



**ROCHDALE BOROUGH
COUNCIL**

AND

AS PROVIDER

**CONTRACT FOR LOCALLY COMMISSIONED
SERVICES**

PHARMACY

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SECTION A
THE PARTICULARS

CONTRACT PARTICULARS

CONTRACT NUMBER: NWCE-9G32W10

THIS CONTRACT is made the 1st day of April 2021

PARTIES:

- (1) **THE ROCHDALE BOROUGH COUNCIL** of Number One Riverside, Smith Street, Rochdale, OL16 1XU (hereinafter called "the Council")
- (2) _____ of _____
_____, (hereinafter called the "Provider")

RECITALS:

- (1) The Council has issued specifications in respect of the services it requires which document is attached to this Contract at Schedule 1.
- (2) The Provider has agreed to provide the services indicated in the 'Register of Services to be provided'.
- (3) The Provider by signing this contract agrees to deliver the services indicated in the 'Register of Services to be Provided' in accordance with the Specification attached hereto at Schedules 1 - 2 and the terms and Conditions attached hereto at Section B including all appendices.

IT IS NOW AGREED as follows:-

A1. CONTRACT

A1.1. This Contract comprises of:

- a) these Particulars
- b) the General Terms and Conditions (the **General Conditions**) (Section B)
- c) The Schedules Including the Appendices.

as completed and agreed by the Parties and as varied from time to time in accordance with clause B17 (*Variations*) of the General Conditions of this Contract.

A2. INTERPRETATION

A2.1. *This Contract shall be interpreted in accordance with Schedule 7 (Definitions and Interpretation), unless the context requires otherwise.*

A2.2. 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:

- a) Schedule 1, the relevant Service Specification; and then
- b) The Contract Particulars.

A2.3 For the avoidance of doubt the contract shall be performed in accordance with the Specification, Schedule 1 except where there have been Agreed Variations and these are

detailed in Schedule 4. The provider must also meet all the requirements of the specification in Schedule 1.

A2.4 This Contract shall take precedent over all other agreements / existing Contracts.

A3 COMMENCEMENT AND DURATION

A3.1 This Contract shall take effect on the date it is executed by or on behalf of the Parties (the **Commencement Date**). The Contract will commence on the 1st April 2021 for a period of 1 year, with provision made for a possible extension of a further 1 year, subject to satisfactory performance and continue subject to the availability of funding.

A4 REPRESENTATIVES

A4.1 The person set out below is authorised from the Commencement Date to act on behalf of the Council on all matters relating to this Contract (the **Council Representative**).

Name: Andrea Fallon
Title: Director of Public Health
Contact Details: Rochdale Metropolitan Bough Council, Number One Riverside,
Smith Street, Rochdale, OL16 1XU

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: _____

Title: _____

Contact Details: _____

A4.2 The Provider may replace the Provider Representative and the Council may replace the Council Representative at any time by giving written notice in accordance with clause A5 to the other Party.

A5 NOTICES

A5.1 Any notices given under this Contract shall be in writing and shall be served by hand, or registered post or recorded delivery by sending the same to the address for the relevant Party set out in clause A5.3.

A5.2 Notices:

- a) by post and correctly addressed shall be effective upon the earlier of actual receipt, or 5 Business Days after mailing; or
- b) by hand shall be effective upon delivery.

A5.3 For the purposes of clause A5.1, the address for service of notices on each Party shall be as follows:

- a) For the Council:
Address: Rochdale Borough Council,
Number One Riverside, Smith Street,
Rochdale, OL16 1XU
For the attention of: The Chief Executive
Tel: 01706 924702

b) For the Provider:
Address: _____

For the attention of: _____

Tel: _____

A5.4. Either Party may change its address for service by serving a notice in accordance with this clause A5.

A6. ENTIRE CONTRACT

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 Council and the Provider which relates to the same or similar services to the Service and is designed to remain effective until the Service are provided under this Contract.

A7 TARGETS

For those services requiring targets, these will be agreed with each individual provider. Agreed targets are to be read with and form part of this contract and will be appended at Schedule 5, 'Performance Management'.

A.8 REGISTER OF SERVICES TO BE PROVIDED

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|---|
| |
| EMERGENCY HORMONAL CONTRACEPTION |
| |

Signed by

For and on behalf of.....

Print Name.....

Position.....

Date.....



Signed by
(authorised signatory)

For and on behalf of ROCHDALE BOROUGH COUNCIL

Print Name.....Andrea Fallon.....

Position.....Director of Public Health.....

Date.....March 2021.....

SECTION B
GENERAL TERMS AND CONDITIONS

B1. SERVICES

B1.1. The Provider shall provide the Services as indicated in the Register of Services to be Provided in accordance with the Service Specification as listed in Schedule 1 (*Service Specification*), including any service limitations set out therein, and in accordance with the provisions of this Contract.

B2. SERVICE USER INVOLVEMENT

B2.1. 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.

B2.2. As soon as reasonably practicable following any reasonable request from the Council, the Provider must provide evidence to the Council of the involvement of Service Users, Carers and Staff in the development of Service.

B3. EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION

B3.1. 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.

B3.2. 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).

B3.3. 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:

- a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;
- b) 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
- c) 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.

B3.4. As soon as reasonably practicable following any reasonable request from the Council, the Provider must provide the Council with a plan detailing how it will comply with its obligations under clause B3.3.

B3.5. The Provider must provide to the Council as soon as reasonably practicable, any information that the Council reasonably requires to:

- a) monitor the equity of access to the Service; and
- b) fulfil their obligations under the Law.

B4. MANAGING ACTIVITY

B4.1. 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 Council to assist it with understanding and managing the levels of Activity for the Service.

B5. STAFF

B5.1. At all times, the Provider must ensure that:

- a) each of the Staff is suitably qualified and experienced, adequately trained and capable of providing the Service in respect of which they are engaged;
- b) there is an adequate number of Staff to provide the Service properly in accordance with the provisions of the applicable Service Specification;
- c) where applicable, Staff are registered with the appropriate professional regulatory body; and
- d) Staff are aware of and respect equality and human rights of colleagues and Service Users.

B5.2. If requested by the Council, the Provider shall as soon as practicable and by no later than 20 Business Days following receipt of that request, provide the Council with evidence of the Provider's compliance with clause B5.5

B5.3. 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 Service receives:

- a) proper and sufficient continuous professional and personal development, training and instruction; and
- b) 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.

B5.4. Where applicable, 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.

B5.5. Subject to clause B5.7, before the Provider engages or employs any person in the provision of the Service, or in any activity related to, or connected with, the provision of the Service, the Provider must without limitation, complete:

- a) the Employment Checks; and
- b) such other checks as required by the DBS.

B5.6. Subject to clause B5.8, 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 Council.

- B5.7. Where clause B5.7 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:
- a) an appropriately qualified and experienced member of Staff is appointed to supervise the new member of Staff; and
 - b) 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
 - c) 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
 - d) any other reasonable requirement of the Council
- B5.8. Where the Council has notified the Provider that it intends to tender or retender the Service, the Provider must on written request of the Council and in any event within 20 Business Days of that request (unless otherwise agreed in writing), provide the Council with all reasonably requested information on the Staff engaged in the provision of the Service to be tendered or retendered that may be subject to TUPE.
- B5.9. The Provider shall indemnify and keep indemnified the Council and any Successor Provider against any Losses incurred by the Council and/or the Successor Provider in connection with any claim or demand by any transferring employee under TUPE.

B6 CHARGES AND PAYMENT

- B6.1 The Council shall pay the Price for the Services to the Contractor.
- B6.2 The Contractor shall submit a single invoice, or VAT invoice where applicable, to the Council no later than seven days after the end of each calendar month detailing the Services provided during the calendar month and the amount payable.
- B6.3 Payment of any undisputed invoice will be made no later than thirty (30) days following the date of receipt of the invoice by the Council.
- B6.4 The Council reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor 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 Council's satisfaction.
- B6.5 The Contractor is not entitled to suspend provision of Services as a result of any overdue sums.
- B6.6 The Council will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Council to the Contractor against any liability of the Contractor to the Council (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Contractor into any other currency or currencies in which the obligations of the Council are payable under this Contract. The Council's rights under this clause will be without prejudice to any other rights or remedies available to the Council under this Contract or otherwise.
- B6.7 Further details in relation to payment are set out in the Service Specification attached to the Contract at Schedule 1.
- B6.8 **VAT on Payments**
- a) All amounts due under this Agreement are exclusive of VAT.

