

Details of the Framework Contract.

This is a Contract between The Metropolitan Borough Council of Stockport, of the Town Hall, Stockport SK1 3XE

the "**Council**":

and **INSERT NAME AND ADDRESS OF PHARMACY**

the "**Service Provider**":

The Council and the Service Provider agree as follows:

- 1 The Service Provider will provide the Service in accordance with the provisions of this Contract
- 2 In consideration of the provision of the Service, the Council will pay the agreed Contract Fee for the Service.
- 3 The Contract comprises the Conditions below, the Service Specification in Appendix One.
- 4 This Contract will take effect from the date in Condition 1.1

Name	Designation	Signature	Date
Signed on behalf of the Service Provider:			
Signed on behalf of the Council:			
Dr Donna Sager	Director of Public Health		

Definitions

Term	Definition
Contract	The complete Contract and all the Conditions, Schedules and Appendices contained in it.
Contract Manager	The person(s) authorised by the Council to act on all matters relating to the operation of this Contract
Elected Member	An elected representative on the Council of the Metropolitan Borough of Stockport
Permitted Third Party	In relation to the Council this means other purchasing, monitoring or inspecting agencies. In relation to the Service Provider this means any one of the Commission for Healthcare Audit and Inspection, the Independent Regulator of NHS Foundation Trust, the National Audit Office, or authorised members of the Councils Patients Forum.
Senior Manager	An Officer of the Council whose post is within the top three tiers of the Council's management structure.
Worker	Unless otherwise stated, this term includes all workers (paid and unpaid) and volunteers employed by the Service Provider

All other terms are defined within the Contract.

Words in this Agreement conveying the masculine include the feminine and words in the singular include the plural and vice versa unless the context makes it clear that this is not intended.

Headings in this Agreement are for ease of reference only and do not affect its interpretation.

TERMS AND CONDITIONS

1. STARTING DATE

- 1.1 This Contract will begin on 1 April 2019 and shall continue until 31 March 2021 or until terminated by either party according to Condition 17.

2. COMPLETE CONTRACT

- 2.1 This Contract, including all schedules, appendices embodies the complete Contract between the Council and the Service Provider in respect of the Service. It supersedes all other written understandings and agreements with respect to all matters referred to. Each party acknowledges that no other agreement or statement shall be valid or binding on either party.

3. THE SERVICE

- 3.1 The Service is the provision of a Public Health Extended Service as described on Stockport Council's website.

4. PRICE

- 4.1 The Price is shown at Schedule One.

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- 4.2 There will be an annual review of price in which both provider and Commissioner will have opportunity to propose an increase or decrease in price. The Parties shall meet and discuss this in good faith.

5. FINANCIAL ARRANGEMENTS

- 5.1 Payment will be made quarterly in arrears within 30 days of a correct invoice being received by Public Health via the PharmOutcomes system.

6. STANDARDS OF SERVICE

- 6.1 The Service Provider, for all services provided under the terms of this Contract, is required to meet the conditions and quality standards set out in the Service Specification.
- 6.2 In making any decisions with respect to a Service User, the Service Provider shall give full consideration to the Service User's gender, disability, religious persuasion, racial origin, cultural and linguistic background, and sexual orientation, in accordance with the requirements of the Service Specification.

- 6.3 The Service Provider is expected to co-operate with others providing services to and supporting the Service User, including other professionals, informal carers, relatives and friends.

7. STATUTORY REQUIREMENTS

- 7.1 In discharging its obligations under this Contract, the Service Provider will comply with all applicable Acts of Parliament, Regulations, Orders, Directives, Statutory Guidance, Codes of Practice and Byelaws which are in force or may come into force during this Contract.

