

**TURNING
POINT**
inspired by possibility



Turning Point Specification for Needle & Syringe Programme

**ROAR
Community
Pharmacy
Agreement
(Part A)**

V1.0 March 2018

SERVICES AGREEMENT

AN AGREEMENT BETWEEN Turning Point, Standon House, 21 Mansell Street, London E1 8AA (hereinafter referred to as 'Company') and the person, firm or company shown in Schedule A (hereinafter referred to as 'Contractor')

WHEREAS:

- (i) Company has asked Contractor, described in Schedule A, to provide certain services ('the Services') as described in Schedule B to this Agreement.
- (ii) Contractor has agreed to provide the Services in accordance with the terms set out below and in consideration of the payments herein agreed to be made.

IT IS AGREED AS FOLLOWS:

1. Appointment and Term

- 1.1 Company hereby engages Contractor to carry out the Services and Contractor hereby agrees to provide the Services on the following conditions.
- 1.2 This agreement shall be in substitution for any terms previously in force between Contractor and Company and Contractor .
- 1.3 Contractor's appointment shall commence from and (subject to the powers of termination hereinafter contained) continue to the respective dates set out in Schedule B to this Agreement. These dates are agreed on the basis that, normal circumstances prevailing, the Services shall have been completed to the satisfaction of the Company.
- 1.4
 - a) Subject to clause 1.4 (b), Contractor will perform the Services personally, or will assign the Services to the person or persons named in Schedule A
 - b) If for any reason the person or persons named in Schedule A is no longer available, Contractor will replace him/her immediately by another person or persons of equal competence.
- 1.6 It is agreed that, for the purposes of carrying out the Services under this Agreement, Contractor is an independent contractor who shall not hold itself out as or purport to be an employee of Company. Nothing in this agreement shall be deemed to imply that the relationship between Company and Contractor under this agreement is that of master and servant, principal and agent or employer and employee.

- 1.7 If either party shall be prevented from carrying out its obligations under this Agreement due to causes beyond its reasonable control including, without prejudice to the generality of the foregoing, strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, then:
- a) subject to 1.7 (b) and (c), that party's obligations under the contract shall be suspended during the period and to the extent that that party is prevented or hindered from performing its obligations under the Agreement;
 - b) the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause. The omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party;
 - c) In the event that the cause continues for more than one month either party may terminate this Agreement immediately and without notice.
- 1.8 This Agreement, including the attached schedules, contains the whole Agreement between the parties. This Agreement may not be altered, amended or modified except in writing signed by duly authorised representatives of the parties which in the case of Company is the Procurement Manager.

2. Scope of Appointment

- 2.1 During the continuance of this Agreement Contractor shall provide the Services with due care and skill and to the best of Contractor's ability.
- 2.2 Contractor undertakes that appropriate time will be spent (if appropriate at Company) (including the preparation of any documentation) to ensure completion of the Services within any set deadlines.
- 2.3 The Services shall conform with the particulars (if any) set out in Schedule B. Contractor shall ensure that the Services are performed in time, and to the skilled and expert standards to be expected in the provision of such Services. Contractor should exercise and carry out such functions and observe all such directions as Company may lawfully direct, give or impose upon Contractor within the scope of the services.
- 2.4 Liaison relating to technical and/or operational matters in respect of the Services shall be dealt with by the parties' respective representatives identified in Schedule A.
- 2.5 Liaison relating to commercial and/or contractual matters shall be dealt with on behalf of Company by the Procurement Manager who is the only

person empowered to amend any of the terms of this Agreement on behalf of Company with Contractor.

3. Assignment and Mutual Confidentiality

- 3.1 Except as provided in this Agreement, Contractor shall not delegate assign or sub-contract the performance of the Services or any duties or obligations arising under this Agreement.
- 3.2 Contractor shall not assign the benefit of this Agreement without the prior written approval of the Company.
- 3.3 Contractor shall not either during or after the termination of this Agreement without limit in point of time divulge or communicate to any person or persons any secret or confidential or other information which Contractor may receive or obtain in relation to the affairs of Company or the working of any process or invention which is carried on or used by Company or which Contractor may make or discover during this Agreement and shall not for Contractor's own purposes nor for any purposes other than those of Company use or disclose any information or knowledge of a confidential nature which Contractor may from time to time acquire in relation to Company. Contractor shall ensure that its employees or agents also observe the provisions of this clause.

4. Termination

- 4.1 This Agreement may be terminated by Company party or Contractor giving not less than 28 days written notice at any time after the commencement date.
- 4.2 This Agreement shall be subject to termination by Company by summary notice in writing in the circumstances set out in clauses 1.4(b), 1.7(c) or if contractor shall have:-
 - a) committed any serious breach or repeated or continued (after reasonable warnings) any material breach of its obligations hereunder including failing to supply the Services on time and failing to supply the Services to the quality or standard required; or
 - b) been guilty of conduct tending to bring itself or the Company into disrepute; or
 - c) failed to discharge its duties hereunder efficiently or diligently.
- 4.3 On the termination of this Agreement howsoever arising Contractor shall forthwith deliver to Company all books documents papers and other property of or relating to the business of Company which may then be in Contractor's possession or under its control, unless prohibited by law.
- 4.4 Termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination.