- b) If any supply made or referred to in this Agreement is or becomes chargeable to VAT then the person receiving the supply (the **Council**) shall in addition pay the person making the supply (the Provider) the amount of that VAT against receipt by the **Council** from the Provider of a proper VAT invoice (in accordance with the requirements of the Value Added Tax act 1994 or the relevant legislation in force at the time the supply is made) in respect of that supply. Where a VAT invoice is not received, payment for the total supply will be withheld by the **Council** until such time as a VAT invoice is provided by the Provider.
- c) Where under this Agreement any amount is calculated by reference to any sum which has or may be incurred by any person, the amount shall include any VAT in respect of that amount only to the extent that such VAT is not recoverable as input tax by that person (or a member of the same VAT group), whether by set off or repayment.
- d) The Provider shall provide the **Council** with any information reasonably requested by the **Council** in relation to the amount of VAT chargeable in accordance with this Agreement and payable by the **Council** to the Provider.

B7. SERVICE IMPROVEMENTS AND BEST VALUE DUTY

- B7.1. The Provider must to the extent reasonably practicable co-operate with and assist the Council in fulfilling its Best Value Duty.
- B7.2. In addition to the Provider's obligations under clause B7.1, where reasonably requested by the Council, 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 Council and shall assist the Council with the preparation of any Best Value performance plans.
- B7.3. During the term of this Contract at the reasonable request of the Council, the Provider must:
 - a) demonstrate how it is going to secure continuous improvement in the way in which the Service is delivered having regard to a combination of economy, efficiency and effectiveness and the Parties may agree a continuous improvement plan for this purpose;
 - b) implement such improvements; and
 - c) where practicable following implementation of such improvements decrease the price to be paid by the Council for the Service.
- B7.4. If requested by the Council, the Provider must identify the improvements that have taken place in accordance with clause B7.3, by reference to any reasonable measurable criteria notified to the Provider by the Council.

B8. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

- B8.1. The Provider shall adopt Safeguarding Policies and such policies shall comply with the Councils' safeguarding policy as amended from time to time and may be appended at Schedule 2 (*Safeguarding Policies*).
- B8.2. At the reasonable written request of the Council and by no later than 10 Business Days following receipt of such request, the Provider must provide evidence to the Council that it is addressing any safeguarding concerns.
- B8.3. If requested by the Council, the Provider shall participate in the development of any local multi-agency safeguarding quality indicators and/or plan.

B9. INCIDENTS REQUIRING REPORTING

- B9.1. The Provider shall notify Serious Incidents to any Regulatory Body as applicable, in accordance with the Law.
- B9.2. If the Provider gives a notification to a Regulatory Body under clause B9.1 which directly or indirectly concerns any Service User, the Provider must send a copy of it to the Council within 5 Business Days or within the timescale set out in Schedule 9 (*Incidents Requiring Reporting Procedure*).
- B9.3. 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 Council and set out in Schedule 9 (*Incidents Requiring Reporting Procedure*).
- B9.4. Subject to the Law, the Council shall have complete discretion to use the information provided by the Provider under this clause B9 and Schedule 9.

B10. CONSENT

- B10.1. The Provider must publish, maintain and operate a Service User consent policy which complies with Good Clinical Practice and the Law.

B11. INFORMATION

- B11.1. The Provider must provide the Council the information specified in the service specification in order to measure the quality, quantity or otherwise of the Service.
- B11.2. In addition to the information required under clause B9.1, the Council 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.

B12. EQUIPMENT

- B12.1. The Provider must provide and maintain at its own cost (unless otherwise agreed in writing) all Equipment necessary for the supply of the Service in accordance with any required Consents and must ensure that all Equipment is fit for the purpose of providing the applicable Service.

B13. COMPLAINTS

- B13.1. The Provider must:
 - a) draw up a complaints procedure;
 - b) operate it from the Start Date of this Agreement; and
 - c) provide the Council with a copy.
- B13.2. The complaints procedure must:

- a) comply with the requirements of Rochdale Borough Council's Corporate Complaints Policy, copy available upon request, the CQC and/or any Regulatory Body to which you are subject including any change in such requirements.
- B13.3. The Provider must supply the Council with full details of any complaints received in respect of the standard or provision of the Services supplied or work which 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 together with a copy of the response and/or actions taken to remedy the complaint.
- B13.4. The Council may take any steps it considers reasonable in relation to the 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 Council may have under this Contract, the Council may, in its sole discretion, uphold the complaint and take any action specified in clause B.B23 (*Default and Failure to Supply*).

B14. REVIEW MEETINGS

- B14.1. The Parties must review and discuss Service Performance and monitor performance of the Contract and consider any other matters reasonably required by either Party at Review Meetings
- B14.2. Notwithstanding clause B14.1, if either the Council or the Provider:
- a) reasonably considers a circumstance constitutes an emergency or otherwise requires immediate resolution; or
 - b) considers that an issue 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.

B15. CO-OPERATION

- B15.1. The Parties must at all times act in good faith towards each other.
- B15.2. The Provider must co-operate fully and liaise appropriately with:
- a) the Council;
 - b) any third party provider who the Service User may be transferred to or from the Provider;
 - c) 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 Service to the Service User; and
 - d) primary, secondary and social care services,
 - e) other statutory partner organisations (e.g. Police and Probation)
- in order to:
- f) ensure that a consistently high standard of care for the Service User is at all times maintained;

- g) ensure a co-ordinated approach is taken to promoting the quality of Service User care across all pathways spanning more than one provider;
- h) achieve a continuation of the Service that avoids inconvenience to, or risk to the health and safety of, Service Users, employees of the Council or members of the public.

B16. WARRANTIES AND REPRESENTATIONS

B16.1. The Provider warrants and represents that:

- a) 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;
- b) 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;
- c) in entering this Contract it has not committed any Fraud;
- d) all reasonably material information supplied by it to the Council 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 Council 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;
- e) 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;
- f) it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract;
- g) in the 3 years prior to the Commencement Date:
 - (i) 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;
 - (ii) It has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) 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
- h) 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.

B16.2. The Council warrants and represents that:

- a) 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;
- b) 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;

- c) it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract; and
- d) 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.

B16.3. The warranties set out in this clause B16 are given on the Commencement Date and repeated on every day during the term of this Contract.

B17. VARIATIONS

B17.1. This Contract may not be amended or varied other than in accordance with this clause B17

B17.2. 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 be used as set out under Schedule 4.

B17.3. If a Variation Notice is issued, the Council 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.

B17.4. No Variation to this Contract will be valid or of any effect unless agreed in writing by the Council 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 Schedule 4 (*Agreed Variations*).

B18. ASSIGNMENT AND SUB-CONTRACTING

B18.1. 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 Council in writing:

- a) consenting to the appointment of the Sub-contractor (such consent not to be unreasonably withheld or delayed); and
- b) approving the Sub-contract arrangements (such approval not to be unreasonably withheld or delayed).

B18.2. The Councils' consent to sub-contracting under this clause 18 will not relieve the Provider of its liability to the Council 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.

B18.3. Any sub-contract submitted by the Provider to the Council 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.

B18.4. The Council 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.

B19. AUDIT AND INSPECTION

- B19.1. The Provider must comply with all reasonable written requests made by, CQC, the National Audit Office, any Authorised Person and the authorised representative of the Local Health Watch 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 Service, and for information relating to the provision of the Service. 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 Service or, the privacy or dignity of a Service User.
- B19.2. Subject to Law and notwithstanding clause 19.1, an Authorised Person may enter the Provider's Premises and/or the premises of any Sub-contractor without notice for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Service. During such visits, subject to Law and Good Clinical Practice (also taking into consideration the nature of the Service 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.
- B19.3. Within 10 Business Days of the Councils' reasonable request, the Provider must send the Council a verified copy of the results of any audit, evaluation, inspection, investigation or research in relation to the Service, or services of a similar nature to the Service delivered by the Provider, to which the Provider has access and which it can disclose in accordance with the Law.
- B19.4. The Council 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 Service.
- B19.5. During any audit undertaken under clause B19.1 or 19.2, the Provider must provide the Council with all reasonable co-operation and assistance in relation to that audit, including:
- a) all reasonable information requested within the scope of the audit;
 - b) reasonable access to the Provider's Premises and/or the premises of any Sub-contractor; and
 - c) access to the Staff.

