

DATED

2020

NORTH SOMERSET COUNCIL

AND

[ADD NAME OF PHARMACY]

Company number [] whose registered office is at

[]

(‘the Provider’)

CONTRACT

Provision of Pharmacy Services

For

Pharmacy sexual health services for under 25s

Supervised Consumption Service (supervision of the self-administration of methadone and buprenorphine (opiate substitute treatment)) (‘OST’)

Pharmacy needle exchange service (‘PNX’)

Support to Stop Smoking services in pharmacy

North Somerset Council
Legal Services

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SECTION A: THE PARTICULARS

THIS AGREEMENT is dated

Parties

- (1) **NORTH SOMERSET COUNCIL** of Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ (**'the Council'**)
- (2) [REDACTED] (registered with company number [REDACTED]
[REDACTED] whose registered office is at
[REDACTED] (**'the Provider'**)

Background

(A) The Council must exercise a number of health service functions set out in section 2B of the National Health Service Act 2006 and the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2013. In order to satisfy these obligations, the Council wishes to secure the provision of the Services and the Provider wishes to provide the Services.

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

IT IS AGREED as follows:

1. **This Contract** is comprised of:
 - 1.1. The Particulars (Section A);
 - 1.2. The Conditions (Section B)
 - 1.3. Its schedules and appendices
2. **Interpretation:**
 - 2.1. This Contract shall be interpreted in accordance with the clause 1 (Definitions and Interpretation) of Section B, unless the context requires otherwise.
3. **Commencement and Duration**

As set out in clause 2 of Section B.

4. Services

4.1. The Provider shall provide the Services as shown in the box(es) below from and including the Service Commencement Date and for the Term for the Charges in accordance with the provisions of this Contract:

- Pharmacy Sexual Health Services for Under 25s
- Supervised Consumption Service ('OST')
- Pharmacy needle exchange service ('PNX')
- Support to Stop Smoking service in pharmacy

*Tick as appropriate depending on the Service to be provided.

4.2. The Provider shall provide each of the Services listed and ticked in clause 4.1 from the address(es) set out in the table below. The Provider shall immediately, following any change to those details, notify the Council of such change, giving full details.

5. Key Contacts

- 5.1. The following persons are the Council's Key Contacts for the purposes of the Contract:

Sexual Health Services: Kate Blakley – Kate.Blakley@n-somerset.gov.uk

Supervised Consumption Service – Ted Sherman – Ted.Sherman@n-somerset.gov.uk

Needle Exchange Services – Ted.Sherman@n-somerset.gov.uk

Support to Stop Smoking Services: Chris Miles – Chris.Miles@n-somerset.gov.uk

- 5.2. The following person is the Provider's Key Contact for the purposes of the Contract:

Sexual Health Services: [REDACTED]

Supervised Consumption Service: [REDACTED]

Needle Exchange Services & Supervised consumption: [REDACTED]

Support to Stop Smoking Services: [REDACTED]

SECTION B: THE CONDITIONS

1. Definitions and Interpretation

- 1.1. The following definitions and rules of interpretation in this clause apply in this Contract.

Achieved key Service Outcomes: in respect of any Service in any method of measurement period, the standard of performance actually achieved by the Provider in the provision of that Service in the method of measurement period in question (calculated and expressed in the same way as the Key Service Outcome for that Service is calculated and expressed in paragraph 5 of each Specification)

Bribery Act: the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Caldicott Principles: the seven key safeguarding principles for keeping health and social care information secure.

Charges: the charges for the Services as follows:

(a) Sexual Health Services: the charges set out in paragraph 4.2 of the Sexual Health Services Specification;

(b) Supervised Consumption Services: the charges set out in paragraph 8 of the OCT Specification

(c) Needle Exchange Services: the charges set out in paragraph 8 of the PNX Specification

(d) Support to Stop Smoking Services: the charges set out in paragraph 8 of the Support to Stop Smoking Specification which shall become due and payable (as applicable) by the Council to the Provider for the Services in accordance with the provisions of this Contract.

Complaints Procedure: the procedure for receiving and dealing with complaints, as set out in Schedule D.

Confidential Information: all confidential information, whether written or oral (however recorded or preserved), provided by the disclosing Party to the receiving Party and which (a) is known by the receiving Party to be confidential; (b) is marked as, or stated to be, confidential; (c) ought reasonably to be considered by the receiving Party to be confidential or (d) Personal Data

Contract: has the meaning given to it in clause 1 of Section A (The Particulars)

Council's Key Contacts: the individuals identified in clause **Error! Reference source not found.** of Section A (The Particulars) of the Contract, each appointed by the Council to manage the provision of their respective part of the Services.

Data Controller: any person who falls within the definition of "controller" in the Data Protection Legislation.

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

Data Processor: any person who falls under the definition of "processor" in the Data Protection Legislation

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

Data Protection Legislation:

- (a) the UK Data Protection Legislation and any other applicable Law governing the processing of Personal Data and privacy and any subordinate or related legislation;
- (b) any guidance, codes of practice or instruction issued by the ICO (or any other relevant regulatory supervisory authority) from time to time;
- (c) any replacement to, addition to, or amendment of, any of the foregoing including any national law or regulations constituting a replacement or successor data protection regime to that governed by UK Data Protection Legislation; and
- (d) any other applicable Laws governing the processing of Personal Data and privacy which may come into force from time to time

Data Protection Officer: the role as defined under Chapter IV, Section 4 of the Data Protection Legislation.

Data Subject: an individual who falls under the definition of "data subject" in the Data Protection Legislation.

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

DBS: The Disclosure and Barring Service established under the Protection of Freedoms Act 2012

Default Notice: is defined in clause 4.2 of Section A.

Directive: the EC Acquired Rights Directive (Directive 2001/23/EC)

Dispute Resolution Procedure: the procedure set out in clause 19

Effective Date: the date of this Contract.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Exit Day: has the meaning set out in the European Union (Withdrawal) (No 2) Act 2019

Expiry Date: 31 March 2022

Extension Period: shall have the meaning given in clause 2.2 of Section B

FOIA: means the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any act, event, omission or accident outside of the reasonable control of either Party, and which is not attributable to any act or failure to take preventative action by the Party concerned including, without limitation, acts of God, flood, storm, earthquake or other natural disaster, epidemic or pandemic, riots, war, threat or preparation for war, civil war, civil commotion or riots, acts of terrorism, fire, explosion, collapse of buildings, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority including, without limitation, imposing an export or import restriction, quota or prohibition, and any disaster, any labour or trade disputes, strikes, industrial action or lockouts but excluding any industrial dispute relating to either Party, the Staff, or any other failure in the Provider's supply chain.

Good Industry Practice: The degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body working and delivering comparable services which are substantially similar to the Services.

Information: has the meaning given under section 84 of the FOIA.

Initial Term: the period commencing on the Services Commencement Date and ending on the Expiry Date

Insolvency Event: where:

(a) the Provider suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

(b) the Provider commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

(c) a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the Provider (being a company);

(d) an application is made to the court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Provider's business (being a company);

(e) the holder of a qualifying floating charge over the assets of the Provider (being a company) has become entitled to appoint or has appointed an administrative receiver;

(f) a person becomes entitled to appoint a receiver over the assets of the Provider or a receiver is appointed over the assets of the Provider;

(g) the Provider (being an individual) is the subject of a bankruptcy petition or order;

(h) a creditor or encumbrancer of the Provider attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Provider's assets and such attachment or process is not discharged within 14 days;

(i) the Provider suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(j) the Provider (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Key Service Outcomes: the key performance indicators and outcomes to be achieved as set out in paragraph 5 of each Specification

Laws: The laws of England and Wales and the European Union (including but not limited to statutory instruments, orders, regulations, directives, guidance or codes of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body) to be observed and performed in connection with the Services and with which the Provider is bound to comply.

Needle Exchange Service ('PNX') a service to provide access to sterile needles and syringes, the use of, and the disposal of, safe injecting equipment, advice on use of naloxone and referral into other treatment services, as more particularly set out in the PNX Service Specification.

OST Specification: the specification for the Supervised Consumption Service set out in Part 3 of Schedule A.

Party: the Provider or the Council (as appropriate) and “Parties” shall mean both of them

Personal Data: any information which falls within the definition of “personal data” under the Data Protection Legislation.

Personal Data Breach: a breach of security that affects the confidentiality, integrity or availability of Personal Data from the accidental or unlawful loss, destruction, corruption, alteration, unauthorised disclosure of, or access to, Personal Data.

PharmOutcomes: a web-based system which allows the Provider to collate and capture Services delivered, provides financial data for those Services and allows the Provider to better manage and audit the delivery of the Services.

PNX Specification: the service specification for the Needle Exchange Services set out in Part 2 of Schedule A.

Prescribed Rate: Three (3) per cent over the base rate from time to time of the Bank of England

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to (i) induce the person to perform improperly a relevant function or activity or (ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree or receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) committing any offence (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Council;

(d) any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice or conduct had been carried out in the UK

Provider’s Key Contact: the person identified in clause **Error! Reference source not found.** of Section A of this Contract, appointed by the Provider to manage the provision of the Services.

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same

meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006

Regulated Activity Provider: shall have the same meaning as set out in the Safeguarding Vulnerable Groups Act 2006

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this Contract provided by any Replacement Provider.

Replacement Provider: any third-party provider of Replacement Services appointed by the Council from time to time

Request for Information: has the meaning set out in the FOIA or the EIRs as relevant

Serious Incident: an event in health care where the potential for learning is so great, or the consequences to patients, families and carers, staff or organisations are so significant, that they warrant using additional resources to prepare and deliver a comprehensive response. Serious incidents can extend beyond incidents which affect patients directly and include incidents which may indirectly impact patient safety or an organisation's ability to deliver ongoing healthcare.

Service Reports: the information and data required to be uploaded by the Provider onto PharmOutcomes to include the Services delivered, service volumes and the Charges for those Services

Services: those services identified in clause 4.1 of Section A described in the Specifications relevant to the service in question and which are to be provided by the Provider under and in accordance with this Contract.

Sexual Health Services: pharmacy sexual health services for under 25s to improve access to routine sexual health services to young people aged 13 to 24 years, including testing for and treatment of chlamydia, contraceptives and signing posting to other sexual health services, as more particularly set out in the Specification for Sexual Health Services.

Sexual Health Specification: the specification for Sexual Health Services set out in Part 1 of Schedule A

Stop Smoking Specification: the specification for Support to Stop Smoking set out in Part 4 of Schedule A

Submission Claim: as defined in clause 7.1

Supervised Consumption Service: the supervised consumption of opiate substitute treatment services as set out in the OST Specification

Support to Stop Smoking Services: services provided in pharmacy to support people aged 16 years and over living in North Somerset who

smoke to stop smoking, as more particularly set out in the Specification for Support to Stop Smoking.

Specifications: collectively the PNx Specification, the Sexual Health Specification, the Stop Smoking Specification and the OST Specification.

Staff: all persons employed, engaged and/or authorised by the Provider to perform its obligations under this Contract.

Staff Vetting Procedures: vetting procedures that accord with Good Industry Practice or, where requested by the Council, the Council's procedures for the vetting of Staff as provided to the Provider from time to time.

Target Key Service Outcomes: the minimum level of performance for a Key Service Outcome which is required by the Council as set out against the relevant Key Service Outcome

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

- (a) any Extension Period; or
- (b) the earlier termination of this Contract in accordance with its terms

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations enacted for the purpose of implementing the Directive in English Law.

UK Data Processing Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679), the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Working Day: Monday to Friday, excluding any public holidays in England and Wales or any other day that the Council is not open for normal business

VAT: value added tax chargeable under the Value Added Tax Act 1994.

- 1.2. Clause, schedule and paragraph headings are for convenience of reference only and shall not affect the interpretation of this Contract.
- 1.3. References to clauses and schedules are to the clauses and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule.

- 1.4. A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. A Reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6. The schedule forms part of the Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedule.
- 1.7. Except where the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.9. A reference to any enactment includes reference to that enactment as amended, extended or re-enacted from time to time and to any subordinate legislation or byelaw made under that enactment
- 1.10. Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies [in England and Wales from time to time including as retained, amended, extended or re-enacted on or after exit day from time to time
- 1.11. A reference in this Contract to any other agreement or a document is a reference to such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Contract) from time to time.
- 1.12. The words “ **include**”, “**includes**”, “**including**” and “**included**” shall be understood as meaning without limitation by the words which follow those words;
- 1.13. A reference to **writing** or **written** excludes faxes and e-mail.
- 1.14. Any obligation on a Party not to do or omit to do anything shall include an obligation not to allow agree that thing to be done or omitted to be done.

- 1.15. Where any statement is qualified by the expression “so far as the Party is aware” or “to the Party’s knowledge” or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.16. Where there is any conflict or inconsistency between the provisions of this Contract, such conflict or inconsistency shall be resolved according to the following descending order of priority:
 - 1.16.1. Section A;
 - 1.16.2. Section B
 - 1.16.3. The schedules to this Contract.

2. Commencement and Duration

- 2.1. This Contract shall take effect on the Effective Date and continue until 31.03.2024.
- 2.2. The Council may extend this Contract beyond the Initial Term by a further period or two years ('**Extension Period**'). If the Council wishes to extend this Contract, it shall give the Provider not less than 6 months' written notice of such intention before the expiry of the Initial Term.
- 2.3. If the Council gives such notice then the Term shall be extended by the Extension Period.
- 2.4. If the Council does not wish to extend this Contract beyond the initial Term this Contract shall expire on the expiry of the Initial Term and the provisions of clause 23 (Consequences of Termination or Expiry) shall apply.

