Provider’s Incident Management Policy.
8. Provide to the Authority a Service User consent policy in accordance with clause B12.1.
9. Provide the Authority with the identity and contact details for the Provider’s Caldicott Guardian in accordance with clause B13.3
10. Agree with the Authority a set of transfer of and discharge from care protocols in accordance with clause B16.1.
11. Provide the Authority with a copy of the Provider’s counter fraud and security management arrangements having regard to the provisions of clause B35.
12. Put in place Protective Measures that have been reviewed and approved by the Authority as required by clause B37.4 b).
13. Provide the Authority with a copy of the Provider’s anti-bribery policy in accordance with Clause B39.4.
14. Provide the Authority with a copy of the Provider’s health and safety policy as required by clause C7.3

**APPENDIX C: QUALITY OUTCOMES INDICATORS**

Not applicable. See service specifications.

**APPENDIX D: SERVICE USER, CARER AND STAFF SURVEYS**

Not applicable.

**APPENDIX E: CHARGES**

**Specification 1 – Emergency Hormonal Contraception (Exclusive of VAT)**

|  |  |
| --- | --- |
| **Element of service** | **Rate** |
| EHC Consultation | £16.00 per client |
| Pregnancy test | £5.00 per client |
| Levenorgestrel | Reimbursed at current drug tariff price + VAT |
| Ulipristal acetate | Reimbursed at current drug tariff price + VAT |

**Specification 2 – Community Pharmacy Needle and Syringe Programme (Exclusive of VAT)**

|  |  |
| --- | --- |
| **Element of service** | **Rate** |
| Retainer | £35.00 per month |
| Needle and syringe exchange | £2.10 per transaction |

**Specification 3 – Supervised Consumption for Drug Users (Exclusive of VAT)**

|  |  |
| --- | --- |
| **Element of service** | **Rate** |
| Supervised consumption | £43 per client |

**Specification 4 – Intermediate Stop Smoking Service in Community Pharmacy and Nicotine Replacement Voucher Scheme (Exclusive of VAT)**

|  |  |  |
| --- | --- | --- |
| **Element of service** | | **Rate** |
| ***Intermediate stop smoking service*** | Recruiting a client and providing counselling and behavioural support | £15.00 per client |
| Week 2 consultation | £5.00 per client |
| Recording 4 week quit status after contacting the client to ascertain smoking status in person or on the telephone (regardless of outcome).  *There will be no further payments for any clients lost to follow up* | £10.00 per client |
| CO verified quit at 4 weeks | £10.00 per client |
| Week 8 consultation | £5.00 per client |
| CO verified quit at 12 weeks | £10.00 per client |
| ***NRT voucher scheme dispensing fee*** | | NRT cost + VAT + £2.20 per voucher dispensed (including vouchers for combination therapies) |

**Specification 5 – Knowsley Blood Pressure lifestyle referral scheme (Exclusive of VAT)**

|  |  |
| --- | --- |
| **Element of service** | **Rate** |
| Discussing the benefits and option of lifestyle support AND completing the Pharmoutcomes Healthy Knowsley Service referral form. | £5.00 per client |

**\*\*Note: This is an additional payment to the Blood Pressure Check, payments for the check will need to be processed separately**

**APPENDIX F: SAFEGUARDING POLICIES**

Insert the provider’s safeguarding policies here.

**APPENDIX G: INCIDENTS REQUIRING REPORTING PROCEDURE**

****

**APPENDIX H: INFORMATION PROVISION**

Not applicable.

**APPENDIX I: TRANSFER OF AND DISCHARGE FROM CARE PROTOCOLS**

Not applicable.

**APPENDIX J: SERVICE QUALITY PERFORMANCE REPORT**

Please refer to individual service specifications. Also see Appendix K

**APPENDIX K: DETAILS OF REVIEW MEETINGS**

The Authority will monitor activity of the contract on a monthly basis and arrange review meetings if there is a period of non-activity. The Authority will arrange the agenda for the review meetings and will produce and distribute minutes of these meetings.

**APPENDIX L: AGREED VARIATIONS**

Insert variations to the contract here if/when agreed.