B20. INDEMNITIES

- B20.1. The Provider shall indemnify and keep indemnified the Council 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 Council.
- B20.2. The Parties shall indemnify each other for, and shall hold each other harmless from and against any and all losses, liabilities, claims, damages or expenses (including legal fees and expenses) suffered or incurred by any such indemnified Party, whether in connection with a suit or action instituted by the Provider or otherwise, to the extent arising from or in connection with any breach of any covenant contained in this contract by the indemnifying Party.

B21. LIMITATION OF LIABILITY

- B21.1. Neither Party shall be liable to the other Party (as far as permitted by Law) for Indirect Losses in connection with this Contract.
- B21.2. 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.

B21.3. Nothing in this Contract will exclude or limit the liability of either Party for:

- a) death or personal injury caused by its negligence; or
- b) fraud or fraudulent misrepresentation.

B22. INSURANCE

B22.1. 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.

B22.2. The Provider must give the Council, 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.

B22.3. The provision of any insurance or the amount or limit of cover will not relieve or limit the Provider's liabilities under this Contract.

B23. DEFAULTS AND FAILURE TO SUPPLY

B23.1. In the event that the Council is of the reasonable opinion that there has been a Default which is a material breach of this Contract by the Provider, then the Council may, without prejudice to any other rights or remedies it may have under this Contract including under clause B24(*Performance Management*), consult with the Provider and then do any of the following:

- a) 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 Council may direct;
- b) without terminating this Contract, suspend the affected Service in accordance with the process set out in clause B26 (*Suspension and Consequences of Suspension*);
- c) without terminating the whole of this Contract, terminate this Contract in respect of the affected part of the Service only in accordance with clause B27 (*Termination*) (whereupon a corresponding reduction in the Charges shall be made) and thereafter the Council may supply or procure a third party to supply such part of the Service.

B23.2. If the Council exercises any of its rights under clause B23.1, the Provider must indemnify the Council for any costs reasonably incurred (including reasonable professional costs and any reasonable administration costs) in respect of the supply of any part of the Service by the Council 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 Service and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Service.

B24. PERFORMANCE MANAGEMENT

Commissioners will manage performance as detailed in Schedule 5

B25. DISPUTE RESOLUTION

- B25.1 If a dispute arises between the Council and the Contractor in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.
- B25.2 If a dispute is not resolved within fourteen (14) days of referral under clause B3.1 then either party may refer it to the Chief Executive or appropriate nominated officer of each party for resolution who shall meet for discussion within 14 days or longer period as the parties may agree.
- B25.3 Provided that both parties consent, a dispute not resolved in accordance with clauses D3.1 and D3.2, shall next be referred at the request of either party to the Local Medical Committee or a mediator appointed by agreement between the parties within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.
- B25.4 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

B26. SUSPENSION AND CONSEQUENCES OF SUSPENSION

- B26.1. A suspension event shall have occurred if:
- a) the Council reasonably considers that a breach by the Provider of any obligation under this Contract:
 - (i) may create an immediate and serious threat to the health or safety of any Service User; or
 - (ii) may result in a material interruption in the provision of the Service; or
 - b) clause B26.1 does not apply, but the Council, acting reasonably, considers that the circumstances constitute an emergency, (which may include an event of Force Majeure) affecting provision of the Service; or
 - c) the Provider is prevented, or will be prevented, from providing the Service due to the termination, suspension, restriction or variation of any Consent,
- (each a ***Suspension Event***).
- B26.2. Where a Suspension Event occurs the Council:
- a) may by written notice to the Provider and with immediate effect suspend the Service, or the provision of any affected part of the Service, until the Provider demonstrates to the reasonable satisfaction of the Council that it is able to and will perform the suspended Service, to the required standard; and
 - b) must where applicable promptly notify CQC and/or any relevant Regulatory Body of the suspension.
- B26.3. During the suspension of the Service or any part of the Service under clause B26.2, the Provider must comply with any steps the Council reasonably specifies in order to remedy the Suspension Event, including where the Council's decision to suspend pursuant to clause B26.2 has been referred to dispute resolution under clause B25 (*Dispute Resolution*).

- B26.4. During the suspension of the Service or any part of the Service under clause B26.2, the Provider will not be entitled to claim or receive any payment for the suspended Service except in respect of:
- a) 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 B26.2; and/or
 - b) all or part of the suspended Service which the Provider continues to deliver during the period of suspension in accordance with clause B26.2
- B26.5. 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.
- B26.6. Except where suspension occurs by reason of an event of Force Majeure, the Provider must indemnify the Council in respect of any Losses directly and reasonably incurred by the Council in respect of that suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Service).
- B26.7. Following suspension of a Service the Provider must at the reasonable request of the Council and for a reasonable period:
- a) co-operate fully with the Council 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 Council or members of the public; and
 - b) at the cost of the Provider:
 - (i) promptly provide all reasonable assistance and all information necessary to effect an orderly assumption of the suspended Service by an alternative Successor Provider; and
 - (ii) deliver to the Council all materials, papers, documents and operating manuals owned by the Council and used by the Provider in the provision of the suspended Service.
- B26.8. As part of its compliance with clause B26.7 the Provider may be required by the Council to agree a transition plan with the Council and/or any alternative Successor Provider.
- B26.9. If it is determined, pursuant to clause 25 (*Dispute Resolution*), that the Council acted unreasonably in suspending a Service, the Council must indemnify the Provider in respect of any Loss directly and reasonably incurred by the Provider in respect of that suspension.
- B26.10. 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.

B27. TERMINATION

- B27.1. Either Party may voluntarily terminate this Contract or any Service by giving the other Party not less than 3 months' written notice at any time after the Service Commencement Date.
- B27.2. The Council may terminate this Contract in whole or part with immediate effect by written notice to the Provider if:
- a) the Provider is in persistent or repetitive breach of the Specification;
 - b) the Provider is in persistent breach of its obligations under this Contract;
 - c) the Provider:
 - (i) fails to obtain any Consent;
 - (ii) loses any Consent; or
 - (iii) has any Consent varied or restricted,
the effect of which might reasonably be considered by the Council to have a material adverse effect on the provision of the Service;
 - d) the Provider has breached the terms of clause 3
 - e) any of the Provider's necessary registrations are cancelled by the Regulatory Body as applicable;
 - f) the Provider materially breaches its obligations in clause B32 (*Data Protection*);
 - g) two or more Second Exception Reports are issued to the Provider under clause B24 (*Performance Management*) within any rolling 6 month period which are not disputed by the Provider, or if disputed, are upheld under Dispute Resolution;
 - h) the Provider breaches the terms of clause 18 (*Assignment and Sub-contracting*);
 - i) 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 encumbrance takes possession of any of the Provider's property or equipment;
 - j) the Provider ceases or threatens to cease to carry on business in the United Kingdom;
or
 - k) the Provider has breached any of its obligations under this Contract and that breach materially and adversely affects the provision of the Service in accordance with this Contract, and the Provider has not remedied that breach within 40 Business Days following receipt of notice from the Council identifying the breach.
- B27.3. Either Party may terminate this Contract or any Service by written notice, with immediate effect, if and to the extent that the Council or the Provider suffers an event of Force Majeure and such event of Force Majeure persists for more than 28 Business Days without the Parties agreeing alternative arrangements.
- B27.4. The Provider may terminate this Contract or any Service with immediate effect by written notice to the Council if the Council 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 B27.4 if the Council has failed to remedy such breach within 40 Business Days of receipt of notice from the Provider to do so.

B28. CONSEQUENCE OF EXPIRY OR TERMINATION

- B28.1. 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.
- B28.2. On the expiry or termination of this Contract or termination of any Service for any reason the Council, 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.
- B28.3. On the expiry or termination of this Contract or termination of any Service the Provider must co-operate fully with the Council to migrate the Service in an orderly manner to the successor provider.
- B28.4. In the event of termination or expiry of this Contract, the Provider must cease to use the Council' Confidential Information and on the earlier of the receipt of the Council' written instructions or 12 months after the date of expiry or termination, return all copies of the Confidential Information to the Council.
- B28.5. If, as a result of termination of this Contract or of any Service in accordance with this Contract (except any termination under clauses B28.1 or B28.3 (*Termination*), the Council 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 Council, acting reasonably, will be entitled to recover from the Provider (in addition to any other sums payable by the Provider to the Council 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.
- B28.6. The provisions of clauses B5 (*Staff*), B6 (*Charges and Payment*), B9 (*Incidents Requiring Reporting*), B11 (*Information*), B18 (*Assignment and Sub-contracting*), B19 (*Audit and Inspection*), B28 (*Consequence of Expiry or Termination*), B31 (*Confidentiality*) and B33 (*Freedom of Information and Transparency*) will survive termination or expiry of this Contract.