3. The Services, standards, and Staff

- 3.1. In consideration of the payment of the Charges, the Provider shall provide the Services to the Council with effect from the Services Commencement Date and for the Term in accordance with the terms and conditions of this Contract.
- 3.2. The Provider shall (and shall procure that its Staff shall) prior to the provision of the Services in order to maintain, improve and safeguard delivery of the Services ensure that:

- 3.2.1. for Sexual Health Services, all pharmacists engaged in this service have self-certified, by completing and submitting on PharmOutcomes the CPPE self-declaration of competence form, that they have the appropriate knowledge, skills and competencies to provide the Sexual Health Service, including prescribing and supplying emergency hormone contraception, as more particularly described in the Sexual Health Specification;
- 3.2.2. for Support to Stop Smoking, all pharmacists engaged in this service have self-certified by completing and submitting on PharmOutcomes the CPPE self-declaration of competence form they have the appropriate knowledge, skills and competencies to provide the Support to Stop Smoking Services, including prescribing and supplying Varenicline, as more particularly described in the Stop Smoking Specification
- 3.2.3. for the Supervised Consumption Service and the Needle Exchange Service, all pharmacists engaged in providing such services have declared themselves competent to provide such services by completing the Declaration of Competence steps/requirements on PharmOutcomes and generating a signed personalised statement of declaration

And shall make available a copy of each completed declaration to the Council's Key Contacts (as relevant) upon request.

- 3.3. At all times the Provider shall ensure that the Services are provided or procure that they are provided:
 - 3.3.1. with all reasonable skill, care and diligence in accordance with Good Industry Practice and in full compliance with all applicable Laws and in accordance with any guidance issued from time to time by any relevant regulatory body for the delivery of the Services;
 - 3.3.2. in accordance with the Specifications (as relevant);
 - 3.3.3. to meet the Key Service Outcomes;
 - 3.3.4. in accordance with any guidance issued from time to time by any relevant regulatory body;
 - 3.3.5. by Staff that are suitably skilled, qualified, experienced and trained to perform the Services assigned to them and, in addition, that each member of Staff complies with the training requirements set out in the Specifications (relevant to the Service in question);

- 3.3.6. with a sufficient number of Staff to allow the Provider to provide the Services in accordance with this Contract;
 - 3.3.7. where applicable, by Staff who are registered with the appropriate professional regulatory body;
 - 3.3.8. by Staff who are aware of and respect equality and human rights of customers, clients, and colleagues and show the highest standards of courtesy and consideration of service users;
 - 3.3.9. by Staff who are vetted in accordance with the Staff Vetting Procedures appropriate to the roles in which they are engaged;
 - 3.3.10. by pharmacists who, at all times when providing the Services, keep up-dated their CPPE self-declaration forms to enable them to assess and review their knowledge, skills and competencies and identify learning, training and assessment needs.
- 3.4. The Provider must ensure that the Services are available at all times the pharmacy is open within the pharmacy's contracted opening hours (both core and supplementary opening hours), and on any bank or public holidays on which the pharmacy is open.
- 3.5. The Provider shall ensure that its Staff will not be permitted to provide the Services until all necessary checks have been made under clause 3.3.9 and are satisfactory.
- 3.6. The Provider shall not employ or use any person in the provision of the Services where the Provider has reason to believe:
- 3.6.1. that such person is likely to bring the Council into disrepute or is an unsuitable person to work in the provision of the Services; or
 - 3.6.2. that such person is not authorised to work in the United Kingdom under the Immigration, Asylum and Nationality Act 2006 or any other similar enactments affecting immigration and right to work in the United Kingdom and any related regulations and/or immigration rules or guidelines.
- 3.7. The Provider is responsible for the employment and conditions of service of its Staff including income and other taxes, national insurance contributions or levies of any kind.

3.8. The Provider shall ensure that pharmacists engaged in the delivery of the Services:

3.8.1. comply at all times with the service standards and clinical governance required set out in section 3 of the Service Specifications; and

3.8.2. complete an annual Pharmacy Clinical Governance Assurance Statement via PharmOutcomes to provide assurance that the Services are being delivered in a safe and effective manner and meet the required quality standards set out in the Specifications (in question) and in accordance with this Contract.

3.9. The Provider shall maintain up-to-date personnel records of Staff engaged in the provision of the Services and shall provide information to the Council as the Council reasonably requests on these Staff. The Provider shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

3.10. Either Party may by written notice to the other Party request a variation to this Contract. In the event that the Parties agree to any variation, the variation will be subject to the Charges relevant to the Services supplied. No variation of the Contract shall be effective unless it is in writing and signed by the Parties.

4. Key Service Outcomes

4.1. Where any Service is stated in the Specifications to be subject to a Key Service Outcome, the Provider will provide that Service or procure that Service is provided, in such a manner as will ensure that the Achieved Key Service Outcomes in respect of that Service is equal or higher than the specific Target Key Service Outcomes.

5. Safeguarding

5.1. The Parties acknowledge that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

5.2. The Provider shall:

- 5.2.1. ensure that, in respect of all individuals engaged in Regulated Activity that:
 - 5.2.1.1. the identify of that individual is verified against an official document containing a photograph of the person, such as a passport or photo card driving licence
 - 5.2.1.2. that individual is subject to a valid enhanced disclose check for regulated activity undertaken through the DBS;
 - 5.2.1.3. the Provider has received a clear check of the Children's Barred List and Adults' Barred List;
 - 5.2.1.4. where the person has lived outside the United Kingdom and where obtaining a DBS Certificate is not sufficient to establish their suitability to work with or around children or vulnerable adults, the Provider has confirmation that an overseas criminal record check or other appropriate check has been carried out;
- 5.2.2. monitor the level and validity of the checks under this clause 5.2 for each member of Staff;
- 5.2.3. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out a Regulated Activity or who may otherwise present a risk to service users.
- 5.3. The Provider warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 5.4. The Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 5 have been met.
- 5.5. The Provider shall permit the Council's Representative to inspect the records it retains in respect of each of the Provider's Staff on reasonable notice for the purposes of confirming that all of the checks described in clause 5 have been properly completed.

- 5.6. The Provider shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to service users, children or vulnerable adults.
- 5.7. If the Council determines that any member of the Provider's Staff is unsuitable to carry out a Regulated Activity or otherwise presents a risk to service users, it may in its ultimate discretion require the Provider to exclude that person from the delivery of the Services (and the Provider shall in those circumstances ensure that that person has no further role in the delivery of the Services).

6. TUPE

- 6.1. Parties agree that the provisions of Schedule C (TUPE) shall apply in relation to any Relevant Transfer under this Contract.

7. Charges, Payment and Recovery

- 7.1. In consideration of the provision of the Services by the Provider in accordance with the terms and conditions of this Contract, the Council shall pay the Charges (as set out in the Specification in question) properly due, payable and undisputed (as calculated by PharmOutcomes) to the Provider within 30 days from (but excluding) the date of [that the Council receives notification of those Charges via PharmOutcomes] ("**Submission Claim**").
- 7.2. The Provider shall properly and accurately record on (and as required by) PharmOutcomes details of the Service provided within the time-scales set out in the Specifications in question. The Provider accepts and acknowledges:
- 7.2.1. the importance of properly and accurately recording on PharmOutcomes all activities carried out by it in the delivery of the Services;
 - 7.2.2. that PharmOutcomes will calculate the Charges and automatically generate and send Submission Claims to the Council.

- 7.3. If the Provider fails to capture any activity on PharmOutcomes within three months from and including the day of delivery of that activity, the Council may at its discretion refuse to pay the Charges associated with that activity.
- 7.4. The Council shall be deemed to have accepted Submission Claims generated by PharmOutcomes unless within seven working days from (but excluding) the date of receipt of such Submission Claim that Submission Claim is contested.
- 7.5. If a Party, acting in good faith, contests all or any part of any sum to be paid by it then:
 - 7.5.1. Within seven Working Days it shall notify the other Party, setting out in reasonable detail the reasons for contesting the sum in dispute and in particular identifying which elements of the sum are contested and which are uncontested;
 - 7.5.2. make a payment equal to the sum not contested in accordance with the terms of this Contract; and
 - 7.5.3. if the Parties have not resolved the dispute within five Working Days of the date of notification under clause 7.5.1, the contested amount shall be resolved through the Dispute Resolution Procedure under clause 19 Provided the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the date which is five Working Days after resolution of the dispute between the Parties.
- 7.6. Subject to clause 7.5.3, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Contract from the date when payment was due to the date of payment at the Prescribed Rate. The Provider shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this Contract under clause 20.
- 7.7. The Council reserves the right to withhold payment of the Charges, or a proportionate part of the Charges, without interest accruing, where the Provider has failed to provide the Services, or has failed to provide them in accordance with this Contract and any Submission Claim for payment of such Charges shall not be paid unless and until the Service is provided or provided in accordance with this Contract.

- 7.8. The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice. The Provider shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Provider's failure to account for, or to pay, any VAT relating to payments made to the Provider under this Contract.
- 7.9. The Council may, without prejudice to any other rights and remedies under this Contract, retain or set off any sums owned to it by the Provider which have fallen due and payable against any sums due to the Provider under this Contract, or any other agreement pursuant to which the Provider provides services to the Council.
- 7.10. If the Council wishes to set off any sum owned by the Provider to the Council against any sum due to the Provider pursuant to clause 7.9 it shall give notice to the Provider within 30 days of receipt of the relevant invoice setting out its reasons for withholding or retaining the relevant sum.
- 7.11. The Provider shall make any payment due to the Council without any deduction whether by way of set-off, counterclaim, abatement or otherwise, unless the Provider has a valid court order requiring a sum equal to such deduction to be paid by the Council to the Provider.
- 7.12. The Provider shall maintain complete and accurate records of, and supporting documentation for, all sums which may be chargeable to the Council pursuant to this Contract. Such records shall be retained for inspection by the Council for six years from the end of the year to which the records relate.
- 7.13. The Provider shall give to the Council's Key Contact (relevant for the Services for which the Charges are payable) written notice of any change in the Provider's bank details within three Working Days of such change being made, the notice to give full and complete details of the change, for example the name of the bank; account name; account number and sort code.

8. Contract Management and Records

- 8.1. The Provider shall:

- 8.1.1. have in place quality management systems to ensure that the Services are delivered in accordance with this Contract and to meet the Target Key Service Outcomes;
 - 8.1.2. report on the achievement of the Key Service Outcomes when requested to do so by the Council (acting reasonably);
 - 8.1.3. at the request of Council (acting reasonably), attend contract management meetings with the Council's Key Contacts, as relevant, at the frequency, times and locations specified by the Council and shall ensure that the person attending on behalf of the Provider is suitably qualified to attend such meetings.
- 8.2. The Council shall review and audit the Service Reports to ensure that:
- 8.2.1. the Services are being delivered under and in accordance with this Contract;
 - 8.2.2. Achieved Service Outcomes meet, as a minimum the Target Service Outcomes;
 - 8.2.3. full compliance with clinical governance requirements (from the 'Pharmacy Clinical governance Assurance Statement) to be completed and submitted annually pursuant to the Specifications; and
 - 8.2.4. service user experience and feedback conform to Good Industry Practice
- 8.3. In the event of a Serious Incident or any incident that could have led to a Serious Incident the Provider shall immediately:
- 8.3.1. comply with and report any serious incidents, or possible Serious Incident, in accordance with the providers local incident reporting policy and notify any relevant regulatory body of that Serious Incident or possible Serious Incident;
 - 8.3.2. give notice in writing to the appropriate Council's Key Contacts relevant to the Service under which the Serious Incident occurred, or could have occurred, giving details of the nature of the incident, the steps taken to remedy the Serious Incident and the measures, including the time-scale for

implementation of those measures, to be put in place to ensure that a similar incident will not reoccur.

- 8.4. The Provider shall, at the request of the Council, confirm to the Council in writing that the Serious Incident has been remedied and the measures set out in the notice pursuant to clause 8.3.2 have been implemented within the specified time period.
- 8.5. The Provider shall, at no additional cost to the Council, co-operate with the Council in carrying out the monitoring in accordance with this clause 8 and provide the Council with any information required for such monitoring not already provided to the Council under this clause 8 or otherwise under this Contract.
- 8.6. Without prejudice to the Council's rights under clause 20 (Termination) and any other express termination rights in this Contract, where the Provider has been found to have submitted (via PharmOutcomes) materially erroneous information the Provider shall give the Council full access to all documents and information in any form produced for the purposes of, or otherwise used, in the production of the Service Reports or used in the Submission Claim.
- 8.7. The Provider shall deal with complaints received by it in accordance with the Complaints Procedure.
- 8.8. The Provider shall keep and maintain until 6 years after the end of this Contract, or as long a period as may be agreed between the Parties, full and accurate records of this Contract, including the Services supplied under it and records of and supporting documentation for all payments which may be chargeable to the Council under this Contract. The Provider shall on request afford the Council or the Council's Key Contact such access to those records as may be reasonably requested in connection with this Contract

9. Assignment and Sub-contracting

- 9.1. The Provider shall not subcontract any its rights and obligations under this Contract.
- 9.2. The Provider shall not assign or novate or otherwise dispose of any or all its rights and obligations under this Contract without the prior written consent of the Council.

- 9.3. The Council may assign or novate its rights and obligations under this Contract to a successor body.

10. Health and Safety

- 10.1. The Provider shall promptly notify the Council's Key Contacts (as relevant) as soon as it becomes aware of any health and safety hazards which may arise in connection with the provision of the Services.

- 10.2. The Provider shall (and shall procure that the Staff) at all times comply with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations and any other acts, order, regulations and codes of practice relating to health and safety.