**APPENDIX M: DISPUTE RESOLUTION**

**Part 1 of Appendix M – Dispute Resolution Process**

1. ESCALATED NEGOTIATION
   1. Except to the extent that any injunction is sought relating to a matter arising out of clause B36 (Confidentiality), if any Dispute arises out of or in connection with this Contract, the Parties must first attempt to settle it by either of them making a written negotiation offer to the other, and during the 15 Business Days following receipt of the first such offer (the “Negotiation Period”) each of the Parties shall negotiate in good faith and be represented:
      1. for the first 10 Business Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter that led to the Dispute and has authority to settle the Dispute; and
      2. for the last 5 Business Days, by its chief executive, director, or board member who has authority to settle the Dispute, provided that no Party in Dispute where practicable shall be represented by the same individual under paragraphs 1.1.1 and 1.1.2.
2. MEDIATION
   1. If the Parties are unable to settle the Dispute by negotiation, they must within 5 Business Days after the end of the Negotiation Period submit the Dispute to mediation by CEDR or other independent body or organisation agreed between the Parties and set out in Part 2 of this Appendix M.
   2. The Parties will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or in connection with any mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.
   3. All information, whether oral, in writing or otherwise, arising out of or in connection with any mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever.
3. EXPERT DETERMINATION
   1. If the Parties are unable to settle the Dispute through mediation, then either Party may give written notice to the other Party within 10 Business Days of closure of the failed mediation of its intention to refer the Dispute to expert determination. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.
   2. If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing his readiness and willingness to embark upon the expert determination, then that person shall be appointed as the Expert.
   3. Where the Parties have not agreed upon an expert, or where that person has not confirmed his willingness to act, then either Party may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.
   4. The Party serving the Expert Determination Notice must send to the Expert and to the other Party within 5 Business Days of the appointment of the Expert a statement of its case including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.
   5. The Party not serving the Expert Determination Notice must reply to the Expert and the other Party within 5 Business Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.
   6. The Expert must produce a written decision with reasons within 30 Business Days of receipt of the statement of case referred to in paragraph 1.9, or any longer period as is agreed by the Parties after the Dispute has been referred.
   7. The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.
   8. The Parties must comply with any request or direction of the Expert in relation to the expert determination.
   9. The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send his decision in writing simultaneously to the Parties. Within 5 Business Days following the date of the decision the Parties must provide the Expert and each other with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at his discretion within a further 5 Business Days and send any revised decision simultaneously to the Parties.
   10. The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.
   11. The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert at which point a Party will be permitted to apply to Court for an Order that:
       1. the Expert reconsider his decision (either all of it or part of it); or
       2. the Expert’s decision be set aside (either all of it or part of it).
   12. If a Party does not abide by the Expert’s decision the other Party may apply to Court to enforce it.
   13. All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.
   14. The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.
   15. The Expert is appointed to determine the Dispute or Disputes between the Parties and his decision may not be relied upon by third parties, to whom he shall have no duty of care.

**Part 2 of Appendix M - Nominated Mediation Body**

Not used.

**Part 3 of Appendix M - Recorded Dispute Resolutions**

Insert any dispute resolutions here if/when agreed.

**APPENDIX N: SUCCESSION PLAN**

The Authority will develop a succession plan before the contract expires or is terminated.

See clause B33 for the Provider’s obligation to cooperate.

**APPENDIX O: DEFINITIONS AND INTERPRETATION**

1. The headings in this Contract shall not affect its interpretation.

2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.

3. References to a statutory provision shall include any subordinate legislation made from time to time under that provision.

4. References to Sections, clauses and Appendices are to the Sections, clauses and Appendices of this Contract, unless expressly stated otherwise.

5. References to anybody, organisation or office shall include reference to its applicable successor from time to time.

6. Any references to this Contract or any other documents includes reference to this Contract or such other documents as varied, amended, supplemented, extended, restated and/or replaced from time to time.