B29. BUSINESS CONTINUITY

- B29.1. The Provider must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.
- B29.2. The Provider must, unless otherwise agreed by the Parties in writing, maintain a Business Continuity Plan (Schedule 6) and must notify the Council as soon as reasonably practicable of its activation and in any event no later than 5 Business Days from the date of such activation.

B30. COUNTER-FRAUD AND SECURITY MANAGEMENT

- B30.1. The Provider must put in place and maintain appropriate counter fraud and security management arrangements.
- B30.2. 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 Council.
- B30.3. The Provider must notify the Council immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

B30.4. If the Provider or its Staff commits Fraud in relation to this or any other contract with the Council, the Council may terminate this Contract by written notice to the Provider with immediate effect (and terminate any other contract the Provider has with the Council) and recover from the Provider the amount of any Loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Service for the remainder of the term of this Contract had it not been terminated.

B31. CONFIDENTIALITY

B31.1. 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.

B31.2. Subject to Clauses B31.3 and B31.4, the Receiving Party agrees:

- a) to use the Disclosing Party’s Confidential Information only in connection with the Receiving Party’s performance under this Contract;
- b) 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
- c) 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.

B31.3. The Receiving Party may disclose the Disclosing Party’s Confidential Information:

- a) in connection with any dispute resolution under clause B25 (*Dispute Resolution*);
- b) in connection with any litigation between the Parties;
- c) to comply with the Law;
- d) 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 B31.2;
- e) to comply with a regulatory bodies request.

B31.4. The obligations in clause B31.1 and clause B31.2 will not apply to any Confidential Information which:

- a) is in or comes into the public domain other than by breach of this Contract;
- b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
- c) 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.

B31.5. 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 B31.

B31.6. The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause B31 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 B31.

B31.7. This clause B31 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

B31.8. The obligations in clause B31.1 and clause B31.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Council or of any committee, sub-committee or joint committee of the Council or is related to an executive decision of the Council 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 Council 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) (Access to Information) (England) Regulations 2000 as amended 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.

B32. DATA PROTECTION

B32.1. The Parties acknowledge their respective duties under the DPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

B32.2. To the extent that the Provider is acting as a Data Processor on behalf of the Council, the Provider shall, in particular, but without limitation:

- a) only process such Personal Data as is necessary to perform its obligations under this Contract, and only in accordance with any instruction given by the Council under this Contract;
- b) put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in clause B32.3 below, the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;
- c) take reasonable steps to ensure the reliability of Staff who will have access to such Personal Data, and ensure that such Staff are properly trained in protecting Personal Data;
- d) provide the Council with such information as the Council may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;
- e) promptly notify the Council of any requests for disclosure of or access to the Personal Data;
- f) Promptly notify the Council of any breach of the security measures required to be put in place pursuant to this clause B32;
- g) ensure it does not knowingly or negligently do or omit to do anything which places the Council in breach of the Council' obligations under the DPA.

B32.3. To the extent that any Council data is held and/or processed by the Provider, the Provider shall supply that Council data to the Council as requested by the Council.

B32.4. The Provider and the Council shall ensure that Personal Data is safeguarded at all times in accordance with the Law.

B33. FREEDOM OF INFORMATION AND TRANSPARENCY

- B33.1. 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.
- B33.2. If the Provider is not a Public Council, the Provider acknowledges that the Council is subject to the requirements of the FOIA and will assist and co-operate with the Council to enable the Council to comply with its disclosure obligations under the FOIA. Accordingly the Provider agrees:
- a) that this Contract and any other recorded information held by the Provider on the Council' behalf for the purposes of this Contract are subject to the obligations and commitments of the Council under the FOIA;
 - b) 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 Council;
 - c) that if the Provider receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Council) and will promptly (and in any event within 2 Business Days) transfer the request to the Council;
 - d) that the Council, 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
 - e) to assist the Council 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 the Council within 5 Business Days of such request and without charge.
- B33.3. 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.
- B33.4. Notwithstanding any other provision of this Contract, the Provider hereby consents to the publication of this Contract in its entirety including from time to time agreed changes to this Contract subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.
- B33.5. In preparing a copy of this Contract for publication pursuant to clause B38.4 the Council 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 Council' absolute discretion.
- B33.6. The Provider must assist and co-operate with the Council to enable the Council to publish this Contract.
- B33.7. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Council 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.

B34. PROHIBITED ACTS

B34.1. Neither Party shall do any of the following:

- a) 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
- b) 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**").

B34.2. 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:

- a) to exercise its right to terminate under clause B27.2 (*Termination*) and to recover from the defaulting Party the amount of any loss resulting from the termination; and
- b) to recover from the defaulting Party the amount or value of any gift, consideration or commission concerned; and
- c) 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.

B34.3. 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.

B34.4. 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 Council within 5 Business Days of the Council requesting it and enforced by the Provider where applicable.

B34.5. Should the Provider become aware of or suspect any breach of this clause B34, it will notify the Council immediately. Following such notification, the Provider must respond promptly and fully to any enquiries of the Council, co-operate with any investigation undertaken by the Council and allow the Council to audit any books, records and other relevant documentation.

B35. FORCE MAJEURE

B35.1. 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.

B35.2. Subject to clause B35.1, 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.

- B35.3. 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 10 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 Service.
- B35.4. 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.
- B35.5. The Council 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.
- B35.6. If the period of delay or non-performance as result of Force Majeure continues for three months, the Party not affected may terminate this Contract by giving 10 business days' written notice to other Party.

B36. THIRD PARTY RIGHTS

- B36.1. 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.

B37. CAPACITY

- B37.1. Without prejudice to the contractual rights and/or remedies of the Provider expressly set out in this Contract, the obligations of the Council under this Contract are obligations of the Council in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon the Council or in any way fetter or constrain the Council in any other capacity, nor shall the exercise by the Council of its duties and powers in any other capacity lead to any liability on the part of the Council under this Contract (howsoever arising) in any capacity other than as contracting counterparty.

B38. SEVERABILITY

- B38.1. 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.

B39. WAIVER

- B39.1. 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.

B40. PUBLICITY

B40.1. Without prejudice to clause B33 (*Freedom of Information and Transparency*), except with the written consent of the Council, (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.

B40.2. The Provider must take all reasonable steps to ensure the observance of the provisions of clause B40.1 by all its staff, servants, agents, consultants and sub-contractors.

B41. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

B41.1. Nothing in this Contract creates a partnership or joint venture or relationship of employer and employee or principal and agent between the Council and the Provider.

B42. GOVERNING LAW AND JURISDICTION

B42.1. 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.

B42.2. Subject to the provisions of clause B25 (*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.

SCHEDULE 1



Locally Commissioned Service for

EMERGENCY HORMONAL CONTRACEPTION (EHC)

| | |
|-----------------------------|---|
| Service Name | EMERGENCY HORMONAL CONTRACEPTION |
| Specification Number | 005 |
| Commissioner Lead | Lianne Davies - Head of Commissioning (Prevention) |
| Period of Agreement | 1st April 2021-31st March 2022 |
| Date of Review | January 2022 |

1. Executive Summary

Overview

Rochdale Borough Council is commissioning and funding an emergency hormonal contraception service to ensure that residents have ease of access to this provision. This will contribute to achieving a reduction in the number of unintended conceptions to women of all ages

The Contractor (this is the term used throughout this specification to refer to the provider signing up to provide this locally commissioned service) is required to arrange for an accredited pharmacist to offer information and advice to women attending for emergency hormonal contraception and, if deemed to be appropriate, to issue and supply medication in line with the relevant Patient Group Direction

2. National Context and Rationale

2.1 National Context

2.1.1 Overview of commissioning responsibilities

- a. The Health and Social Care Act 2012 divided responsibilities for the commissioning and funding of sexual and reproductive health services between local authorities, Clinical Commissioning Groups (CCGs) and NHS England
- b. Local authorities are responsible for commissioning and funding the provision of most but not all sexual and reproductive healthcare provision. Local authorities are mandated to commission and fund comprehensive open-access sexual and reproductive health services for the benefit of all persons present in their area. Local authorities can commission and fund other services including HIV/STI prevention and support programmes. Local authorities have the lead for improving health and for coordinating efforts to protect public health
- c. NHS England is responsible for commissioning and funding GP practices to offer routine methods of contraception for their registered patients. GPs are also required to test for HIV/STIs, as and when required, and to offer or arrange for treatment of infection. NHS England is responsible for commissioning and funding HIV treatment and care
- d. Clinical Commissioning Groups are responsible for commissioning and funding abortion services. CCGs are also responsible for arranging for patients to obtain permanent methods of contraception/sterilisation procedures including vasectomies and for the promotion of opportunistic STI testing and treatment within general practice.