11. Confidentiality

- 11.1. Subject to clause 11.2, each Party shall:

11.1.1. treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and

11.1.2. not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract.

- 11.2. Notwithstanding clause 11.1, a Party may disclose Confidential Information which it receives from the other Party:

11.2.1. where disclosure is required by applicable Laws, including FOIA or the EIRs, or by a Court of competent jurisdiction;

11.2.2. to its auditors or for the purpose of regulatory requirements;

11.2.3. on a confidential basis to its professional advisers;

11.2.4. to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act;

11.2.5. where the Receiving Party is the Provider, to the Staff on a need to know basis to enable performance of the Provider's obligations under the Contract provided that the Provider shall

procure that any Staff to whom it discloses Confidential Information under this clause shall observe the Provider's confidentiality obligations under this Contract;

11.2.6. where the other Party confirms in writing is not required to be treated as Confidential Information;

11.2.7. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;

11.2.8. which is in or enters the public domain other than through any disclosure prohibited by this Contract;

11.2.9. which a Party can demonstrate was lawfully in its possession prior to receipt from the other Party;

11.2.10. where the receiving party is the Council:

11.2.10.1. on a confidential basis to its employees, partners, consultants and contractors of the Council;

11.2.10.2. on a confidential basis to any other government body;

11.2.10.3. to the extent that the Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

11.2.10.4. in accordance with clause 12.

11.3. 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 and the Provider hereby gives its consent for the Council to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted). The Council may consult with the Provider to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

12. Freedom of Information

12.1. The Provider acknowledges that the Council is subject to the requirements of the FOIA and EIRs and shall:

12.1.1. at its own cost, assist and cooperate with the Council to enable the Council to comply with its obligations under the FOIA and EIRs in a timely manner.

12.1.2. transfer to the Council's Key Contacts (as relevant) all Requests for Information relating to this Contract that it receives as

soon as practicable and in any event within 2 Working Days of receipt;

- 12.1.3. provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- 12.1.4. not respond directly to a Request for Information unless authorised in writing to do so by the Council.

12.2. The Provider acknowledges that the Council may be required under the FOIA and the EIRs to disclose Information concerning the Provider or the Services (including Confidential Information and commercially sensitive information) without consulting or obtaining consent from the Provider. In these circumstances the Council shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Provider advance notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

12.3. Notwithstanding any other provision in this Contract, the Council shall be responsible for determining in its absolute discretion whether any Information relating to the Provider or the Services is exempt from disclosure in accordance with the FOIA and/or the EIRs.

13. Data Protection

13.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 13 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation .

13.2. The Provider shall immediately inform the Council if, in its opinion, an instruction infringes Data Protection Legislation.

13.3. The Provider shall, prior to commencing any processing, provide all reasonable assistance to the Council with any Data Protection Impact Assessment in relation to the processing of Personal Data by, and taking into account the nature of the processing and the information available to, the Data Processor.

13.4. Notwithstanding the general obligation in clause 13.1, where the Provider is processing Personal Data as a Data Processor for the Council:

13.4.1. the Provider shall only process the Personal Data in accordance with this Contract, and in particular Schedule B (Data Processing Schedule), and on documented instructions from the Council, unless the Provider is required to do otherwise by applicable law to otherwise process that personal data. If it is so required, the Provider shall promptly notify the Council of that legal requirement before processing the Personal Data unless prohibited by that law to do so;

13.4.2. The Provider shall ensure that persons authorised to process the Personal Data:

13.4.2.1. have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

13.4.2.2. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

13.4.2.3. have undergone adequate training in the use, care, protection and handling of Personal Data and training is kept up-to-date; and

13.4.2.4. are aware of and comply with the Provider's duties under this clause 13.

13.4.3. Taking into account the nature of the data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementation the Provider shall implement appropriate technical and organisational measures reviewed and approved by the Council to ensure a level of security appropriate to the risk, including inter alia as appropriate:

13.4.3.1. the pseudonymisation and encryption of Personal Data;

13.4.3.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;

13.4.3.3. the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident;

13.4.3.4. a process of regular testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;

- 13.4.4. In assessing the appropriate level of security referred to in clause 13.4.3 above, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed;
- 13.5. The Provider shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - 13.5.1. the Council or the Provider has provided appropriate safeguards in relation to such transfer;
 - 13.5.2. the Data Subject has enforceable rights and effective legal remedies;
 - 13.5.3. the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - 13.5.4. the Provider complies with reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data.
- 13.6. Subject to clause 13.7 the Provider shall notify the Council immediately if it:
 - 13.6.1. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 13.6.2. receives a request to rectify, block or erase any Personal Data;
 - 13.6.3. receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
 - 13.6.4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 13.6.5. of becoming aware of a Personal Data breach;
 - 13.6.6. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required under the Data Protection Legislation; or
 - 13.6.7. becomes aware of a Data Loss Event.

- 13.7. The Provider's obligation to notify under clause 13.6 shall include the provision of further information to the Council in phases, as details become available.
- 13.8. Taking into account the nature of the processing, the Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.6 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
- 13.8.1. the Council with full details and copies of the complaint, communication or request;
 - 13.8.2. such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 13.8.3. the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 13.8.4. assistance as requested by the Council following any Data Loss Event;
 - 13.8.5. assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 13.9. The Provider shall maintain complete and accurate records and information to demonstrate compliance with this clause 13 and allow for audits, including inspections, conducted by the Council or another auditor mandated by the Council.
- 13.10. The Council does not consent to the Provider appointing any third-party processor of Personal Data under this Contract.
- 13.11. At the choice of the Council, the Provider shall delete or return all the Personal Data to the Council after the end of the Term and delete existing copies unless applicable Law requires storage of the Personal Data.
- 13.12. The Provider shall indemnify the Council in full in respect of all claims, demands, losses and liabilities of the Council which arise from any breach of the provisions of this clause 13.

14. Caldicott Principles

14.1. Without prejudice to clause 13, the Provider shall, and ensure its Staff shall, comply with the following seven Caldicott Principles when processing Personal Data in the nature of health and/or social care information:

14.1.1. it can justify the purpose for which such data is being processed;

14.1.2. such data is used only as absolutely necessary;

14.1.3. only the Data Subject's Personal Data required for the delivery of the Services is recorded and processed;

14.1.4. access to such data is on a strict need-to-know basis;

14.1.5. ensure that everyone with access to Personal Data is aware of their responsibilities;

14.1.6. ensure that the safeguarding and use of Personal Data complies with the Data Protection Legislation; and

14.1.7. have confidence to share information in the best interests of clients within the framework set out by the Caldicott Principles.

15. Audit

15.1. During the Term and for a period of six years after the end of the Term, the Council, acting through itself or its auditors, may conduct an audit of the Provider, including for the following purposes:

15.1.1. To verify the accuracy of the Charges;

15.1.2. To review the confidentiality and security of any data relating to the Council or any service user;

15.1.3. To review the provider's compliance with the Data Protection Legislation, FOIA and any other legislation applicable to the Services;

15.1.4. To review any records created during the provision of the Services;

- 15.2. Except where an audit is imposed on the Council by a regulatory body, the Council may not conduct an audit under this clause 15 more than once in any calendar year.
- 15.3. The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Provider or delay the provision of the Services.
- 15.4. The Provider shall on demand provide the Council and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit including all information requested by the above persons within the permitted scope of the audit, access to the Staff and reasonable access to the premises of the Provider from which the Services are performed.
- 15.5. The Council shall endeavour (but is not obliged) to provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 15.6. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure by the Provider to perform its obligations under the Contract in any material manner in which case the Provider shall reimburse the Council for all the Council's reasonable costs incurred in the course of the audit.
- 15.7. If an audit identifies that:
- 15.7.1. the Provider has failed to perform its obligations under this Contract in any material manner, the Parties shall agree and implement a remedial plan. If the Provider's failure relates to a failure to provide any information to the Council about the Submission Claim, then the remedial plan shall include a requirement for the provision of all such information.
- 15.7.2. the Council has overpaid any Charges, the Provider shall pay to the Council the amount overpaid within 20 days. The Council may deduct the relevant amount from the Charges if the Provider's fails to make this payment; and
- 15.7.3. the Council has underpaid any Charges, the Council shall pay to the Provider the amount of the underpayment within 20 days.

16. Limitation of Liability

16.1. Subject to clause 16.2, neither Party shall be liable to the other Party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with the Contract.

16.2. Notwithstanding the provisions of clause 16.1, the Provider assumes responsibility for and acknowledges that the Council may, amongst other things, recover:

16.2.1. sums paid by the Council to the Provider pursuant to this Contract, in respect of any Services not provided in accordance with this Contract;

16.2.2. additional costs of implementing replacements for the Services , including additional costs of management time; and

16.2.3. losses incurred by the Council, arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceedings by any third party (including any client) against the Council caused by the act or omission of the Provider.

16.3. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this Contract, including any losses for which the relevant Party is entitled to bring a claim against the other Party pursuant to the indemnities in this Contract.

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

16.4.1. Fraud or fraudulent misrepresentation;

16.4.2. Death or personal injury caused by its negligence (for the avoidance of doubt 'personal injury' shall include injury caused by sexual, emotional or physical abuse);

16.4.3. Any other liability for which may not be limited under any applicable law.

17. Insurance

17.1. The Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:

17.1.1. Public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;

17.1.2. Employer's liability insurance with a limit of indemnity of not less £5,000,000, or in accordance with any legal requirement for the time being in force (whichever is the greater) in relation to any one claim or series of claims;

17.1.3. Professional indemnity insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;

(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 the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.

17.2. Any excesses or deductibles under the Required Insurances shall be the sole and exclusive responsibility of the Provider.

17.3. The Provider shall give the Council, on request, a copy of or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts of other evidence of payment of the latest premium due under those policies.

17.4. If, for whatever reason, the Provider fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.

17.5. The terms of insurance or the amount of cover shall not relieve the Provider of any liabilities under this Contract.

17.6. The Provider shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the Contract.

18. Indemnity

18.1. 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 statutory duty 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 by the Council.

19. Dispute Resolution Procedure

19.1. If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then the Parties shall follow the procedures set out in this clause:

19.1.1. Either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with any relevant supporting documents. On service of the Dispute Notice, the Council's Key Contacts (as relevant) and the Provider's Key Contact shall attempt in good faith to resolve the Dispute in an amicable and timely manner;

19.1.2. If the Council's Key Contacts and the Provider's key Contact are for any reason unable to resolve the Dispute within 10 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Council's Director of Public Health (or any duly nominated and authorised representative of the director) and the Provider's [] who shall attempt in good faith to resolve it; and

19.1.3. If the individuals identified in clause 19.1.2 are for any reason unable to resolve the Dispute within 15 Working Days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, a Party must serve notice in writing (ADR notice) to the other Party to the Dispute, requesting a mediation. A copy of the ADR Notice should be sent to the CEDR Solve. The mediation will start no later than 20 Working Days after the date of the ADR Notice.

19.2. The commencement of mediation shall not prevent the Parties commencing or continuing court proceedings in relation to the Dispute under clause 36 which clause shall apply at all times.

20. Termination

20.1. Without affecting any other right or remedy available to it, the Council may terminate this Contract by written notice to the Provider with immediate effect if the Provider:

20.1.1. (without prejudice to clause 20.1.5), is in material breach of any obligation under the Contract which is not capable of remedy;

20.1.2. repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

20.1.3. is in material breach of any obligation which is capable of remedy and that breach is not remedied within 5 Working Days of the Provider receiving notice specifying the breach and requiring it to be remedied;

20.1.4. commits persistent minor breaches of any obligation which are capable of remedy whether remedied or not.

20.1.5. breaches any of the provisions of clause 3.3.9 (Staff Vetting Procedure), clause 5 (Safeguarding), clause 12 (FOIA), clause 13 (Data Protection) and clause 14 (Caldicott Principles).

20.1.6. in the event of a Serious Incident, fails to take the steps and/or implement the measures set out in the notice pursuant to clause 8.3.2;

20.1.7. suffers an Insolvency Event.

20.2. The Provider may terminate the Contract by written notice to the Council if the Council has not paid any undisputed sums within 40 Working Days of them falling due.

20.3. Either Party may terminate this Contract in accordance with the provisions of clause 21 (Force Majeure) and clause 0 (Prevention of Bribery).

20.4. If this Contract is terminated by the Council pursuant to this clause 20 (Termination), such termination shall be at no loss or cost to the Council and the Provider hereby indemnifies the Council against any losses or costs which the Council may suffer as a result of any such termination.

21. Force Majeure

21.1. Subject to the remaining provisions of this clause 21, neither Party shall be liable to the other party for any delay in performing, or failure to perform, its obligations under the Contract (other than payment of money) to the extent that such delay or failure is a result of Force

Majeure. Notwithstanding the foregoing, each Party shall use reasonable endeavours to mitigate the effect of the Force Majeure.

- 21.2. If a Party becomes aware of a Force Majeure event or occurrence which gives rise to, or is likely to give rise to, that Party's failure or delay on its part as described in clause 21.1 (**Affected Party**), the Affected Party shall immediately notify the other Party in writing of the Force Majeure, the date on which it started, its likely potential duration and the effect of the Force Majeure on its ability to perform any of its obligations under the Contract.
- 21.3. The Affected Party shall resume performance of its obligations as soon as reasonably possible after the removal of the Force Majeure on the terms existing immediately before the occurrence of the event of Force Majeure.
- 21.4. The Provider will not have the right to any payment from the Council under this Contract where the Provider, as the Affected Party, is unable to provide the Services because of an event of Force Majeure.
- 21.5. An Affected Party cannot claim relief if the event of Force Majeure is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant event of Force Majeure.
- 21.6. If the Force Majeure prevents or delays the Affected Party's performance of its obligations under this Contract for a period in excess of 30 Working Days, either Party may terminate this Contract with immediate effect by notice in writing to the other Party.