7. Use of the singular includes the plural and vice versa.

8. The following terms shall have the following meanings:

**Activity** means any levels of clinical services and/or Service User flows set out in a Service Specification

**Agreement** means this contract

**Authorised Person** means the Authority and anybody or person concerned with the provision of the Service or care of a Service User

**Authority Representative** means the person identified in clause A4.1 or their replacement

**Best Value Duty** means the duty imposed by section 3 of the Local Government Act 1999 (the LGA 1999) as amended, and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable guidance issued from time to time

**Board of Directors** means the executive board or committee of the relevant organisation

**Business Continuity Plan** means the Provider’s plan referred to in Clause B34.2 (Business Continuity) relating to continuity of the Services, as agreed with the Authority and as may be amended from time to time

**Business Day** means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

**Caldicott Guardian** means the senior health professional responsible for safeguarding the confidentiality of patient information

**Care Quality Commission** or **CQC** means the care quality commission established under the Health and Social Care Act 2008

**Carer** means a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage

**CEDR** means the Centre for Effective Dispute Resolution

**Charges** means the charges which shall become due and payable by the Authority to the Provider in respect of the provision of the Services in accordance with the provisions of this Contract, as such charges are set out in Appendix E (Charges)

**Commencement Date** means the date identified in clause A3.1.

**Competent Body** means anybody that has authority to issue standards or recommendations with which either Party must comply

**Conditions Precedent** means the conditions precedent, if any, to commencement of service delivery referred to in clause A3.2 and set out in Appendix B (Conditions Precedent)

**Confidential Information** means any information or data in whatever form disclosed, which by its nature is confidential or which the Disclosing Party acting reasonably states in writing to the Receiving Party is to be regarded as confidential, or which the Disclosing Party acting reasonably has marked ‘confidential’ (including, without limitation, financial information, or marketing or development or work force plans and information, and information relating to services or products) but which is not Service User Health Records or information relating to a particular Service User, or Personal Data, pursuant to an FOIA request, or information which is published as a result of government policy in relation to transparency

**Consents** means:

(i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or

(ii) any necessary consent or agreement from any third party needed either for the performance of the Provider’s obligations under this Contract or for the provision by the Provider of the Services in accordance with this Contract

**Contract** has the meaning given to it in clause A1.1

**Contract Query** means:

a query on the part of the Authority in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or

a query on the part of the Provider in relation to the performance or non-performance by the Authority of any obligation on its part under this Contract,

as appropriate

**Contract Query Notice** means a notice setting out in reasonable detail the nature of a Contract Query

**Contract Management Meeting** means a meeting of the Authority and the Provider held in accordance with clause B29.8 (Contract Management)

**CQC** means the Care Quality Commission

**CQC Regulations** means the Care Quality Commission (Registration) Regulation 2009

**Data Controller** has the meaning set out in the DPA

**Data Processor** has the meaning set out in the DPA

**Data Subject** has the meaning set out in the DPA

**DBS** means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012

**Default** means any breach of the obligations of the Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Provider or the Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Authority

**Default Interest Rate** means LIBOR plus 2% per annum

**Disclosing Party** means the Party disclosing Confidential Information

**Dispute** means a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Contract

**DPA** means the Data Protection Act 2018, as amended, updated or replaced from time to time

**Employment Checks** means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks

**Enhanced DBS & Barred List Check** means an Enhanced DBS & Barred List Check (child) or Enhanced DBS & Barred List Check (adult) or Enhanced DBS & Barred List Check (child & adult) (as appropriate)

**Enhanced DBS & Barred List Check (child)** means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list

**Enhanced DBS & Barred List Check (adult)** means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS adult's barred list

**Enhanced DBS & Barred List Check (child & adult)** means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children’s and adult’s barred list

**Enhanced DBS Check** means a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for

**Enhanced DBS Position** means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted

**Equipment** means the Provider’s equipment, plant, materials and such other items supplied and used by the Provider in the performance of its obligations under this Contract

**Excusing Notice** means a notice setting out in reasonable detail the Receiving Party’s reasons for believing that a Contract Query is unfounded, or that the matters giving rise to the Contract Query are:

(i) due wholly or partly to an act or omission by the Issuing Party; or

(ii) a direct result of the Receiving Party following the instructions of the Issuing Party; or