2.1.2 Public Health Outcomes Framework

- a. The Public Health Outcomes Framework sets out a vision for public health. The Framework includes the following indicator relating to sexual health:
 1. Indicator 2.04: Under-18 conception rate
- b. Provision of EHC (emergency hormonal contraception) as described in this specification is expected to contribute to reducing the number of under-18

conceptions as well as the number of unintended conceptions amongst women of all ages

2.2 Rationale

2.2.1 Community pharmacies can promote health and wellbeing among their local population which includes integrating with existing health and care pathways and other activities to encourage more people to use their services

2.2.2 Community pharmacies offer accessible healthcare because:

1. Appointments are unnecessary
2. Opening hours are long
3. Many staff are from the local community and understand local culture and social norms
4. Able to offer advice on healthy behaviours and onward referral to other services, if appropriate

2.2.3 Emergency contraception can be used if a woman has had sexual intercourse without using a regular method of contraception or if her regular method has failed to reduce her risk of having an unintended conception. Levonorgestrel 1500 micrograms can be used up to 72 hours and Ulipristal acetate 30mg from 0 to up to 120 hours following unprotected sexual intercourse. There is no requirement for a PGD for this drug. Intrauterine devices can also be used for the purposes of emergency contraception if fitted within 120 hours of unprotected sex

2.2.4 The consistent and correct use of regular contraception is the best method for sexually active women and their male partners to avoid an unintended conception. There is a correlation between high uptake of reliable methods of contraception and low rates of unintended conceptions among women of all ages and low rates of under-18 conceptions

3. Greater Manchester Approach

Under the remit of the Greater Manchester Sexual Health Network's commissioners group all 10 local authorities are working collaboratively to develop a standardised specification, attendance template (PharmOutcomes or other) and similar payment for services provided to ensure Greater Manchester residents receive equitable provision across all localities.

4. Local Context

4.1 Overview of Commissioning for Rochdale Borough Council (RBC)

Heywood, Middleton and Rochdale Clinical Commissioning Group and RBC are working in partnership to commission selected health and care services in the borough, including sexual and reproductive health services.

4.2 Overview of Sexual & Reproductive Health of residents in the borough.

Improving the sexual health and wellbeing of the population is one of the public health priorities for RBC. Sexual ill-health is a particular issue for Public Health with high rates of sexually transmitted infections including HIV and high rates of unintended conceptions.

4.2.1 Sexually Transmitted Infections and HIV

Sexually transmitted infections can be passed from an infected person to their partner during sexual intercourse. Several infections can lead to long-term health problems if not detected and treated. Some infections such as HIV can be managed but not cured. The correct and consistent use of condoms and other prevention tools is important to control and prevent the transmission of infection

4.2.2 Conceptions / Contraception

The correct and consistent use of a regular method of contraception is important for the purpose of avoiding an unintended conception. Residents can obtain routine methods including contraceptive pills from their GP. Sexual and reproductive health services offer the full range of contraceptive methods. There has been a gradual rise in the proportion of women opting to use a long-acting method of contraception such as the contraceptive implant or IUD.

5. Aims, Objectives and Outcomes

5.1 Aims

RBC is commissioning and funding an emergency hormonally contraception service to promote the use of, and maintain ease of access to this provision in order to reduce the number of unintended conceptions amongst female residents of all ages and to encourage safer sex and the use of regular methods of contraception.

5.2 Objectives

In this specification, providers (pharmacies) are referred to as 'contractors'

Contractors offering emergency hormonal contraception as detailed in this specification will:

1. Consult with clients attending for Emergency Hormonal Contraception and:
2. Offer information and advice about all methods of emergency contraception including the emergency IUD and provide information on the probability of failure with advice on the course of action in the event of this occurring
3. If deemed to be appropriate, to issue and supply free emergency contraceptive pill(s) in accordance with the relevant Patient Group Direction (PGD). In cases where Ulipristal is prescribed, pharmacies should adhere to the following:
 - a. <https://www.medicines.org.uk/emc/product/6657/smpc>
 - b. <https://www.fsrh.org/standards-and-guidance/documents/ceu-clinical-guidance-emergency-contraception-march-2017/>

If the client is under 16 years of age, Fraser competencies will be adhered to

4. Offer advice, referral and signposting information about regular methods of contraception including long-acting methods and how to obtain them (through patient's GP or any integrated sexual and reproductive health service as these are open access in England so anyone can attend any provider). In RBC

integrated sexual and reproductive health services are called Virgin Care(
<https://www.thesexualhealthhub.co.uk/services-near-you/rochdale/>)

5. Offer information and advice about safer sex and the benefits of screening for sexually transmitted infections

5.3 Expected Outcomes

5.3.1 Direct Influence on Outcomes

Provision of emergency hormonal contraception as described in this specification is expected to contribute to achieving the following outcomes:

1. Reducing the number and rate of unintended conceptions
2. Reducing the number and rate of abortions
3. Reducing the number and rate of under-18 conceptions.

5.3.2 Indirect Influence on Outcomes

Provision of emergency hormonal contraception as described in this specification is expected to contribute to achieving the following outcomes:

1. Improving knowledge and understanding of emergency contraception
2. Improving knowledge and understanding the benefits of using a regular method of contraception
3. Improving knowledge and understanding of the importance of condoms
4. Increasing the uptake of regular methods of contraception (including long-acting reversible methods)

6. Overview

Service Description

6.1 General Requirements

- 6.1.1 RBC is commissioning and funding the Contractor to provide emergency hormonal contraception free of charge, to women attending for this provision in line with requirements set out in this specification
- 6.1.2 The Contractor is required to arrange for a qualified and accredited pharmacist to consult with clients attending for emergency hormonal contraception. If deemed to be clinically appropriate, the pharmacist can supply the medication to the client in accordance with Medicines management (CSU) Patient Group Direction(s) (PGDs)
- 6.1.3 The Contractor is required to ensure that the accredited pharmacist:
 1. Determines if the client is competent to consent to treatment
 2. Discusses the full range of emergency contraception including:
 - Products containing levonorgestrel
 - Products containing ulipristal acetate
 - Emergency intrauterine device (IUD)
 - and signposts / refers to other services, if required

3. Discusses the effectiveness of emergency contraception and the benefits, risks, and possible side effects of the chosen method
4. Refers to the Patient Group Direction(s) to determine if it is appropriate to issue emergency hormonal contraception - including:
 - Inclusion and exclusion criteria
 - Cautions
 - Drug interactions
5. Refers to the Patient Group Direction(s) for details of the medication – including:
 - Dose and quantity to be issued and supplied
 - Drug interactions

6.1.4 The Contractor is also required to ensure that the pharmacist:

1. Discusses the benefits of using a regular method of contraception for protection from an unintended conception and signposts / refers the client to their GP or a sexual and reproductive health clinic
2. Discusses the benefits of the consistent use of condoms for protection from sexually transmitted infections.
3. Discusses the importance and benefits of regular screening for sexually transmitted infections and signposts / refers the client to a sexual and reproductive health clinic if symptomatic or concerned

6.1.5 The Contractor is required to ensure that consultations occur in a designated room or area. The designated room or area should meet the relevant guidelines and should enable the conversation between the pharmacist and the client to remain confidential.

6.1.6 The Contractor is required to adhere to national and local guidelines for offering sexual health advice and treatment to young people including the requirement to assess Fraser competence

6.1.7 The Contractor will ensure compliance with local policies and procedures for safeguarding children and vulnerable adults

6.1.8 The Contractor is required to promote the free emergency hormonal contraception service

6.1.9 The Sexual Health Commissioner in the Local Authority will ensure that the Contractor has information about local sexual and reproductive health services including website details to aid pharmacists to make accurate and appropriate referrals / assist with online booking.