22. Prevention of Bribery

22.1. The Service Provider:

22.1.1. shall not, and shall procure that its Staff shall not, in connection with the Contract commit a Prohibited Act;

22.1.2. warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Contract, and/or

22.1.3. do or suffer anything to be done which would cause the Council or any of the Council's employees, contractors, consultants or agents to contravene the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

22.2. The Service Provider shall during the Term:

22.2.1. if requested, provide the Council with any reasonable assistance to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

22.2.2. establish, maintain and enforce policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and

22.2.3. keep appropriate records of its compliance with its obligations under clause 8.8;

22.2.4. comply with the Council's anti-bribery policies from time to time in force.

22.3. The Service Provider shall immediately notify the Council in writing if it becomes aware of any breach of clause 22.1, or has reason to believe that it has or any of the Service Provider's Staff have:

22.3.1. been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

- 22.3.2. been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in local authority contracts on the grounds of a Prohibited Act; and/or
 - 22.3.3. received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.
- 22.4. If the Provider is in Default under clause 22.4 the Council may by notice:
- 22.4.1. require the Provider to remove from performance of this Contract any of its Staff whose acts or omissions have caused the Default; or
 - 22.4.2. immediately terminate this Contract.
- 22.5. Any notice served under clause 22.4 shall specify the nature of the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this Contract shall terminate).

23. Consequences of Termination

- 23.1. On the expiry of the Term or if this Contract is terminated for any reason the Provider shall immediately cease to perform the Services. The Council shall be under no obligation to make any further payment to the Provider (other than any payments due and owing to the Provider at the time of termination pursuant to the terms of this Contract.
- 23.2. Without prejudice to clause 20, on the termination of this Contract for any reason, the Provider shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council, or at the Council's request a Replacement Provider.
- 23.3. On the termination of this Contract (or where reasonably required by the Council before such date) the Provider will procure that all materials belonging to the Council (and any media of any nature containing information and data belonging to the Council or relating to the Services) shall be delivered to the Council's Key Contacts (as relevant) and the Provider shall certify full compliance with this clause.

23.4. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 8.8 (retention of records), clause 11 (confidentiality), Clause 12 (Freedom of information), clause 13 (Data Protection), clause 15 (Audit) clause 16 (Limitation of Liability), clause 17 (Insurance), clause 20 (Termination) clause 22 (Prevention of Bribery), clause 23 (Consequences of Termination), clause 24 (publicity), and clause 36 (Governing Law and Jurisdiction) shall remain in full force and effect.

23.5. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

24. Publicity

24.1. The Provider shall not, and shall take reasonable steps to ensure that its Staff shall not, make any press announcements or publicise the Contract in any way without the prior approval of the Council.

24.2. The Provider shall not do anything or permit or cause anything to be done, which may damage the reputation of the Council or bring the Council into disrepute.

25. Capacity

25.1. Each of Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Contract, and that the Contract is executed by its duly authorised representatives.

26. Waiver

26.1. No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. Rights and Remedies

- 27.1. The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 27.2. All remedies available to either Party for breach of this Contract (whether under the Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election to the exclusion of other remedies.

28. Severance

- 28.1. If any provision or part-provision of this Contract is or becomes illegal, invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it legal, valid and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
- 28.2. If one Party gives notice to the other Party of the possibility that any provision or part-provision is illegal, invalid or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable and, to the greatest extent possible, achieves the intended commercial result of the original provision.

29. No Partnership or Agency

- 29.1. This Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Contract. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

30. Third Party Rights

- 30.1. No one other than the Parties shall have any right to enforce any of its terms.

31. Notices

31.1. Any notice given under this Contract shall be in writing and signed by or on behalf of the other Party giving it.

31.2. Any notice to be given or delivered under this Contract must be given by delivering it personally or sending it by pre-paid first class post, or other next working day delivery service to the address and for the attention of the relevant party as follows:

To the Council at:

Town Hall, Walliscote Grove Road, Weston-super-Mare, BS23 1UJ and where indicated pursuant to this terms of this Contract marked for the attention of the Council's Key Contact (as relevant), or otherwise marked for the attention of the Head of Legal and Democratic Services.

Provider's details to be added []

31.3. Any notice shall be deemed to have been received:

31.3.1. if delivered personally, on signature of a delivery receipt;

31.3.2. if sent by pre-paid first class post or other next day delivery service, at 9.00 a.m. on the on the second Working Day after posting.

31.4. A notice given under this Contract will not be validly given if sent by email.

31.5. This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

32. Notification of change of ownership

32.1. The Provider shall give to the Council's Key Contact (relevant to the Services being delivered) details of any change of ownership of the Provider's business within 5 Working days of such change, to include (as relevant) the names of the new partners/owner; new company name and/or registered office; new company number; the nature and extent of the interest disposed of together with such further details as the Council's key Contract may reasonably request.

33. Council's Powers as a Local Authority

33.1. Nothing contained or implied in this Contract shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as a local authority.

33.2. Nothing in this Contract will operate as an obligation upon, or in any way fetter or constrain, the Council in any capacity other than as a contracting Party and the exercise by the Council of its rights, powers, duties and

obligations in any other capacity and will not lead to any liability under this Contract on the part of the Council to the other Party.

34. Entire Agreement

34.1. This Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into the Contract. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

35. Counterparts

35.1. This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Contract, but all the counterparts shall together constitute the same Contract.

36. Governing Law and Jurisdiction

36.1. The validity, construction and performance of the Contract, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

This Contract has been entered into on the date stated at the beginning of it.

Signed by _____ (Director of Public Health) and _____ [
 (_____)
 For and on behalf of North Somerset Council

Signed by [] for and on behalf of []

.....
Signature – Director / Secretary / authorised signatory

.....
Print name

.....
Job title

SCHEDULE A: SPECIFICATIONS

Part 1 – Sexual Health Specification

Authority Lead

**Kate Blakley, Health Improvement Specialist,
Public Health, North Somerset Council (NSC)**

Kate.blakley@n-somerset.gov.uk

1. Population Needs

1.1 National/local context and evidence base

Good sexual health should provide for a state of physical, emotional, mental and social wellbeing in relation to sexuality; not merely the absence of disease. Improving the sexual health of the population remains a public health priority at national, regional and local levels. Sexual health is one of five mandated services that local authorities fund.

Young people aged 24 and under experience the highest rates of sexually transmitted infections.

North Somerset Council local priorities for meeting the sexual health needs of young people include:

- building knowledge and resilience
- providing good access to contraception
- improving the coverage of sexually transmitted infection testing and treatment
- developing specialist sexual health services such as young people's sexual health and teenage pregnancy services.

Overall, the number of new sexually transmitted infections (STIs) diagnosed among residents of North Somerset in 2018 was 1,019. The rate was 479 per 100,000 residents, lower than the rate of 784 per 100,000 in England.

- 50% of diagnoses of new STIs in North Somerset were in young people aged 15-24 years (compared to 50% in England).
- There were 6 new HIV diagnoses in individuals aged 15 years and above in North Somerset in 2018. The diagnosed HIV prevalence was 0.9 per 1,000 population aged 15-59 years in people being seen for HIV care resident in North Somerset (compared to 2.4 per 1,000 in England).
- In 2017, the under 18 conception rate in North Somerset per 1,000 females aged 15 to 17 decreased to 12.6 per 1,000 (2016 rate was 17.8) while in England the rate was 17.8.

Evidence base:

Investing in sexual health services can deliver cost savings for the NHS and local authority services such as social care and education eg through preventing unintended conceptions (and the costs associated with maternity and abortion services) and reducing the incidence of sexually transmitted infections including HIV.

Community Pharmacies are well placed to reach and offer sexual health services to young people.

2. Scope

2.1 Aims and objectives of service

The overall aim is to improve the sexual health of young people by providing confidential, non-judgemental and accessible contraception and sexual health services.

2.2 Service description/pathway

The community pharmacy will provide information, advice and guidance about contraception, sexually transmitted infections, and related reproductive and sexual health topics, to support young people to make informed decisions and to safeguard their sexual health.

This includes:

- The supply of free Emergency Hormone Contraception (EHC) to patients aged 13-24 where there is a clinical need under the current Bristol North Somerset, South Gloucestershire (BNSSG) Patient Group Direction (PGD) inclusion criteria.
- Treating patients and partners for free, following a positive screen result from Unity Chlamydia Screening Office, under the current BNSSG PGD inclusion criteria.
- Offer and provide opportunistic free STI testing to all patients aged 13 – 24 when attending the pharmacy, particularly those attending for sexual health advice/services
- Provide a free condom supply pack (bag of 6 condoms and a sachet of lubricant) to every patient requesting EHC and / or Chlamydia treatment
- Provide signposting to other sexual health services or support for young people as appropriate (particularly those excluded from the PGD) and promote better sexual health through consultations
- Provide these specified services as well as routine advice and support to patients which promotes positive sexual health and wellbeing.
- Further promote sexual health campaigns to raise awareness, address risky behaviours, and offer onward referral and signposting to populations at risk, especially for those who do not access conventional health services.

Services should be young person focused; adhere to the You're Welcome, Young People Friendly (YPF) standards which include having due regard to access to the service, promotion of the service, consent and confidentiality, the consultation environment, staff training and involving young people in the development and evaluation of the service. Pharmacists wanting to participate in the local YPF accredited scheme should contact the commissioner for more details.

The service will be provided in compliance with [Fraser Guidelines](#).

2.3 Population covered

This service will cover all young people aged 13 – 24 years in North Somerset and will include those living out of area.

2.4 Any acceptance and exclusion criteria and thresholds

Exclusions

- This service excludes HIV treatment and care.
- Young people who are assessed as unsuitable for treatment under the conditions of the BNSSG PGD

Acceptance

- Consent must be obtained for any treatment offered
- Partners will be treated for free, following a positive chlamydia screen result from Unity Screening Office, under BNSSG PGD inclusion criteria.
- Pharmacists can use their professional judgment to include vulnerable young people over the age of 24 years where indicated eg young people with a learning difficulty

2.5 Interdependencies with other services

The Service is required to work with and refer to wider partners to address the needs of service users and increase the opportunity for service users to achieve optimum sexual health outcomes.

Partners will include:

- Unity Weston Integrated specialist Sexual Health Clinic (WISH) & Clevedon Clinic
- General Practice
- Weston College
- School nurses

Where a young person requesting EHC cannot be seen, a supported referral to another pharmacy, WISH / Unity Sexual Health Clinic or GP where appropriate should be made so the young person is seen that day.

2.6 Any activity planning assumptions

The service should be available during the pharmacy opening hours when a pharmacist is legally allowed to prescribe.
North Somerset has an average of 30 young females presenting for EHC per month across the area, including out of area.

3. Applicable Service Standards & Clinical Governance Requirements

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

- Sexually transmitted infections and under 18 conceptions: prevention (NICE PH3) <https://pathways.nice.org.uk/pathways/preventing-sexually-transmitted-infections-and-under-18-conceptions>
- Contraceptive services for under 25s (PH51)
- BASHH CEG guidance on tests for Sexually Transmitted Infections 2015 <https://www.bashhguidelines.org/media/1084/sti-testing-tables-2015-dec-update-4.pdf>
- and any relevant updated guidance

3.2 Audit

- Providers will take part in the NHS England (NHSE) annual national audit programme
- Providers will complete the NHSE annual Community Pharmacy Assessment Framework (CPAF) screening questionnaire

3.3 Risk Management

- Providers must comply with latest Infection Prevention Control Guidance
- Any serious incidents need to be reported in accordance with the providers local incident reporting policy and NHSE reporting requirements. <https://improvement.nhs.uk/resources/learning-from-patient-safety-incidents/> as applicable and notified to the commissioner within one week. The provider should also provide assurance of actions taken and sharing the Lessons Learned.
- Pharmacists should read, understand and sign the latest local sexual health PGD's (available on the ALPC website). The signed PGDs should be retained and made available for reference in each pharmacy.

3.4 Education and Training

- Pharmacists participating in this service specification must have declared themselves competent to do so and provide the evidence using the Declaration of Competence system on Pharm Outcomes.

- Pharmacists should review the self-declaration form at least every 3 years or, earlier if the Pharmacists feels his/her competence levels have declined due to undertaking too few consultations.

3.5 Patient and Public Involvement (PPI)

- Providers will complete the NHSE annual Community Pharmacy Patient Questionnaire (CPPQ) and review feedback to evaluate public health commissioned services where appropriate and use this information to support service improvement.
- The pharmacy co-operates with any locally agreed North Somerset led assessment of service user experience. This includes being willing to participate in periodic 'mystery shopping' exercises to monitor quality.

1. Pharmacists are required to complete an annual Pharmacy Clinical Governance Assurance Statement via PharmOutcomes to provide assurance that public health commissioned services in North Somerset are safe, effective and meet the required quality standards.

2.

4. Information provision

4.1 Record of activity

A record of activity should be maintained and held by the service provider. The Provider will need to submit activity data to PharmOutcomes for payments. Service activity is monitored quarterly by the Public Health team.

Full details of the patient, their consultation and suitability for treatment under the PGDs must be recorded using the relevant service proforma on PharmOutcomes. This will then automatically populate a claim for the pharmacy for service delivery.