- 4.5 Any termination notice sent by first class post to the address set out in Schedule A party shall be deemed to have been received two days from the date of posting.
- 4.6 No forbearance or indulgence by Company or Contractor in enforcing any condition of this Agreement shall prejudice or restrict Company's or Contractor's rights or powers under this Agreement and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.

5. Indemnity and Insurance

- 5.1 Contractor agrees to indemnify and keep indemnified the Company from and against any or all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred (up to £1million) by the Company resulting from a breach of this agreement by Contractor (including employee's or agents of Contractor) including:
- a) any act, neglect or default in the performance of the Services;
 - b) breaches in respect of any matter arising from the provision of the Services resulting in a successful claim from any third party.
 - c) any Court action against Company for infringement of any copyright or intellectual property used by Contractor, or by Company in accordance with Contractor's instructions or with Contractor's consent.
- 5.2 Contractor agrees to maintain at its own cost a comprehensive policy of insurance to cover:
- public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;
 - employer's liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims;
 - professional indemnity insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.

6. Payment Terms

- 6.1 In consideration of the provision of the Services Neo 360 shall pay to Contractor such amounts, and in accordance with the procedures, as are set out in Schedule B, including payment within 45 days of the claim deadline.
- 6.2 The amounts set out in Appendix A are on a fixed price basis and any modifications or variations to those amounts will be agreed through

consultation with the LPC. Any subsequent changes will be reflected in the issue of a new contract.

- 6.3 Applicable to Rochdale and Oldham Active Recovery (ROAR) Service contracts only – the amounts set out in Schedule 1 are on a fixed maximum price basis for the initial 6 months of the agreement. Following this period consultation will take place around payment amounts and service provision. Any price change will not come into effect until one month after notice of price increase is given.

7. Value Added Tax

- 7.1 Unless otherwise provided, in addition to sums payable by the Company under this agreement the Company shall on provision by Contractor of a valid tax invoice pay any value added tax (“VAT”) properly payable in respect thereof.

8. Taxes

- 8.1 Any payment of or responsibility for any VAT, income tax or other taxes, national insurance as a self-employed person or similar impost or other such payment of a fiscal nature which may be found due in respect of the appointment and the payment of fees by the Company to Contractor hereunder (together referred to as “the Taxes”) shall be exclusively borne by Contractor.

9. Law

- 9.1 The construction, performance and validity of this Agreement will be governed by the laws of England, and the parties hereby agree to submit to the jurisdiction of the English Courts.

Signed for and behalf of Company: Turning Point

Signature:



Print Name: Jason Drury

Position: Procurement Manager

Date: 14/03/2018

Signed for and on behalf of Contractor:

Signature:

Print Name:

Position:

Date:

SCHEDULE A

CONTRACTOR AGREEMENT CONTACT *:

Pharmacy name and branch where applicable *:	
Names of key contacts assigned to provide service *:	
Address *:	
Email:	
Tel No.	
Website:	

* For corporate/multiple pharmacy bodies please complete the table below with regards to your pharmacy branches that will be engaging with the needle and syringe programme enhanced service

Branch name and number (where applicable)	Address	Key contact in pharmacy and role

COMPANY AGREEMENT CONTACT:

Name:	Turning Point
Address:	The Exchange 3 New York Street M1 4HN
Name of individual to provide services:	Jason Drury
Tel No:	0161 238 5192
Email:	jason.drury@turning-point.co.uk

COMPANY FINANCE CONTRACT:

Name:	Accounts Payable
Address:	The Exchange 3 New York Street M1 4HN
Tel No.	0161 238 5100
Email:	accounts.payable@turning-point.co.uk

SCHEDULE B

SERVICES:

The supply and delivery of the Needle and Syringe Programmes (NSPs) from Community Pharmacies as outlined in TP Pharmacy Specification.

DATES FOR PROVISION OF SERVICES:

Start Date: 1 st April 2018
End Date: 31 st March 2021

DELIVERABLES:

The following item(s) must be delivered to the Company as a result of This contract:
Outlined in the <i>Turning Point Specification for Needle & Syringe Programme: Community Pharmacy Agreement</i> (attached)

METHOD OF MEASUREMENT:

The services provided by the Contractor shall be measured using:
Outlined in the <i>Turning Point Specification for Needle & Syringe Programme: Community Pharmacy Agreement</i> (attached) (attached)

Contract sum:

Outlined in the *Turning Point Specification for Needle & Syringe Programme: Community Pharmacy Agreement Part B* (attached): *Schedule 1 – Payments* (attached)