6.1.10 The service should be accessible to all clients presenting at the pharmacy during the times that the pharmacy is open, providing the appropriately accredited staff are available.

6.2 Population Data Collection

The Contractor is required to ensure that wherever possible, for all clients attending for emergency hormonal contraception, that a minimum of the first 4 digits postcode data is collected and recorded on patient records. Non-provision of this information should not preclude a patient from accessing emergency contraception.

6.3 Inclusion and exclusion criteria

6.3.1 Emergency hormonal contraception

- a. RBC is commissioning and funding the provision of an emergency hormonal contraception scheme for the benefit of residents of Rochdale borough. The service is open access and may be provided to women regardless of their area of residence attending the pharmacy.
- b. The Contractor is responsible for ensuring that emergency hormonal contraception is issued supplied in accordance with the inclusion and exclusion criteria detailed in the Patient Group Direction(s).

6.4 Referral sources and processes

- a. The Contractor is required to accept self-referrals and referrals from other healthcare professionals
- b. The Contractor is required to signpost or refer clients to other relevant services, as and when required – e.g. sexual and reproductive health services, including supporting online booking if necessary.

6.5 Additional Services

6.5.1 Pregnancy Testing

If the patient is suspected to be or there is a risk that they are pregnant, a pregnancy test should be provided prior to administering emergency contraception. The commissioner will reimburse the contractor for this test as described in this specification.

7. Clinical Governance and Operation

7.1 Clinical Governance

7.1.1 General Requirements

The Contractor is required to ensure compliance with the requirements for clinical governance set out in The National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013¹ including to:

1. Design and implement a clinical effectiveness programme²
2. Design and implement a risk management programme – to include:
 - Production and use of standard operating procedures for – for instance:
 - Dispensing drugs and appliances

¹ See: <https://www.legislation.gov.uk/uksi/2013/349/schedule/4/made?view=plain>

- Procurement, storage and handling of stock
 - Maintenance of equipment
 - Processes for reporting incidents
 - Processes for disposing of clinical and confidential waste
 - Processes for responding to and reporting safeguarding concerns
3. Design and implement a clinical audit programme
 4. Design and implement an information governance programme – to include:
 - Ensuring that data and personal information is collected and recorded in accordance with the approved particulars for information management
 5. Design and implement a staffing / staff management programme – to include:
 - Ensuring that all members of staff (and locums) involved in the operation of the emergency hormonal contraception scheme are competent and have the relevant qualifications and accreditations
 - Ensuring that members of staff (and locums, if appropriate) can obtain training and undertake continuing professional development
 6. Support PHE events/activity using PHE promotional materials where these are available to raise awareness of sexual health trends/programmes and – to include:
 - Promotion of Emergency Contraception scheme
 - Implementation of processes to collect and respond to feedback or complaints
 7. Design and implement a premises improvement programme – to include:
 - Ensuring the premises are maintained in accordance with the approved particulars for premises.

7.1.2 The Contractor is required to have a clinical governance lead for the pharmacy.

7.2 Clinical skills and competencies

7.2.1 The Contractor is required to ensure that all pharmacists involved in the provision of emergency hormonal contraception have:

1. Relevant qualifications, registrations and / or accreditations
2. Completed relevant learning – for example:
 - CPPE emergency hormonal contraception module³
 - CPPE safeguarding children and vulnerable adults e-learning module⁴
 - CPPE PGD e-learning module⁵

³ See: <https://www.cppe.ac.uk/programmes//ehc-a-10>

⁴ See: <https://www.cppe.ac.uk/programmes//safeguarding-w-05>

⁵ See: <https://www.cppe.ac.uk/programmes//ptqpdire-01/>

3. Self-assessed their knowledge, understanding, skills and confidence, and have self- declared their competence to issue and supply emergency hormonal contraception in line with the relevant PGDs:

- Pharmacists are required to complete the CPPE declaration of competence form for emergency contraception⁶ prior to offering this provision for the first time
- Pharmacists are required to renew their personal declaration of competence at no more than three year intervals and in the event of changes to the PGD.

7.2.2 The Contractor is required to ensure that all pharmacists (including locums) have completed and signed the relevant declaration of competence statement. This should be available for evidence via the PharmOutcomes system and made available to the commissioner on request.

7.2.3 7.2.3 The Contractor is required to ensure that all pharmacists have signed the PGD and that copies are kept on file

7.2.4 The Contractor is required to ensure that each pharmacist has had a Disclosure and Barring Service (DBS) enhanced check. DBS checks should be renewed on a periodic basis in line with best practice guidance.

7.2.5 The PharmOutcomes online consultation form, for the supply and administration of Emergency Contraception, must be completed at each consultation and securely kept.

7.3 Care Pathway and Protocols

7.3.1. The Contractor is required to discuss the benefits of using a regular method of contraception with all clients attending for emergency contraception and signpost to other services as follows (see Section 15 for more information on local and national services):

- Clients should be signposted to their GP for routine prescribing of contraceptive pills or the contraceptive injection. Some GPs may also prescribe and insert contraceptive implants, intrauterine systems (IUSs) / intrauterine devices (IUDs) - coils
- Clients can be signposted to a sexual and reproductive health clinic to obtain other methods of contraception – e.g. contraceptive implant or coil
- Clients can be signposted to sexual and reproductive health services in any area for sexually transmitted infection advice, testing or treatment.
- Clients at risk of HIV can be signposted to order a self-sampling kit online at www.test.hiv or can receive testing at any sexual and reproductive health service clinic, some GPs and some pharmacies

⁶ See: <https://www.cppe.ac.uk/services/docs/commissioners/commissioner%20-%20emergency%20contraception.pdf>

- Clients at risk of or living with HIV in Greater Manchester should be signposted to PaSH (Passionate about Sexual Health) for advice and support for them and their families

7.3.2 The Contractor will signpost or refer clients who need or could benefit from an emergency intrauterine device (IUD) to a sexual and reproductive health clinic.

7.4 Clinical Incidents and reporting

7.4.1 Pharmacies have a legal obligation⁷ to use an approved incident reporting system. Contractors should record, report, and respond to incidents in a manner that complies with the requirements set out in the approved particulars⁸ including but not limited to:

1. Maintaining a patient safety incident log
2. Reporting patient safety incidents to the National Patient Safety Agency (NPSA), via the National Reporting and Learning Service (NRLS)

7.4.1 The Contractor is required, as part of this contract, to inform the Commissioner at RBC of any and all incidents relating to the provision of EHC provision.

7.5 Infection Control

The Contractor will maintain their premises to a high standard of cleanliness in order to minimise the risk of healthcare acquired infection for staff and customers.

7.6 Disposal of Waste

The Contractor is required to dispose of clinical and other waste in a safe and lawful manner. See: [Health Technical Memorandum 07-01](#)

8. Information Governance

8.1 General requirements

8.1.1 The Contractor must be compliant with the requirements set out in the Information Governance Toolkit. The current version can be found on the website of NHS Digital (also known as the Health and Social Care Information Centre)⁹. The associated assessment should be completed on an annual basis

8.1.2 The Contractor is required to have an appropriate range of policies, procedures and processes, to secure and protect the personal information of clients in line with the requirements of the law

8.1.3 The Contractor must ensure that all members of staff (including locums) are aware of their responsibilities in relation to the protection of personal information.

8.2 Confidentiality

8.2.1 The Contractor is required to have a confidentiality code of conduct (or similar).

⁷ <https://www.legislation.gov.uk/ukxi/2013/349/schedule/4/made?view=plain>

⁹ See: <https://www.gov.uk/government/publications/clinical-governance-approved-particulars>

⁹ See: <https://www.igt.hscic.gov.uk/>

8.2.2 The Contractor is required to ensure that consultations occur in a designated room or area. The room or area should allow for the conversation between the pharmacist and the client to remain confidential

8.2.3 The Contractor is required to ensure that all members of staff (and locums) know and understand their responsibilities in relation to maintaining confidentiality and are able to explain the code of conduct (or similar) to clients.

8.3 Recording

The service provider must use PharmOutcomes to keep a record of who has accessed the service.