Activity data needs to be entered onto PharmOutcomes by the 5th of every month. Invoices will be calculated and submitted by PharmOutcomes on the 6th of each month, payment terms are ordinarily 30 days. Claims will be accepted up to 3 months after the end of the month being claimed for, payments will be based on the activity recorded on Pharm Outcomes)

Any late claims outside this period may not be paid. (see section 5 Charges, Payment and Recovery for full details).

Claims are automatically sent to the North Somerset Council Accounts Payable Team.

4.2 Financial details

Professional consultation for Chlamydia screening	£12 per patient
Chlamydia treatment	Drug tariff cost for Azithromycin / Doxycycline
Professional consultation for EHC	£12 per patient
EHC treatment	Drug tariff cost for levonorgestrel / Ulipristal

C-Card distribution (condom supply bags)	£1 per pack issued
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NB: Failure to maintain and update the Declaration of Competence will mean the pharmacist will not be able to access the service on Pharm Outcomes and therefore unable to generate claims for payment.

5. Key Performance Indicators

Key Performance Indicators	Method of measurement	Threshold	Consequence of breach
Accessibility: sexual health consultations with young people aged 13-24 are made available during pharmacy operating hours	Feedback from professionals referring to pharmacies Mystery shopping	100%	Meeting with the commissioner to discuss issues. Failure to improve may result in termination of the contract.
Quality: Females presenting for EHC to be consulted on Cu-IUD as the most effective option for preventing pregnancy after unprotected sex and as an ongoing method of contraception.	Number of referrals into Unity Sexual Health	100%	Meeting with the commissioner to discuss issues. Failure to improve may result in termination of the contract.
Accessibility Females presenting for EHC are seen the same day. Where this is not possible all staff including locums can make a supported referral to an alternative pharmacy/specialist sexual health clinic or GP where appropriate	Audit / Feedback from young people and professionals supporting young people/Mystery shopping	100%	Meeting with the commissioner to discuss issues. Failure to improve may result in termination of the contract.

6. Details of Review Meetings

Service activity is monitored quarterly by the Public Health team. Meetings with individual pharmacies will be set up where necessary.

Authority Lead

Ted Sherman, Commissioning Manager (Substance Misuse)
Ted.Sherman@n-somerset.gov.uk

1. Population Needs

1.1 Context

Needle exchange services are an important mechanism for controlling the spread of blood borne viruses (**BBVs**), especially hepatitis C (**HCV**) for which injecting drug users are the highest risk group. Around 90% of new HCV infections in the UK are attributed to the injecting of illicit substances.

The provision of needle exchange services was shown to be effective in controlling the transmission of BBVs in a 2004 World Health Organisation (**WHO**) study in which it is stated that needle exchange services "substantially and cost effectively reduce spread of BBV's without increasing injecting use". In addition, needle exchange services minimise other health related problems such as abscess, and infections such as endocarditis and are an important way of moving individuals towards less risky methods of drug use.

The safe disposal of injecting related waste, (a service provided by needle exchange programmes) reduces the risk of accidental needle stick injury and associated infections. Needle exchange services have also been shown to be an effective route of engagement and referral of drug users into treatment programmes.

Community pharmacies have an infrastructure which allows the Needle Exchange (PNX) Service to be provided across a wide geography and for extended periods of time.

1.2 Population

The most recent estimate (2011/12) of the number of injecting drug users in North Somerset (**NS**) (is n=418 (95%CI 315-521) this equates to a per 1000 rate which is higher than both the South West (**SW**) and England (NS = 3.33, SW = 2.99 and England = 2.49).

Due to the anonymity of needle exchange service users, gaps in the service data, and the fact that many of the service users will access multiple needle exchanges it is difficult to provide a robust calculation of the number of individuals accessing needle exchanges in North Somerset. However, it is possible to provide figures on the number of needles distributed through this Service; with an average of 13,500 (11,700 – 15,000) needles dispensed per month (in excess of 160,000 per annum); this highlights the importance of needle exchange services.

2. Scope

2.1 Aims and objectives of service

2.1.1 Aims:

- To provide clean injecting equipment to injecting drug users (this relates to all relevant injecting paraphernalia not just needles)
- To facilitate the collection and safe disposal of injecting-related waste
- To promote service user attendance at Naloxone (and overdose response) training sessions (at the time of writing these are provided by Addaction) and to advise service users to always carry Naloxone.
- To engagement with injecting drug users who are treatment naïve and/or hard to reach and to refer into treatment services where possible

2.1.2 Objectives:

- Support the Council in achieving its goal of reducing the level of drug related harm, including drug related deaths.
- Support the Council and Public Health England in containing and reducing blood viruses to meet the World Health Authority target to eradicate Hep C by 2030.
- Protect the health of North Somerset's population (both those using and those not using drugs) in relation to the risk of infection related to injected drug use.
- Increase the number of individuals who have adopted safer injecting practices.
- Increase the number of vulnerable individuals accessing treatment for health problems.
- Reduce the amount of "injecting related litter" (i.e. needles and other associated paraphernalia in public spaces).

2.2 Service description/pathway

The pharmacies/pharmacists providing this service will:

- Ensure all staff involved in the provision of the PNX Service comply with and operate within the confines of this Service Specification
- Ensure all staff involved in the provision of the PNX Service have received training on all associated activities. Staff will be proficient in assessing and responding to the injecting related needs of Service Users; they will provide correct and up to date advice on safer injecting practices; they will be able to minimise the risk associated with the handling of returned used injecting equipment and will follow the correct disposal procedures. The Council may request to see evidence that all relevant staff have completed the necessary training. The Provider will submit this to the Authority's Lead (see top of document) within 2 Business Days of the request being received.
- Attend external training or events hosted by the Council providing:

- a minimum of 4 weeks' notice has been given
- events do not occur more frequently one per year
- Ensure that all appropriate protective equipment, including gloves, overalls and materials to deal with spillages, is available close to the storage site and is disposed of appropriately
- Ensure that an up to date needle stick injury procedure is in operation and that all staff are familiar with, and comply with, the procedure
- Ensure that all other protocols relevant to the safe and effective running of a health care service must be in place and followed. This includes protocols for such things as infection control, and medication storage
- Register and record each Service User on PharmOutcomes with a unique ID number for each client using the following format (Gender, First Initial, Surname Initial, month of birth, year of birth – for example Donald Duck born 9 June 1934 would be MDD61934). This will allow commissioners to more accurately monitor service provision for clients who access more than one service without identifying individuals
- Read and respond to all messages sent by North Somerset Council in relation to supervised consumption as required including recording any actions taken
- Make available appropriate injecting and general health related information to Service Users at all times and staff must promote/encourage Service Users to follow the advice set out within the information
- Share relevant information with other health care professionals and agencies. Any information sharing will comply with locally determined confidentiality arrangements
- Distribute, at the request of North Somerset Council, additional material designed to improve the health and social functioning of Service Users
- Display the international needle exchange symbol in a position which is visible to the public prior to entering the pharmacy
- Offer immunisation for Hepatitis B to those staff involved in the delivery of the PNX Service (any associated costs will be covered by the Provider).
- Report any critical incidents related to the needle exchange service to the Council in line with the Council's critical incident protocol

2.2.1 Quantities and proxy collections:

In keeping with the goals of minimising the re-use and sharing of injecting paraphernalia there will be no limitations imposed on the amount of packs provided to Service Users. However, Staff will encourage Service Users to return used items at the same volume as the unused items they are receiving, i.e. 1 return for 1 supply. Failure to return items will not prevent a Service User from receiving unused items.

Where an individual is suspected of, or is openly collecting injecting paraphernalia on behalf of another person, Staff must encourage that individual to get the person

who will receive the injecting paraphernalia to access the PNX service himself / herself, as direct access will allow that person to receive guidance / advice on matters such as harm reduction and safer injecting, assessment of injecting sites, assessment of other concurrent health problems, and/or referrals to specialist services. Note: proxy collections will not be prevented

2.2.2 Improving access

There are no factors which will result in priority access being given to Service Users of the PNX Service, however there are some specific groups that the Provider will be expected to target in order to increase their use of the Service. These groups are:

- Women – as stated in UNODOC briefing paper called Women Who Inject Drugs and HIV, there is worldwide gender based inequality in the use of needle exchange services. Therefore, the Provider will be expected to take all available actions to improve engagement with female injecting drug users.
- Social disadvantaged individuals - There is strong correlation between low socio-economic status and drug use. This is reflected in North Somerset with many users of pharmacy needle exchanges living in areas of high deprivation. The Provider will be expected to ensure services are accessible and acceptable to individuals from lower socio-economic groups.
- Offenders - There is a high rate of injecting drug use amongst offenders involved with the criminal justice system. In response to this, the Provider will be expected to provide PNX Services which can be accessed by offenders as they move in and out of different elements of the criminal justice system.
- Homeless – Homelessness is a key risk factor for injecting drug use (Feng et al, 2012) and is common amongst the homeless. The Provider will ensure that homeless individuals are able, welcomed and supported to access the service

2.3 Population covered

Any adult (over the age of 18) who requires injecting paraphernalia for the administration of illicit substances (including performance and image enhancing drugs).

2.4 Any acceptance and exclusion criteria and thresholds

Individuals falling into any one of the following groups will not be eligible for access to the PNX Service:

- Individuals aged 17 years and below (these individuals should access the specialist needle exchange service currently operated by Addaction)
- Individuals injecting prescribed substances such as insulin

2.5 Interdependencies with other services

- **Specialist Substance Misuse Service** – Pharmacies will refer individuals to the specialist service for any other service requirements including injecting

equipment not held at pharmacy, Naloxone, BBV testing and vaccination and treatment services

2.6 Any activity planning assumptions

This service should be available during the pharmacy opening hours

3. Applicable Service Standards & Clinical Governance Requirements

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

The Provider will comply with all relevant guidance, regulations and statutory circulars in so far as they are applicable to the PNX Service. The Provider shall review and implement any relevant elements of the following guidance documents:

- Needle and syringe programme. NICE. PH 52. 2014
- Best practice for commissioners and providers of pharmaceutical services for drug users – service specification (tier 2 or 3). National Treatment Agency for Substance Misuse. 2006.

3.2 Audit

- Providers will take part in the NHS England annual national audit programme
- Providers will complete the NHSE annual Community Pharmacy Assessment Framework (CPAF) screening questionnaire

3.3 Risk Management

- Providers must comply with latest Infection Prevention Control Guidance IPC
- Any serious incidents need to be reported in accordance with the providers local incident reporting policy and NHSE reporting requirements. <https://improvement.nhs.uk/resources/learning-from-patient-safety-incidents/>. as applicable and notified to the commissioner within one week. The provider should also provide assurance of actions taken and sharing the Lessons Learned.

3.4 Education and Training

- Pharmacists participating in this service specification must have declared themselves competent to do so and provide the evidence using the Declaration of Competence system on Pharm Outcomes.
- Pharmacists should review the self-declaration form at least every 3 years or, earlier if the Pharmacists feels his/her competence levels have declined due to undertaking too few consultations.
- The Provider must also consider how the learning provided through the CPPE 'Substance Use and Misuse (December 2017)' training course could

be used to support Staff operating the PNX Service and to implement the objectives learned

3.5 Patient and Public Involvement (PPI)

- Pharmacies will complete the NHSE annual Community Pharmacy Patient Questionnaire (CPPQ) and review feedback to evaluate public health commissioned services where appropriate and use this information to support service improvement.
- The pharmacy co-operates with any locally agreed North Somerset Led assessment of service user experience. This includes being willing to participate in periodic 'mystery shopping' exercises to monitor quality.

3. Pharmacists are required to complete an annual Pharmacy Clinical Governance Assurance Statement via Pharm Outcomes to provide assurance that public health commissioned services in North Somerset are safe, effective and meet the required quality standards.

4. Information provision

4.1 Record of activity

All activity must be recorded on PharmOutcomes using the templates under 'North Somerset Needle Exchange Service'. Payment will be based on invoices generated by the system on the 25th of the month after the activity month.

4.2 Service user feedback

Service user feedback will be obtained through the annual community questionnaire, and adverse comments will be monitored and associated pharmacies contacted to review

5. Key Performance Indicators

This service will support the outcomes measured by PHE

Service delivery will be monitored through data recorded on PharmOutcomes, critical incidents and service user feedback.

6. Details of Review Meetings

There will be no formal review meetings with individual pharmacies, but service delivery will be monitored via quarterly meetings with Orion (Needle exchange supplies and waste provider) and the 6 monthly Substance Misuse in Primary Care meetings.

7. Location of Provider Premises

The Provider's Premises are located at:

8. Charges

Claims will be accepted up to 3 months after the end of the month being claimed for, payments will be based on the activity recorded on Pharm Outcomes) (see section 5 Charges, Payment and Recovery for full details. Any late claims outside this period may not be paid.

Invoices will be calculated and submitted by Pharm Outcomes and will be made monthly in arrears, payment terms are ordinarily 30 days

Payments will be made as follows:

- A fixed fee of £15 per month if 1 or more packs are dispensed in the month (if no activity is recorded there will be no fixed fee paid)
- £1.50 will be paid for every pack dispensed

An additional fixed payment of £140 will be paid at the end of the financial year to pharmacies who have dispensed between 28 and 227 packs during the year – this will be calculated based on activity loaded to PharmOutcomes by 25 May for the preceding 12 months.

Authority Lead

Ted Sherman, Commissioning Manager (Substance Misuse)
Ted.Sherman@n-somerset.gov.uk

1. Population Needs

1.1 Context

Supervising the self-administration of methadone and buprenorphine is an important mechanism for ensuring the safe and effective provision of opiate substitution treatment. Supervised consumption also plays a part within the harm reduction agenda.