(iii) due to circumstances beyond the Receiving Party’s reasonable control but which do not constitute an event of Force Majeure

**Expert** means the person designated to determine a Dispute by virtue of paragraphs 1.6 or 1.7 of Appendix M (Dispute Resolution)

**Expert Determination Notice** means a notice in writing showing an intention to refer Dispute for expert determination

**Expiry Date** means the date set out in clause A3.3

**First Exception Report** mans a report issued in accordance with clause B29.21 (Contract Management) notifying the relevant Party’s chief executive and/or Board of Directors of that Party’s breach of a Remedial Action Plan and failure to remedy that breach

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004

**Force Majeure** means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

(i) any industrial action occurring within the Provider’s or any Sub-contractor’s organisation; or

(ii) the failure by any Sub-contractor to perform its obligations under any Sub-contract

**Fraud** means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Authority

**General Conditions** has the meaning given to it in clause A1

**Good Clinical Practice** means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable

**Guidance** means any applicable local authority, health or social care guidance, direction or determination which the Authority and/or the Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006

**Immediate Action Plan** means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Service Users, the public and/or Staff

**Indirect Losses** means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

**Issuing Party** means the Party which has issued a Contract Query Notice

**JI Report** means a report detailing the findings and outcomes of a Joint Investigation

**Joint Investigation** means an investigation by the Issuing party and the Receiving Party into the matters referred to in a Contract Query Notice

**Law** means:

any applicable statute or proclamation or any delegated or subordinate legislation or regulation;

any enforceable EU right within the meaning of Section 2(1) of the European Communities Act 1972;

any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;

National Standards;

Guidance; and

any applicable industry code

in each case in force in England and Wales

**Legal Guardian** means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs

**Lessons Learned** means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Provider’s provision of the Services

**Local HealthWatch** means the local independent consumer champion for health and social care in England

**Losses** means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses

**NICE** means National Institute for Health and Clinical Excellence being the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body)

**National Standards** means those standards applicable to the Provider under the Law and/or

Guidance as amended from time to time

**Negotiation Period** means the period of 15 Business Days following receipt of the first offer

**NHS Act 2006** means the National Health Service Act 2006

**Parties** means the Authority and the Provider and “Party” means either one of them

**Patient Safety Incident** means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User

**Personal Data** has the meaning set out in the DPA

**Prohibited Acts** has the meaning given to it in clause B39.1 (Prohibited Acts)

**Provider Representative** means the person identified in clause A4.2 or their replacement

**Provider’s Premises** means premises controlled or used by the Provider for any purposes connected with the provision of the Services which may be set out or identified in a Service Specification

**Public Authority** means as defined in section 3 of the FOIA

**Quality Outcomes Indicators** means the agreed key performance indicators and outcomes to be achieved as set out in Appendix C (Quality Outcomes Indicators)

**Receiving Party** means the Party which has received a Contract Query Notice or Confidential Information as applicable

**Regulatory Body** means any body other than CQC carrying out regulatory functions in relation to the Provider and/or the Services

**Remedial Action Plan** means a plan to rectify a breach of or performance failure under this Contract specifying targets and timescales within which those targets must be achieved

**Required Insurances** means the types of policy or policies providing levels of cover as specified in clause C2

**Review Meeting** means a meeting to be held in accordance with clause B19 (Review Meetings) or as otherwise requested in accordance with clause B19.2 (Review Meetings)

**Safeguarding Policies** means the Provider’s written policies for safeguarding children and adults, as amended from time to time, and as may be appended at Appendix F (Safeguarding Children and Vulnerable Adults)

**Second Exception Report** means a report issued in accordance with clause B29.22 (Contract Management) notifying the recipients of a breach of a Remedial Action Plan and the continuing failure to remedy that breach

**Serious Incident** means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider’s Premises or where the actions of the Provider, the Staff or the Authority are likely to be of significant public concern

**Service Commencement Date** means the date set out in clause A3.2.

**Service Specification** means each of the service specifications defined by the Authority and set out at Appendix A (Service Specifications)