9. Safeguarding

9.1 General Requirements

The Contractor is required to develop, adopt and implement policies and procedures for safeguarding children and adults at risk these must be aligned to the Greater Manchester Safeguarding Policies and Procedures for Children which are accessible via the Rochdale Safeguarding Children Partnership website www.rbscp.org and the Rochdale Safeguarding Adult Board Policies and Procedures which are accessible via the Safeguarding Adult Board website www.rbsab.org

9.1.1 The Contractor is required to ensure that all members of staff (including locums) are aware of their safeguarding duties and responsibilities. All staff should be compliant with Safeguarding Training as per the Intercollegiate Documents for Children, Adults and Looked After Children.

9.1.2 The Contractor is required to ensure that all members of staff (including locums) know how to make safeguarding referrals. In line with Tri X Policies and procedures all children under the age of 13 years who disclose sexual activity must be referred to Children's Social Care know how to record concerns and refer to local safeguarding teams. Further information can be found on PharmOutcomes and through the links in Section 14.

9.2 Child Sexual Exploitation

9.2.1 The sexual exploitation of children and young people under 18 involves exploitative situations, contexts and relationships where young people (or a third person or persons) receive 'something' (e.g. food, accommodation, drugs, alcohol, cigarettes, affection, gifts, money) as a result of performing, and/or others performing on them, sexual activities

9.2.2 In all cases those exploiting the child/young person have power over them by virtue of their age, gender, intellect, physical strength and/or economic or other resources

9.2.3 In order to improve the effectiveness of safeguarding and protecting children and young people from this form of abuse the Contractor is expected to incorporate a prompt within assessment processes to effectively allow the opportunity for disclosure if appropriate/relevant. In this event the Contractor will be required to follow the Greater Manchester Safeguarding Policies and Procedures (Tri X) procedures and protocols and make appropriate referrals

10. Premises

General Requirements

- 10.1** RBC notes that the Contractor has a legal requirement to develop and implement a premises standards programme. NHS England requires contractors to ensure that their programme sets out how the approved particulars¹⁰ will be implemented
- 10.2** The Contractor is required to have a confidential consultation room (or area) and this should be used for consultations for emergency contraception. It must:
- Ensure that there is sufficient space for customers, patients and staff members;
 - Be kept clean and in good repair
 - Be laid out and organised for the purpose of consulting or providing a healthcare service
 - Be laid out and organised so that, once a consultation has commenced and is in progress, other members of staff (or customers) cannot interrupt the consultation or enter the room / area without permission
 - Not be used for storage of stock (other than stock that could be used or supplied during a consultation)

11. Partnerships Working and Relationships

11.1 Relationship with other services

The Contractor is required to develop and maintain links with other relevant services including:

- Virgin Care Sexual Health, Contraception and HIV Service which is responsible for offering clinical advice about contraception and emergency contraception. It should be noted that residents can attend any sexual and reproductive health service in England free of charge
- Young People's Services also delivered by Virgin Care in the borough
- GP practices
- Other pharmacies

11.2 Interdependencies

11.2.1 The Contractor should note the following interdependencies:

1. Medicines management (CSU) is responsible for authorising and issuing Patient Group Directions on behalf of RBC.
2. RBC require our contractors to use PharmOutcomes to record consultations, monitor activity and process invoices.

The Centre for Pharmacy Postgraduate Education (CPPE) offers e-learning for pharmacists and technicians involved in the provision of emergency hormonal contraception and operates the Declaration of Competence scheme.

¹⁰ See: <https://www.england.nhs.uk/wp-content/uploads/2018/02/approved-particulars-premises.pdf>

12. Performance and Outcomes

12.1 Outcomes Monitoring

12.1.1 RBC anticipates that provision of the emergency hormonal contraception scheme will contribute to achieving the following outcomes which are regularly monitored:

| | Outcome | Indicators | Source |
|---|---|---|---------------------------|
| 1 | Reduction in the number of unintended conceptions | Rate and number of abortions Rate and number of second or subsequent abortions | DH Abortion Statistics |
| 2 | Reduction in the number of under-18 conceptions | Number and rate of under-18 conceptions | ONS Conception Statistics |

12.2 Service Monitoring

12.2.1 RBC requires the Contractor to record all consultations using PharmOutcomes and also to submit invoices via this method.

12.2.2 RBC will use the data for the purposes of monitoring provision, audit and for post-payment verification.

| | Indicator | Source | Frequency |
|---|--|---------------|--|
| 1 | Number of consultations for emergency contraception | PharmOutcomes | Commissioners will extract from PharmOutcomes on a quarterly basis |
| 2 | Number of clients issued and supplied with emergency contraceptive pills | PharmOutcomes | Commissioners will extract from PharmOutcomes on a quarterly basis |

12.3 Contract monitoring and compliance

12.3.1 NHS England is responsible for monitoring compliance with the NHS Community Pharmacy Contractual Framework

12.3.2 RBC will monitor compliance with the terms and conditions set out in this contract and may make arrangements following prior notice, for visits to contractors when appropriate.

12.4 Complaints, compliments and suggestions

12.4.1 The Contractor is required to have a process for receiving, reviewing, and responding to complaints and suggestions

12.4.2 The Contractor will inform the Commissioner in the event that a complaint is received about the emergency hormonal contraception scheme.

13. Remuneration

13.1 Fees

13.1.1 RBC has set the following fees:

| Emergency Hormonal Contraception (EHC) | |
|---|---------------|
| Activity | Cost |
| Consultation and advice consistent with protocol and PGD | £15.00 |
| Pregnancy Test | £5.95 |
| Reimbursement of Levonorgestrel 1.5mg | £5.20 |
| Reimbursement of Ulipristal 30mg | £14.75 |

13.1.2 RBC reserves the right to revise fees in consultation with the LPC

13.1.3 Invoices are submitted via PharmOutcomes

13.1.4 All Contractors must where possible record activity 'live' on PharmOutcomes during the intervention with patients. If Contractors try to complete interventions retrospectively they may not have asked all of the questions necessary at the time of the intervention to complete the web form correctly. Furthermore, there is a pathway within PharmOutcomes that guides the Contractor and the patient together, through the service. This includes safeguarding assessments and clinical decision points that ensure the best service for the patient and the right signposting and dispensing of medication (if appropriate).

13.2 Volume

RBC is not setting a minimum or maximum number of consultations. However, the Commissioner reserves the right to limit or suspend the service on a temporary basis in the event that demand for provision exceeds the available budget.

14. Guidelines and Resources

14.1 National Guidelines

General

[Department of Health \(2013\) 'A Framework for Sexual Health Improvement in England'](#)

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/142592/9287-2900714-TSO-SexualHealthPolicyNW_ACCESSIBLE.pdf

[Department of Health \(2013\) 'Sexual Health Clinical Governance: Key principles to assist commissioners and providers to operate clinical governance systems in sexual health services'](#)

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/252975/Sexual_Health_Clinical_Governance_final.pdf

Emergency Contraception

[Faculty of Sexual and Reproductive Health:](#)

<https://www.fsrh.org/standards-and-guidance/current-clinical-guidance/emergency-contraception/>

[Faculty of Sexual and Reproductive Health:](#)

<https://www.fsrh.org/standards-and-guidance/documents/ceu-clinical-guidance-emergency-contraception-march-2017/>

14.2 National resources

(a) National Sexual Health Information Line

- Members of the public can call the National Sexual Health Helpline on 0300 123 7123 between 9am and 8pm, Monday to Friday

(b) Sexwise website (fpa)

- Members of the public can visit www.sexwise.fpa.org.uk for information and advice about contraception and sexual health

Providers of sexual and reproductive health services can register for a free account. Account holders can download patient information leaflets and other resources. See: <https://www.fpa.org.uk/resources/free-sexual-health-information-england-northern-ireland>

14.3 Local Guidelines

14.3.1 Local Services

(a) Virgin Care Sexual Health Service

For example; The Northern www.thenorthernsexualhealth.co.uk

(c) PaSH – HIV prevention, care and support in Greater Manchester:

www.gmpash.org.uk/hiv

14.3.2 Point of Contact

The operational contact for the agreement at RBC is **Erica Nixon** (erica.nixon2@rochdale.gov.uk).