1.2 Population

In 2018-19, 535 opiate users accessed treatment in North Somerset, of which 256 received supervised consumption.

2. Scope

2.1 Aims and objectives of service

2.1.1 Aims

- To provide a safe environment while clients are being stabilised allowing qualified staff (pharmacists) to assess clients prior to dispensing medications for any obvious signs of "on top" use.
- To reduce the risk of overdose by limiting the ability to stock pile the medication or young children accessing it
- To reduce the possibility of medication being sold or swapped (diversion).
- To minimise the risk of misuse of the medication or mixing it.

2.1.2 Objectives

- To ensure that service users are being prescribed the optimal (safe and effective) level of medication.
- To ensure that medication is consumed correctly in accordance with the prescription
- To ensure any adverse reactions are rapidly responded to
- To prevent diversion of medication
- To reduce the risk of stock-piling of medication

- To reduce the risk of accidental/unintended consumption of medication

2.1.3 Inclusion criteria

The North Somerset Supervised Consumption Scheme will be provided, at the request of the agency undertaking the prescribing, to any individuals in receipt of opiate substitution treatment

2.1.4 Outcomes

This service will support the following outcomes measured by PHE:

- PHOF 2.15 (i -iii) – Increase successful completion of drug treatment
- PHOF 2.15 (iv) – Reduce deaths from drug misuse
- PHOF 2.16 – Increase adults with substance misuse treatment need who successfully engage in community based structured treatment following release from prison

2.2 Service description/pathway

Pharmacies providing supervised consumption treatment will:

- Conduct supervision in a respectful and discreet manner. Where possible supervised administration should not take place in the dispensary
- Supervised consumption **must** be made under the direct supervision of a pharmacist or other suitably qualified person with delegated responsibility by the pharmacist at all times.
- Check the identity of the client and cross reference against the name on the medication container.
- All methadone prescribed and dispensed must be of 1mg/ml strength
- Dispense in specified instalments (doses may be dispensed for the patient to take away to cover days when the pharmacy is closed, and will be remunerated through the normal prescription route)
- Medicines will be issued in a suitable receptacle alongside water to facilitate complete administration. Staff supervising consumption of medication must ensure that the patient has swallowed the dose by either offering them a glass of water after the dose and ensuring that he or she drinks it, or by having a conversation with the patient after offering the dose. All reasonable steps should be taken to ensure that the client has consumed the medication
- Following the consumption of medication, the Provider will observe the individual to quickly recognise and respond to any adverse effects.
- The Provider will collect, record and report all relevant information
- The Provider will work in partnership with the local specialist substance misuse treatment service (at the time of writing this is Addaction) and the provider of the local shared care scheme (at

the time of writing this is Graham Road Surgery) and any other relevant primary care services to meet the needs of service users

- The Provider will take advantage of any interaction with a service user to discuss and respond to other health and social needs
- All staff involved in the provision of the service will have received training on all associated activities. North Somerset Council may request to see evidence that all relevant staff have completed the necessary training. The Provider will submit this to the Council within two working days of the request being received
- All staff involved in the provision of the service will operate within the requirements of the specification
- PharmOutcomes (online web system) will be used to record and report all supervised consumption data; all relevant fields must be completed and loaded in time to meet the payment run
- The Provider, where appropriate, will share relevant information with other health care professionals and agencies. Any information sharing will comply with locally determined confidentiality arrangements
- All other protocols relevant to the safe and effective running of a health care service must be in place and followed. This includes protocols for such things as infection control, and medication storage
- Providers will be expected to review the standard of their supervised consumption service. The Council may request to see both the content and outcomes of these reviews. On request for this information the Provider will submit the necessary documents to the Council within two working days
- Read and respond to all messages sent by the Council in relation to supervised consumption as required including recording any actions taken
- Comply with the Council's Severe Weather Protocol
- Report all critical incidents related to dispensing and supervision of opiate substitute treatment to the council in line with the council's critical incident protocol in addition to the requirement to report to NHS England

2.2.1 Dispensing arrangement changes:

If a dose is missed or dispensing arrangements are changed the following actions MUST occur:

- All dispensing must be conducted in accordance with the prescription, there is NO room for flexibility
- Any concerns relating to the information contained in a prescription must be discussed with the agency that generated the prescription prior to any medication being dispensed

- Any requests made by service users to change dispensing arrangements, for example holiday scripts, change of pick up regime (e.g. from supervised to take home) or a request for third person to collect the medication, must have been agreed by Addaction beforehand. For this to be actioned any request will have to be made to Addaction (preferably in writing) during office hours (Monday, Tuesday & Thursday 08:00 – 17:00; Wednesday & Friday 08:00 – 20:00 and Saturday 10:00 – 13:00). Routine requests usually require a minimum of 14 days' notice and make take several days for confirmation. Urgent requests (e.g. the need for a third person to collect medication due to client being too ill to attend) will be discussed and a decision reached on the same day. Urgent requests may be made by telephone to ensure it is received and actioned as soon as practicable. Any changes, including a change of provider or opening hours will be notified to pharmacists
- If a patient misses daily pick-up of medicines (methadone or buprenorphine) for three days this should be communicated with the prescriber as it may be an indicator of instability or increasing risk.(see Orange book p106 section 4.6.3.3 https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/673978/clinical_guidelines_2017.pdf) Local protocol requires the Provider to report any missed collections to Addaction (01934 427940) within 24 hours of a client failing to collect their prescription

2.2.2 Standard Operating Procedures (SOPs)

Each pharmacy is required to have up to date SOPs which cover all aspects of this service. In line with the Controlled Drugs Regulations 2013 the SOPs must cover the following matters -

- Who has access to controlled drugs
- Where the controlled drugs are stored
- Security in relation to the storage and transportation of controlled drugs as required by the misuse of drugs legislation
- Disposal and destruction of controlled drugs
- Who is to be alerted if complications arise
- Record keeping

In addition, SOPs must address where the supervised consumption will take place, who will supervise consumption and the process to be adopted.

2.3 Population covered

The North Somerset Supervised Consumption Scheme will be provided, at the request of the agency undertaking the prescribing, to any individuals in receipt of opiate substitution treatment

2.4 Any acceptance and exclusion criteria and thresholds

This service is only for individuals who are either resident in North Somerset or registered with a GP in North Somerset who are in receipt of a prescription for Opiate Substitute Treatment (OST)

2.5 Interdependencies with other services

The provider will work with the specialist services below to ensure clients receive continuity of care and timely medication. Any queries related to prescriptions should be communicated to the specialist substance misuse service and the specialist GP prescriber where appropriate

- **Specialist substance misuse service**
- **Specialist GP providing shared care prescribing service**

2.6 Any activity planning assumptions

The service should be available during the pharmacy opening hours when a pharmacist is legally allowed to prescribe.

3. Applicable Service Standards & Clinical Governance Requirements

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

The Provider will comply with all relevant guidance, regulations and statutory circulars in so far as they are applicable to the services provided. Particular consideration should be given to reviewing and implementing any relevant elements of the following guidance documents:

- Drug Misuse and Dependence - Guidelines on Clinical Management” (2017)
- NICE TA114
- Best practice for commissioners and providers of pharmaceutical services for drug users – service specification (tier 2 or 3). National Treatment Agency for Substance Misuse. 2006 and Misuse of Drugs Act regulations.

CPPE Training which may support this service:

The Centre for Pharmacy Postgraduate Education (CPPE) produce an open learning pack ‘Substance Use and Misuse’ which provides the necessary knowledge to underpin the provision of this service. There is a pharmacist and technician version of this module available from CPPE. It is highly recommended (and supported by Best Practice Guidance) that this should be completed before providing the service or in the case of new pharmacists within 3 months including locum pharmacists

3.2 Audit

- Providers will take part in the NHS England (NHSE) annual national audit programme
- Providers will complete the NHSE annual Community Pharmacy Assessment Framework (CPAF) screening questionnaire

3.3 Risk Management

- Providers must comply with latest Infection Prevention Control Guidance
- Any serious incidents need to be reported in accordance with the providers local incident reporting policy and NHSE reporting requirements. <https://improvement.nhs.uk/resources/learning-from-patient-safety-incidents/>. as applicable and notified to the commissioner within one week. The provider should also provide assurance of actions taken and sharing the Lessons Learned.

3.4 Education and Training

- Pharmacists participating in this service specification must have declared themselves competent to do so and provide the evidence using the Declaration of Competence system on Pharm Outcomes. Relevant support and guidance will be provided by the Avon Local pharmaceutical Committee (ALPC).
- Pharmacists should review the self-declaration form at least every 3 years or, earlier if the Pharmacists feels his/her competence levels have declined due to undertaking too few consultations.

3.5 Patient and Public Involvement (PPI)

- Pharmacies will complete the NHSE annual Community Pharmacy Patient Questionnaire (CPPQ) and review feedback to evaluate public health commissioned services where appropriate and use this information to support service improvement.
- The pharmacy co-operates with any locally agreed North Somerset Led assessment of service user experience. This includes being willing to participate in periodic 'mystery shopping' exercises to monitor quality.

4. Pharmacists are required to complete an annual Pharmacy Clinical Governance Assurance Statement via Pharm Outcomes to provide assurance that public health commissioned services in North Somerset are safe, effective and meet the required quality standards.

4. Information provision

4.1 Record of activity

- Activity data needs to be entered onto Pharm Outcomes by the 5th of every month. Invoices will be calculated and submitted by Pharm Outcomes on the 6th of each month
- Claims are automatically sent to the North Somerset Council Accounts Payable Team

- Any critical incidents occurring will be reported separately to the Project and Commissioning Support Officer in line with the Council's protocol and will be reviewed by the Council and where appropriate the AVON LPC. Any findings from these reviews will be issued to the Provider in writing along with any actions the Council will be taking in response. These actions will range from: the creation and monitoring of improvement plans up to immediate cessation of the service

4.2 Service user feedback

Service user feedback will be obtained through the annual community questionnaire, and adverse comments will be monitored and associated pharmacies contacted to review

5. Key Performance Indicators

This service will support the following outcomes measured by PHE:

- PHOF 2.15 (i -iii) – Increase successful completion of drug treatment
- PHOF 2.15 (iv) – Reduce deaths from drug misuse

PHOF 2.16 – Increase adults with substance misuse treatment need who successfully engage in community based structured treatment following release from prison service delivery will be monitored through data recorded on PharmOutcomes, critical incidents and service user feedback.

6. Details of Review Meetings

There will be no formal review meetings with individual pharmacies, but service delivery will be monitored the 6 monthly Substance Misuse in Primary Care meetings

7. Location of Provider Premises

The Provider's Premises are located at:

8. Charges

Claims will be accepted up to 3 months after the end of the month being claimed for, payments will be based on the activity recorded on Pharm Outcomes)

(see section 5 Charges, Payment and Recovery for full details.

Any late claims outside this period may not be paid.

Invoices will be calculated and submitted by Pharm Outcomes and will be made monthly in arrears. payment terms are ordinarily 30 days

Payments will be made as follows:

- 5–7 days per week supervised consumption = £25 per month
- 3-4 days per person per week supervised consumption = £15 per month
- 1–2 days per person per week supervised consumption = £11 per month

(Note; where a service user changes their supervised consumption schedule during the month, please average the number of days and count them in **only one** of the categories above).

Part 4 – Stop Smoking Specification

Authority Lead

Chris Miles, Tobacco Control Lead
Chris.miles@n-somerset.gov.uk

1. Population Needs

Smoking remains the single, biggest lifestyle factor responsible for premature death and disease. Smoking prevalence across England stands at 14.4%, in North Somerset, smoking prevalence is 12% for the year 2018. Despite this seemingly low rate, this still equates to 20,368 adult smokers. Smoking is both a cause, and effect of inequalities. An estimated 728 families in North Somerset could be lifted out of poverty if the members of that household stopped smoking, smoking is almost purely the pursuit of those who can least afford it. 860 dependent children are living in a household that could be brought out of poverty if the smokers in those households stopped smoking, many more children are exposed to second-hand smoke in the house, which will significantly impact their health.

The most effective means of quitting smoking is through a combination of behavioural support and the use of stop smoking pharmacotherapy as evidenced by NICE guidance.

Pharmacies play a key role in reducing the burden of smoking as they are located in accessible, community locations and are frequently accessed by current smokers. Pharmacies are equipped to handle vouchers for Stop Smoking pharmacotherapy and can offer expert advice on pharmacotherapy as well as behavioural support based on the training delivered by the Smokefree North Somerset Team.

2. Scope

2.1 Aims and objectives of service

Aims

- To reduce the prevalence of smoking in North Somerset by providing a cost-effective service to support smokers in stopping smoking.
- Support the councils' corporate plan ambition to "Enable residents to make healthy choices and promote active lifestyles which reduce ill-health and increase independence".
- To reduce the financial, mental and physical impact of smoking on North Somerset residents.
- To reduce the uptake of smoking amongst young people by de-normalising smoking within the adult population.

Objectives

Offer behavioural support in line with the National Centre for Smoking Cessation and Training (NCSCT) Standard Treatment Programme and that of the Smokefree North Somerset 2-day, Intermediate Advisor Training.

Provide support, guidance and advice to clients on the full suite of available Stop Smoking Pharmacotherapy including all Nicotine Replacement Therapies and Champix via the Varenicline Patient Group Direction PGD.

Provide appointments at times and dates that are convenient for customers, in instances where a customer is expected to wait more than 1 week for an appointment, a referral should be made to Smokefree North Somerset by calling **01275 546 744**.

Ensure accurate and timely inputting of data into pharmoutcomes and claims for stop smoking activity and pharmacotherapy.