**Service User** means the person directly receiving the Services provided by the Provider as specified in the Service Specifications and includes their Carer and Legal Guardian where appropriate

**Service Quality Performance Report** means a report as described in Appendix J (Service Quality Performance Report)

**Services** means the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Service Specifications, and/or as otherwise provided or to be provided by the Provider under and in accordance with this Contract

**Special Conditions** has the meaning given to it in clause A1

**Staff** means all directors, officers, employees, agents, consultants, volunteers and contractors of the Provider and/or of any sub-contractor engaged in the performance of its obligations under this Contract

**Standard DBS Check** means a disclosure of information which contains certain details of an individual’s convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions

**Standard DBS Position** means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted

**Sub-contract** means a contract approved by the Authority between the Provider and a third party for the provision of part of the Services

**Sub-contractor** means any third party appointed by the Provider and approved by the Authority under clause B23 (Assignment and Sub-contracting) to deliver or assist with the delivery of part of the Services as defined in a Service Specification

**Succession Plan** means a plan agreed by the Parties to deal with transfer of the Services to an alternative provider following expiry or termination of this Contract as set out at Appendix N (Succession Plan)

**Successor Provider** means any provider to whom a member of Staff is transferred pursuant to TUPE in relation to the Services immediately on termination or expiry of this Contract

**Transfer of and Discharge from Care Protocols** means the protocols set out in Appendix I (Transfer and Discharge from Care Protocols)

**TUPE** means the Transfer of Undertakings (Protection of Employment) Regulations 2006

**VAT** means value added tax in accordance with the provisions of the Value Added Tax Act 1994

**Variation** means a variation to a provision or part of a provision of this Contract

**Variation Notice** means a notice to vary a provision or part of a provision of this Contract issued under clause B22.2 (Variations).

**APPENDIX P: DATA MANAGEMENT SCHEDULE**

**Subject matter and duration of the Processing of the Personal Data**

The subject matter and duration of the Processing of the Personal Data are set out for the duration of the Agreement and subsequently where such retention is required by applicable law or for actual or prospective legal claims or as otherwise set out by either Party.

**The nature and purpose of the Processing of the Personal Data**

Personal data will be processed by The Provider in order for:

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

**The types of the Personal Data to be Processed**

The Personal Data processed by Provider concerns:

* recipients of the Service(s)

Personal Data will be Processed by the Authority under Article 6(1)(e) and Article 9(2)(h) of the UK GDPR and Sch1 Part2. DPA 2018 Sch 1, Part 1 (d) and will include:

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

**The categories of Data Subject to whom the Personal Data relates**

Personal Data will be processed in relation to recipients of services set out in the Agreement.

**The obligations and rights of the Data Controller**

The obligations and rights of the Data Controller are set out in the Agreement.

The Provider is expressly forbidden from:

1. Using Personal Data for marketing purposes
2. Selling Personal Data
3. Providing Personal Data to a third party except where specifically permitted within this Contract.

The Provider will ensure that a Privacy Notice is provided to all data subjects regarding the processing of personal data and meet all requirements of Articles 13-14 of the General Data Protection Regulation.

The Provider will ensure that a Privacy Notice is provided to all data subjects regarding the processing of personal data as part of this contract. This Privacy Notice must reflect that the service is contracted by the Authority and meet all requirements of Articles 13-14 of the General Data Protection Regulation.

**The Authority’s role and responsibilities**

The Authority, as commissioning party and customer, will take the lead in co-ordinating a response to any data security incident that arises from the processing that takes place as part of the delivery of this contract or regarding any personal data processed as a result of this contract. The Provider shall provide all reasonable assistance required by the Authority in dealing with any such incident.

The Authority will not have access to or process Personal Data in relation to the day-to-day delivery of the Services.

The Authority may have access to and process Personal Data in exceptional circumstances such as:

1. Audit
2. Service evaluation
3. Complaints or
4. Incidents.

The Authority shall be solely responsible for determining whether any proposed processing of Personal Data falls within the scope permitted to the Provider in this Schedule and for making any changes to this Schedule.