14.4 Safeguarding

15.4.1 Actions to be carried out when you are worried a child is being abused can be found at <http://greatermanchesterscb.proceduresonline.com/>

15.4.2 GM Protocol on Working with Sexually Active People under the age of 18 years http://greatermanchesterscb.proceduresonline.com/chapters/p_work_sexually_act_yp.html

15. Agreement Termination

The Commissioner and the provider may agree, in writing, to terminate the contract and, if agreement is reached, the date on which the termination should take effect, with a minimum notice period of 30 days.

The Commissioner will have the right to suspend or terminate delivery of the service if the provider fails to meet the terms of this agreement, including accredited pharmacist status.

16. Agreement Variation

The Commissioner reserves the right to vary any part of this agreement at any time as a result of any Act of Parliament, or direction of Central Government or outcome of review of audit, provided that no less than 30 days' notice to this effect is given.

SCHEDULE 2

SAFEGUARDING POLICIES

The Provider must conform with Rochdale Council's safeguarding policies, which may be amended from time to time, and can be located as follows:

Children: www.rbscb.org

Adult: www.rochdale.gov.uk/safeguardingadults

GM Safeguarding Contractual Standards 2021-22 (CCG)



1 - FINAL DRAFT_
GM Safeguarding C

Safeguarding Children is everybody's business and statutory guidance applies - Working Together to Safeguard Children HMSO 2013 plus any supplementary guidance published

Actions to be carried out when you are worried a child is being abused can be found at <http://greatermanchesterscb.proceduresonline.com>

Multi agency Safeguarding training can be assessed at: <https://www.rbscb.org/multi-agency-training-courses>

SCHEDULE 3

INCIDENTS REQUIRING REPORTING PROCEDURE

The Provider must report all Serious Incidents within 2 working days of becoming aware of them. The Provider must complete a Root Cause Analysis Report and Action Plan within 60 days of the Serious Incident and submit to the HMR CCG. Contact hmrccg.safeguarding@nhs.net to report an incident.

SCHEDULE 4

AGREED VARIATIONS

Details of Agreed Variations to be recorded here.

| Date variation came into force | Description of variation |
|--------------------------------|--------------------------|
| | |
| | |
| | |
| | |
| | |

Variation Notice

This Variation Notice is issued under clause B17 of the Contract for Locally Commissioned Services for Pharmacies dated the 1st April 2021 between the Rochdale Borough Council and the Provider.

1. The parties may propose to make variations to the above contract and this Variation Notice is served in accordance with clause B17.2 of the above contract.
2. The proposed variation is as follows:

3. The Reason for the variation is as follows:

4. The parties must enter into good faith negotiations for a period of not more than 30 Business Days from the date of this Notice in accordance with clause B17.3.
5. This Variation Notice will only become a valid variation to the above contract if the requirements under clause B17.4 are met.
6. Your attention is drawn to the provisions of clause 27 of the above contract concerning the ability of either party to terminate the contract.

Signed for and on behalf of **THE ROCHDALE BOROUGH COUNCIL**

Signed for and on behalf of _____

.....
.....
(Authorised Signatory)

Name:

Name:

Date:

Date:

Specimen Extension Notice



Number One Riverside
Smith Street
Rochdale
OL16 1XU

Tel:
Email:
Web site:
Ref: NWCE

**PLEASE NOTE THIS IS
AN EXAMPLE ONLY**

Dear Sirs,

CONTRACT: XXXXXXXX

CONTRACT PERIOD: XXXXX TO XXXXXX, WITH OPTION TO EXTEND TO XXXXXX

I refer to the above contract and I am pleased to offer a 1 year extension period until xxxxx 2022, as provided for in the original contract, subject to your acceptance under the terms detailed below:

Terms for Extension Period:

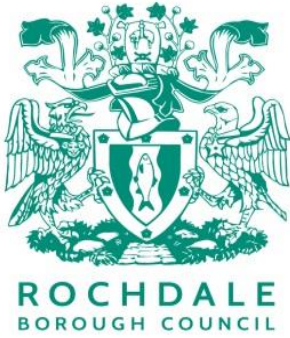
- The contract extension is offered under the terms and conditions of the original contract
- Prices will remain fixed for the contract extension period

The contract will not be extended beyond this period, and will come to an end on xxxxxx.

Please sign and date the attached document, and return it to myself, at the above address. This will be counter-signed, and a copy returned to you, for your records. This will give the Council notification of acceptance of the contract extension and intention to be bound by the Council's terms and conditions.

If you require further information, please do not hesitate to contact me.

Yours faithfully,



Number One Riverside
Smith Street
Rochdale
OL16 1XU

Web site: www.rochdale.gov.uk
Ref: NWCE-8NUNSB

**PLEASE NOTE THIS IS
AN EXAMPLE ONLY**

ACCEPTANCE OF CONTRACT EXTENSION FOR: xxxxxxxx

CONTRACT: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

CONTRACT PERIOD: XXXXX TO XXXXX

EXTENSION PERIOD: XXXXX TO XXXXX

*I / We confirm acceptance of the above contract extension. *I / We accept that the contract will end on xxxxxxx 2021, and there will be no contract in place after this date.

**Delete as appropriate*

On behalf of xxxxxxxx

Signed

Name:

Block Capitals

Designation:

Date:

On behalf of Rochdale BC

Signed

Name:

Block Capitals

Designation:

Date:

SCHEDULE 5

PERFORMANCE MANAGEMENT

Providers will be expected to improve performance across all services based on the previous year's baseline data. Should this be the first year a provider delivers a service then baseline data will be collected.

Commissioners will advise providers on a quarterly basis of their current level of performance against agreed targets. Where improvement is required support will be offered to assist in performance improvement and details will be stored at this appendix.

SCHEDULE 6

BUSINESS CONTINUITY

Providers are to submit to commissioners their Business Continuity Plan.

Commissioners will review the plan and where necessary Commissioners will request amendments which the provider must implement

SCHEDULE 7

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 any body, 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

Authorised Person means the Council and any body or person concerned with the provision of the Service or care of a Service User

Council Representative means the person identified in clause A4.1 (*Representatives*) 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 Council 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 Service, as agreed with the Council 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

Charges means the charges which shall become due and payable by the Council to the Provider in respect of the provision of the Service in accordance with the provisions of this Contract, as such charges are set out in Appendix M.

Commencement Date means the date identified in clause A3.1 (*Commencement and Duration*)

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

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 Service; 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 Service in accordance with this Contract

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

Contract Query means:

- (i) a query on the part of the Council in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or
- (ii) a query on the part of the Provider in relation to the performance or non-performance by the Council 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

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

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 Council

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 1998

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 K (*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 (*Commencement and Duration*)

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 Council

General Conditions has the meaning given to it in clause A1.1(b) (*Contract*)

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 Council 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 Service 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 Service), 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:

- (i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (ii) any enforceable EU right within the meaning of Section 2(1) of the European Communities Act 1972;
- (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (iv) National Standards;
- (v) Guidance; and
- (vi) 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 Service, 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 Service

LIBOR means the London Interbank Offered Rate for 6 months sterling deposits in the London market

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

National Institute for Health and Clinical Excellence or **NICE** means 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 Council 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

Persistent or Repetitive Breach means two or more breaches within a six month period

Personal Data has the meaning set out in the DPA

Prohibited Acts has the meaning given to it in clause B34.1 (*Prohibited Acts*)

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

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

Providers Tender Submission means the Form of Tender submitted by the Provider to the Council and set out at Appendix B (*Providers Tender Submission*)

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

Public Authority means as defined in section 3 of the FOIA

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 Service

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 namely employers liability insurance at £5,000,000 and public liability/ medical negligence insurance at £10,000,000

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 E (*Safeguarding Children and Vulnerable Adults*)

Second Exception Report means a report issued in accordance with clause B24.22 (*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 Council are likely to be of significant public concern

Service Commencement Date means the date set out in clause A3.2 (*Commencement and Duration*)

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

Service User means the person directly receiving the Service 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 H (*Service Quality Performance Report*)

Service means the services (and any part or parts of the service) described in the Service Specification, 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 A1.1(c) (*Contract*)

Staff means all persons employed by the Provider to perform its obligations under this Contract together with the Provider's servants, agents, suppliers and Sub-contractors used 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 Council between the Provider and a third party for the provision of part of the Service

Sub-contractor means any third party appointed by the Provider and approved by the Council under clause B18.1 (*Assignment and Sub-contracting*) to deliver or assist with the delivery of part of the Service as defined in a Service Specification

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

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 B17.2 (*Variations*).