2.2 Service description/pathway

All pharmacy stop smoking advisors will offer a 12-week support programme to support clients wishing to stop smoking, supporting clients through a stop smoking quit attempt using behavioural support along with support, guidance and provision of pharmacotherapy as set out below, adhering to the guidelines set out below: -

- All advisors delivering stop smoking support to clients must have completed the Smokefree North Somerset Smokefree Advisor Training.
- The pharmacy must allow for protected time for appointments allowing the advisor to deliver 20-30-minute (30 minutes is required for an initial appointment, with 20-minute appointments for follow ups) appointments on a weekly, then fortnightly basis. It is recommended that clients receive at least weekly appointments until the client has successfully quit smoking for 4 weeks.
- Advisors will deliver behavioural support as per the programme outline delivered on the 2-day Advisor Training (See NICE Guidance NG92). Clients will receive 12 weeks of behavioural support and stop smoking pharmacotherapy.
- Advisors will offer accurate advice, support and information on all available pharmacotherapy options.
- In instances where clients may need more than 12 weeks of pharmacotherapy, the pharmacy advisor must contact Smokefree North Somerset prior to dispensation of the additional pharmacotherapy to discuss this with a Smokefree North Somerset team member.

- 85% of all 4-week quitters must have a Carbon Monoxide (CO) reading recorded.
- Ensure that all Pharmoutcomes records are accurately recorded and kept up-to-date ensuring that a 4-week outcome is ascertained and recorded, regardless of the quit outcome, providing this data to the commissioner.
- Advisors must attempt to ascertain the quit outcomes of clients who are lost to follow-up, this should be attempted 3 times using (telephone call, text, email or letter).
- The pharmacy MUST promote its in-house stop smoking service and Smokefree North Somerset through the use of leaflets, posters, word of mouth and Very Brief Advice (VBA) during opportunistic moments eg when customers are purchasing NRT, purchasing cough mixture etc.
- 4-week outcome is defined as those who have had an outcome ascertained and recorded within 25-42 days after their quit date. In instances where the client has not present in person during the 4-week follow up window (25-42 days post quit date), outcome status can be ascertained via telephone, text, or email.

Handling pharmacotherapy community vouchers

- Process and dispense community vouchers used by other stop smoking providers in North Somerset, irrespective of the availability of an in-house behavioural support service
- For clients wanting to use Varenicline (Champix), a Patient Group Direction (PGD) for the supply of Varenicline by community pharmacists' consultation should be undertaken at the beginning of each 12-week quit attempt.

2.3 Population covered

The service is available to all smokers aged 16 years or above who either live or work in North Somerset.

2.4 Any acceptance and exclusion criteria and thresholds

Customers are not eligible for support if they are already receiving support to stop smoking from their GP, Smokefree North Somerset or another pharmacy service.

Pharmacy advisors may not offer pharmacotherapy on the scheme, unless the client also agrees to behavioural support. Other than when a pharmacy dispenses a Community NRT Voucher or Champix following receipt of a Champix Letter written by a 3rd party advisor under no circumstances, may a pharmacy issue and dispense pharmacotherapy for clients wanting pharmacotherapy only. Pharmacies can

support clients who wish to receive behavioural support only, but do not want to use pharmacotherapy.

E-cigarettes/vapourisers

Electronic cigarettes or vapourisers are not currently available as pharmacotherapy and are therefore not reimbursed through this agreement. However, a client can choose to purchase their own electronic cigarette for use during their quit attempt alongside the current standard treatment offer.

2.5 Interdependencies with other services

The pharmacy service is expected to refer clients to Smokefree North Somerset if the pharmacy is unable to provide an initial appointment within 1 week of the client enquiring for support.

2.6 Any activity planning assumptions

Activity for 2019/20 will be similar to 2018/19.

3. Applicable Service Standards

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

NICE guidance

[Stop smoking interventions and services](#) (NG92)

[Varenicline for smoking cessation](#) (TA123)

[Identifying and support people most at risk from dying prematurely](#) (PH15)

Other applicable standards

The NCSCT Standard treatment programme

http://www.ncsct.co.uk/usr/pdf/NCSCT-standard_treatment_programme.pdf

- and any relevant updated guidance

3.2 Audit

- Providers will take part in the General Pharmaceutical Council (GphC) annual national audit programme
- Providers will complete the NHSE-I annual Community Pharmacy Assessment Framework (CPAF) screening questionnaire

3.3 Risk Management

- Providers must comply with latest Infection Prevention Control Guidance IPC
- Any serious incidents need to be reported in accordance with the providers local incident reporting policy and NHSE reporting requirements.

<https://improvement.nhs.uk/resources/learning-from-patient-safety-incidents/>. as applicable and notified to the commissioner within one week. The provider should also provide assurance of actions taken and sharing the Lessons Learned.

- Pharmacists should read, understand and sign the latest local PGD's (available on the ALPC website). The signed PGDs should be retained and made available for reference in each pharmacy.

3.4 Education and Training

Pharmacists

- Pharmacists participating in this service specification must have declared themselves competent to do so and provide the evidence using the Declaration of Competence system on Pharm Outcomes.
- Pharmacists should review the self-declaration form at least every 3 years or, earlier if the Pharmacists feels his/her competence levels have declined due to undertaking too few consultations.
- Pharmacies wishing to deliver the Patient Group Direction (PGD) for Varenicline are required to undertake relevant learning and training to deliver and comply with the Patient Group Direction (PGD) for Varenicline. (Appendix 1).
- **CPPE Self-declaration of Competence** - Pharmacists are required to self-assess their competence to consult, issue and supply Varenicline. Pharmacists should complete the CPPE self-declaration of competence and should on request, make these forms available to the Council. Relevant support and guidance will be provided by the Avon LPC.
- Review the self-certification form at least every 3 years or whenever the Pharmacist feels his/her competence levels have declined due to few consultations.

Advisors

- All advisors delivering this service must have completed the Smokefree North Somerset 2-day Smokefree Advisor Training. Pharmacists having completed only the PGD training are not considered competent to deliver behavioural support and must also complete the 2-day Smokefree Advisor Training to deliver behavioural support.

3.5 Patient and Public Involvement (PPI)

- Pharmacies will complete the annual Community Pharmacy Patient Questionnaire (CPPQ) and review feedback to evaluate public health commissioned services where appropriate and use this information to support service improvement.
- The pharmacy co-operates with any locally agreed North Somerset Led assessment of service user experience. This includes being willing to participate in periodic 'mystery shopping' exercises to monitor quality.

Pharmacists are required to complete an annual Pharmacy Clinical Governance Assurance Statement to provide assurance that public health commissioned services in North Somerset are safe, effective and meet the required quality standards.

4. Information provision

4.1 Record of activity

All activity should be recorded on Pharmoutcomes using the service templates under 'Smoking Cessation New – Pharmacy Supported Client' for all pharmacy supported clients and provisions.

For NRT vouchers provided by other services, the 'Smoking Cessation New – Community Supported Clients' service templates should be used.

All clients setting a quit date, should have a 4-week outcome recorded, this should happen within 25-42 days after the quit date. Where contact with clients has been lost, the advisor must attempt 3 contacts via telephone, text, email. Face-to-face or letter. If after these attempts, contact still hasn't been made, the 4-week outcome should be recorded as Lost to Follow Up (LTFU).

4.2 Service user feedback

All clients who have consented to North Somerset Council receiving their data will be sent a 52 week follow up text by Smokefree North Somerset to ascertain smoking status.

Smokefree North Somerset may audit a sample of clients as part of customer feedback and governance.

5. Key Performance Indicators

Key Performance Indicators	Method of measurement	Threshold	Consequence of breach
Quality: The provider must achieve a quit rate of at least 45%.	Number of clients who have stopped smoking for 4-weeks out of those who have set a quit date. Numerator – Number of clients who have quit for 4 weeks. Denominator – Numbers setting a quit date.	<45% of clients have successfully stopped smoking.	Trigger meeting with the commissioner to discuss issues. If the provider fails to improve, this may result in the pharmacy being decommissioned.

<p>Quality: 85% of all quitters must be CO validated.</p>	<p>A CO reading confirming Quit status at the 4-week follow up appointment (within 25-42 days post quit date). Numerator – Number of clients with a CO reading of 6ppm or less, recorded at 4-week appointment. Denominator – Number of clients who have successfully quit smoking at 4-week follow up.</p>	<p><85% of clients have a CO reading of 6 ppm or less.</p>	<p>Trigger meeting with the commissioner to discuss issues. If the provider fails to improve, this may result in the pharmacy being decommissioned.</p>
<p>Complete Smokefree North Somerset Intermediate 2-day Stop Smoking advisor training</p>	<p>Training records held by Smokefree North Somerset</p>	<p>Attendance status</p>	<p>In incidents where activity has been delivered by unqualified personnel payment may be withheld and Performance discussion with pharmacy manager and/or stop smoking advisor.</p>
<p>Each advisor must support 6 or more clients within the year, this is irrespective of the outcome of the quit attempt ie whether the client quit, didn't quit or was LTFU.</p>	<p>This will be measured via the records input into Pharmoutcomes.</p>	<p>Less than 6 clients supported.</p>	<p>Trigger meeting with the commissioner to discuss issues. If the provider fails to improve, this may result in the pharmacy being decommissioned.</p>

6. Details of Review Meetings

Review meetings will be scheduled as and when they become necessary, usually when triggered by underperformance in relation to the Key Performance Indicators (KPI's) referred to in this service specification.

7. Location of Provider Premises

The Provider's Premises are located at:

8. Charges

Grace period for claiming pharmacotherapy costs, PGD consultations and handling charges

There is a 3-month grace period after which North Somerset Council will not reimburse pharmacotherapy costs where the date of claim exceeds 3 months beyond the date of dispensing.

Activity	Cost	Payment Frequency
Payments for activity into service for each correctly completed 4-week outcome on PharmOutcomes	£30	Monthly
Handling fee for community vouchers scheme	£1 per community voucher (two-week supply) dispensed from a specialist or community based stop smoking advisor	Monthly
PGD consultation fee for initial client assessment for those supported by a community advisor	£12	Monthly
Payments for pharmacotherapy	Reimbursement of pharmacotherapy products prescribed (plus VAT@5%) less any prescription charges	Monthly

SCHEDULE B: DATA PROCESSING SCHEDULE

1. The Provider shall comply with any further written instructions with respect to processing by the Council

2. Any such further instructions shall be incorporated into this Schedule.

Description	PUBLIC HEALTH SERVICES IN PHARMACY SERVICES
Names of Parties	1. the Council 2. the Provider
Type of Data Processing Relationship	Where each have agreed to share, process and otherwise manage data under this Contract as described below and in accordance with the provisions of the General Data Protection Regulation in that either party as Data Controller (acting as the Data Discloser) may disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser where required for the Agreed Purposes.
Purpose	Personal data is being shared, processed and otherwise managed in connection with the provision of certain community-based pharmacy services commissioned by the Council from the Provider under this Contract.
Subject matter of the processing	The subject matter and duration of the sharing, processing and otherwise managing of the Personal Data are set out in this Contract.
Duration of the processing	For the duration of the Term

<p>Nature and purposes of the processing</p>	<p>The Services under this Contract involve the provision of certain community based pharmacy services by the Provider on behalf of the Council which necessitate the sharing, processing and otherwise managing of personal data between the Council and the Provider as independent data Controllers and the processing and sub-processing of data in connection with the provision of elements of the Services by duly authorised contractors and their sub-contractors, including but not limited to the range of services listed below:</p> <ol style="list-style-type: none"> 1. Chlamydia Treatment Service 2. Emergency Hormonal Treatment Service 3. Supervised Consumption Service 4. Needle Exchange Service 5. Stop Smoking Service
<p>Type of personal data</p>	<p>The personal data to be shared, processed and otherwise managed between the parties under this Contract shall be confined to the following categories of information relevant to the following categories of data subject:</p> <p>a) personal data including but not limited to name, identification number(s), location data, online identifier(s) or one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of a data subject;</p> <p>b) special category data including but not limited to information relating to a data subject's health including relevant information from other health professionals, relatives or those who care or provide services associated with the provision of care or treatment for the patient.</p>
<p>Categories of Data Subject</p>	<p>Staff (including Provider, Council, contractor, sub-contractor and health and social care professionals and support workers engaged in connection with the provision of the services),</p>

	<p>service users, carers, patients or residents of North Somerset in receipt of or eligible to receive any or all of the Services being delivered by the Provider on behalf of the Council.</p>
<p>Plan for return and destruction of the data once the processing is complete unless a requirement under EU or member state law to preserve that type of data</p>	<p>The sharing, processing and otherwise managing of personal data in the delivery of the services under this Contract are in connection with direct care and for the Providers' administrative purposes in the pharmacy, and in support of direct care elsewhere, as supported under the following Articles 6 and 9 of the GDPR:</p> <ul style="list-style-type: none"> • Article 6(1)(e) ‘...necessary for the performance of a task carried out in the public interest or in the exercise of official authority...’. • Article 9(2)(h) ‘necessary for the purposes of preventative or occupational medicine for the assessment of the working capacity of the employee, medical diagnosis, the provision of health or social care or treatment or the management of health or social care systems and services...’ <p>Upon termination of the Contract any personal data or service user records held solely in connection with the provision of the Services shall be returned to the Council as data controller and any duplicate records held by the contractor shall be destroyed, with the exception of those records which are also being retained under the purposes of Articles 6 and 9 in connection with patient records. The Provider will retain any personal data it holds in its own right and Independent Data Controller in respect of its patients.</p>

SCHEDULE C

TUPE

1. Definitions

In this Schedule, the following definitions (in addition to those specified in clause **Error! Reference source not found.** of this Contract shall, save where the context or the express provision of this Contract otherwise requires or admits, have the following meanings:

Employee Liabilities: all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation.

Employee Liability Information: the information that a transferor is obliged to notify to a transferee under regulation 11(2) of TUPE:

- (a) the identity and age of the employee;

(b) those particulars of employment that an employer is obliged to give an employee under section 1 of the Employment Rights Act 1996;

(c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applied, within the previous two years;

(d) information about any court or tribunal case, claim or action either brought by the employee against the Council within the previous two years or where the Council has reasonable grounds to believe that such action may be brought against the Provider arising out of the employee's employment with the Council;

(e) information about any collective agreement which will have effect after the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE

Staffing Information: in relation to all persons detailed on the Provider's Provisional Staff List, such information as the Council may reasonably request (subject to Data Protection Laws), but including in an anonymised format the Employee Liability Information, including:

(a) job title, age, gender;

(b) date of commencement of employment;

(c) salary;

(d) the identity of the employer;

(e) employment status (whether they are employees, workers, self-employed, contractors or consultants or otherwise);

(f) contractual notice periods and any other terms relating to termination of employment, including redundancy procedures and contractual redundancy payments schemes;

(g) details of employment related benefits;

(h) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

(i) details of sickness absence, parental leave, maternity leave or other authorised long-term absence, including details of action taken in respect of sickness absence;

(j) details of any outstanding or potential contractual, statutory or other liabilities, including details of any disciplinary action taken against any individual, any grievance procedure taken by any individual within the

previous eighteen (18) months and details of any court or tribunal case, claim or action brought by any individual against the Provider within the previous eighteen (18) months;

(k) copies of all relevant documents and materials relating to such information;

(l) material terms and conditions of employment including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such individuals); and

(m) the amount of time spent on the provision of the Services; and

(n) any other "employee liability information" as such term is defined in regulation 11 of TUPE.

Provider's Final Staff List: the list prepared by the Provider of all the Provider's personnel engaged in, or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.

Provider's Provisional Staff List: the list prepared and updated by the Provider of all the Provider's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.

Relevant Employees: those employees whose contracts of employment transfer with effect from the relevant Service Transfer Date to a replacement provider or to the Council by virtue of the application of TUPE

Service Transfer Date: the date on which the Services (or any part of the Services) for whatever reason transfer from the Provider to any replacement provider.

2. No Employee Transfer on Commencement of Services

2.1. The Provider has, immediately before the Services Commencement Date, delivered services to the Council which are identical to the Services. As a consequence, the Council and the Provider acknowledge and agree that at the Services Commencement Date there will be no Relevant Transfer and there are no individuals whose contracts of employment will, be virtue of the Provider performing the Services under this Contract, transfer to the Provider pursuant to TUPE.

3. Employment Exit Provisions

3.1. This Contract envisages that subsequent to the commencement of this Contract, the identity of the provider of the Services (or any part of the Services) may change resulting in a transfer of the Services in whole or in part (**Service Transfer**). If a Service Transfer is a Relevant Transfer

then, in such event, a replacement provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.

- 3.2. The Provider agrees that within 10 Working Days of the earliest of:
 - 3.2.1. receipt of a notification from the Council of a Service Transfer or intended Service Transfer;
 - 3.2.2. the Council giving a notice terminate this Contact;
 - 3.2.3. the date which is 12 months before the expiry of the Term; and
 - 3.2.4. receipt of a written request of the Council at any time

it shall provide in respect of any person engaged or employed by the Provider in the provision of the Services the Provider's Provisional Staff List and the Staffing Information to the Council, or at the direction of the Council, to a replacement provider and it shall provide an updated Provider's Provisional Staff List when reasonably requested by the Council or any replacement provider. The Provider shall notify the Council of any material changes to this information as and when they occur. The Provider warrants to the replacement provider and the Council that all information contained in the Provider's Provisional Staff List and the Staffing Information will be true and accurate in all material respects at the time of providing the information.

- 3.3. At least 28 days before the Service Transfer Date, the Provider shall prepare and provide to the Council and/or, at the direction of the Council, to the replacement provider, the Provider's Final Staff List, which shall be complete and accurate in all material respects and Staffing Information in relation to the Provider's Final Staff List (insofar as such information has not previously been provided). The Provider's Final Staff List shall identify which of the Provider's personnel named are Relevant Employees.
- 3.4. The Council shall be permitted to use and disclose the Provider's Provisional Staff List, the Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective replacement provider for any services that are substantially the same type of services as the Services (or any part of the Services).
- 3.5. On reasonable request by the Council the Provider shall provide the Council or at the request of the Council, the replacement provider, with access (on reasonable notice and during normal working hours) to the

employment records (and provide copies) as the Council reasonably requests.

- 3.6. The Provider warrants to the Council and the replacement provider that the Provider's Final Staff List and the Staffing Information (**TUPE Information**) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Provider's Final Staff List.
- 3.7. The Provider shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Law.
- 3.8. The Council regards compliance with this paragraph **Error! Reference source not found.** as fundamental to this Contract. In particular, failure to comply with paragraph 3.2 and paragraph 3.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Council to suspend payment of the Charges until such information is provided, or indefinitely. The maximum sum that may be retained under this paragraph 3.8 shall not exceed an amount equivalent to the Charges that would be payable in the three month period following the Provider's failure to comply with paragraph 3.2 or paragraph 3.3, as the case may be.
- 3.9. Any change to the TUPE Information which would increase the total employment costs of the staff in the six (6) months prior to termination of this Contract shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes as required by law. The Provider shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.
- 3.10. From the date of the earliest event referred to in paragraph 3.2.1, paragraph 3.2.2 and paragraph 3.2.3, the Provider agrees that it shall not assign any person to the provision of the Services who is not listed on the Provider's Provisional Staff List and shall not without the prior written consent of the Council:
 - 3.10.1. make, promise, propose or permit any changes to the terms and conditions of employment of any employees listed on the Provider's Provisional Staff List (including any payments connected with the termination of employment);
 - 3.10.2. materially increase or decrease the total number of employees listed on the Provider's Provisional Staff List;

- 3.10.3. increase or reduce the proportion of working time spent on the Services by any of the Provider's Staff;
 - 3.10.4. Introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Provider's Provisional Staff List;
 - 3.10.5. replace or redeploy any member of Staff listed on the Provider's Provisional Staff List to other duties unconnected with the Services or assign or re-deploy any employee employed to carry out duties unconnected with the Services to duties connected with the Services;
 - 3.10.6. terminate or give notice to terminate the employment or contracts of any person on the Provider's Provisional Staff List save by due disciplinary process.
- 3.11. The Provider shall promptly notify the Council or, at the direction of the Council, the replacement provider, of any notice to terminate employment received from any person listed on the Provider's Provisional Staff List regardless of when such notice takes effect.
- 3.12. During the Term, the Provider shall provide to the Council any information the Council may reasonably require relating to the manner in which the Services are organised, which shall include:
- 3.12.1. the numbers of employees engaged in providing the Services;
 - 3.12.2. the percentage of time spent by each employee engaged in providing the Services; and
 - 3.12.3. a description of the nature of the work undertaken by each employee by location.
- 3.13. The Provider shall provide all reasonable cooperation and assistance to a replacement provider and the Council to ensure a smooth transfer of Relevant Employees on the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Relevant Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, at least thirty (30) days before the expected Service Transfer Date, the Provider shall provide to the Council or, at the direction of the Council, to any replacement provider, in respect of each

person (subject to compliance with Data Protection Laws) on the Provider's Final Staff List who is a Relevant Employee, their:

- 3.13.1. Pay slip data for the most recent month;
 - 3.13.2. Cumulative pay for tax and pension purposes;
 - 3.13.3. Cumulative tax paid;
 - 3.13.4. Tax code;
 - 3.13.5. Details of any voluntary deductions from pay; and
 - 3.13.6. Bank or building society details for payroll purposes.
- 3.14. The Provider shall indemnify in full the Council and each and every replacement provider against all Employment Liabilities relating to:
- 3.14.1. any person who is or has been employed or engaged by the Provider in connection with the provision of any of the Services; or
 - 3.14.2. any trade union or staff association or employee representative

arising from or connected with any failure by the Provider to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.

- 3.15. In connection with a Relevant Transfer, the Provider shall:
- 3.15.1. perform and discharge all its obligations in respect of all the Relevant Employees and their representatives for its own account up to and including the Service Transfer Date. The Provider shall indemnify the Council and replacement provider in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Council or replacement provider including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
 - 3.15.1.1. the Provider's failure to perform and discharge any such obligation;

- 3.15.1.2. any act or omission by the Provider on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
- 3.15.1.3. all and any claims in respect of all emoluments and outgoings in relation to the Relevant Employees (including without limitation all wages, accrued but undertaken holiday pay, bonuses, PAYE, National Insurance Contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;
- 3.15.1.4. any claim arising out of the provisions of, or proposal by the Provider to offer, any change to any benefit, term or condition or working condition of any Relevant Employee arising on or before the Service Transfer Date;
- 3.15.1.5. any claim (including any employee individual entitlement under or consequent on such a claim) by any trade union body or other person representing the Relevant Employees (or other employees of the Provider) arising from or connected with any failure by the Provider to comply with any legal obligation to such trade union, body or person;
- 3.15.1.6. any claim made by or in respect of any person employed or formerly employed by the Provider other than a Relevant Employee for which it is alleged the Council, or any replacement provider may be liable by virtue of this Contract and/or TUPE;
- 3.15.1.7. any act or omission of the Provider in relation to its obligations under regulation 11 of TUPE, or in respect of an award of compensation under regulation 12 of TUPE except to the extent that the liability arises from the replacement provider's failure to comply with regulation 11 of TUPE; and
- 3.15.1.8. any statement communicated to or action done by the Provider in respect of any Relevant

Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with the Council in writing.

- 3.16. The Provider shall indemnify the Council and any replacement provider in respect of any claims arising from any act or omission of the Provider in relation to any other of the Provider's Staff who is not a Relevant Employee during any period whether before, on or after the Service Transfer Date.
- 3.17. The indemnities in paragraph 3.15 shall not apply to the extent that such claims, costs, expenses or liabilities arise or are attributable to any act or omission of the replacement provider whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:
- 3.17.1. arising out of the resignation of any Relevant Employee before the Relevant Date on account of substantial detrimental changes to his/her working conditions proposed by the replacement provider and/or any replacement provider to occur in the period on or after the Service Transfer Date; or
 - 3.17.2. arising from the Replacement provider's failure to comply with its obligations under TUPE.
- 3.18. The Parties shall co-operate to ensure that any requirement to inform and consult with the employees or employee representatives in relation to any Relevant Transfer as a consequence of a Service Transfer will be fulfilled.
- 3.19. The Parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraph 3.2 to paragraph 3.18, to the extent necessary to ensure that any replacement provider shall have the right to enforce the obligations owed to, and indemnities given to, the replacement provider by the Provider or the Council in its own right under section 1(1) of the said Act.
- 3.20. Despite paragraph 3.19, it is expressly agreed that the Parties may be agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

SCHEDULE D COMPLAINTS PROCEDURE

1. GENERAL PRINCIPLES

- 1.1. The Provider shall
 - 1.1.1. no later than the Services Commencement Date have in place a system for receiving and investigating complaints in a format agreed with the Council in compliance with the Council's own complaints procedures and in compliance with this Schedule;
 - 1.1.2. keep a written record of how many complaints are received both via the Council and directly, and how they are dealt with, including keeping copies of correspondence sent to or received by the complainant;
 - 1.1.3. notify the Council's Key Contracts (relevant to the Service in question) as soon as reasonably practicable of all complaints received;
 - 1.1.4. respond to and resolve any complaints received in accordance with the timescales set out in the Provider's complaints procedures and provide each complainant with a written response of the outcomes of investigations made, the conclusions reached and the remedy available;
 - 1.1.5. put in place measure to ensure that the nature or subject-matter of the complaint will not happen again and to minimise complaints so far as possible;
 - 1.1.6. co-operate fully with any investigation carried out by the Council or any regulatory body into any complaint referred to it.

2. PROCEDURE

- 2.1. If a service user makes a complaint to the Council about the Provider relating to the Services, the Council's Key Contact (relevant to the Service in question) will refer that complaint to the Provider's Key Contact requesting that the complaint be dealt with in accordance with Provider's complaint's procedure. The Provider shall ensure that the complainant is fully informed of their right to take any complaint to any regulatory body to whom the Provider is responsible as well as to the Council.
- 2.2. If following the end of the complaint investigation procedure by the Provider the complainant is not satisfied with the outcome and the complaint remains unresolved, the Council may take over the care and

conduct of the complaint and carry out its own investigations. The Provider shall, at its own cost, provide promptly all necessary assistance to the Council to allow it to carry out such investigations.

- 2.3. A complaint concerning a manager of the Provider who also delivers the Services shall automatically be referred to the Council's Key Contact (relevant to the Service in question) for investigation by the Council.
- 2.4. Following the Council concluding its investigations into the complaint, it will produce a written report for comment by the Provider. The Council shall take into account any representations made by the Provider in producing the final report, the report to include details of the conclusions reached and the remedy for making good the complaint.
- 2.5. The Parties will prepare and agree an action plan to resolve the complaint.
- 2.6. The Provider shall fully comply with the agreed action plan within the timescales detailed in that plan.
- 2.7. If the Council is of the opinion, acting reasonably, that the complaint is of such seriousness so as to trigger service of a Default Notice or if the Council is entitled to terminate this Contract, then the provisions of clause 23 (consequences of Termination) shall apply.