8. EQUALITIES AND NON - DISCRIMINATION

- 8.1 Without prejudice to, or limitation of, its obligations under Clause 7.1 the Service Provider will additionally comply with the following requirements in discharging its obligations under this Contract.
- 8.2 The Service Provider will not discriminate directly or indirectly against any person contrary to all applicable Acts of Parliament or associated regulations.
- 8.3 The Service Provider will not treat a person less favourably for a reason relating to that person's disability (as defined by the Disability Discrimination Act 1995) nor fail to comply with a duty under that Act to make reasonable adjustments in relation to the disabled person.
- 8.4 The Service Provider will ensure that it observes as far as possible the Commission for Equality and Human Rights' Code of Practices in Employment and the Duties to Promote Race and Gender Equality and Equality for Disabled People.
- 8.5 The Service Provider will notify the Council as soon as it becomes aware of any complaint or proceedings against the Service Provider alleging unlawful discrimination or any investigation of the Service Provider's performance of this Agreement by an Employment Tribunal, Employment Appeal Tribunal, or the Commission for Equality & Human Rights. In the event of any such complaint, proceedings or investigation the Service Provider will cooperate fully and promptly with the body undertaking the investigation or bringing the proceedings, and will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of such investigation or proceedings.
- 8.6 The Council reserves the right to require the Service Provider, following a full, fair and reasonable investigation of the circumstances, by written request, to remove any person involved in the performance of the

Contract where such person is acting contrary to the requirements of this Clause 8.

- 8.7 The Service Provider will provide to the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract, and vice versa. For example, this may include monitoring information on equal employment and service outcomes.

9. SAFEGUARDING ADULTS

- 9.1 The Service Provider shall adopt and operate the Stockport All Agency Safeguarding Adults Policy. A copy of this document shall be kept by the Service Provider and shall be available to all its employees, volunteers, Service Users and their relatives.
- 9.2 The Service Provider will notify the Contract Manager as soon as possible, and at the latest the next working day, of any Safeguarding incident occurring during the operation of this Contract.
- 9.3 The Service Provider shall ensure that in recruiting, selecting and managing relevant personnel:
- (i) An 'enhanced with barred list' check performed by the Disclosure and Barring Service (DBS) is reviewed as part of the recruitment process of any clinical performer.
 - (ii) Employment is not offered to a clinical performer on the DBS barred list.
 - (iii) A past conviction should not in itself preclude employment but consideration must be given as to whether past behaviour of the individual may put a vulnerable adult at risk.
- 9.4 The Provider shall adhere to the DBS guidance in referring employees to inclusion on the DBS barred list if required. The grounds for such referral include dismissal or intended dismissal or any action that has placed a vulnerable adult at risk of harm.

10. LIABILITY OF SERVICE PROVIDER

- 10.1 The Service Provider shall indemnify and keep the Council indemnified against the injury to or death of any person or persons and loss of or damage to any property including property of the Council and against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto, which for the avoidance of doubt includes any claim based on the Human Rights Act 1998, except and to the extent that it may arise out of the act, default,

or negligence of the Council, its employees or agents not being the Service Provider or employed by the Service Provider.

11. INSURANCE

- 11.1 The Service Provider shall effectively maintain adequate levels of Employer Liability, Public Liability and Professional Indemnity insurance with reputable insurers to cover all liabilities which may so arise throughout the duration of this arrangement, and at the request of the Council shall prove to the reasonable satisfaction of the Council that they have done so. All risks and liabilities which may so arise in respect of the adequacy or inadequacy of such insurance arrangements, are those of the Service Provider and not Stockport Metropolitan Borough Council.
- 11.2 The Service Provider shall make clear in writing to Service Users and their Representatives the full extent and any conditions or limitations of its insurance cover that it has relating to the provision of the Service. The Service User or their Representative shall not pay towards any excess payment required for a claim or have the amount of any claim reduced because of an excess payment. For the avoidance of doubt, this Agreement expects the holder of the insurance to pay any excess payments.

12. ASSIGNMENT AND SUB-CONTRACTING

- 12.1 The Service Provider shall not assign or subcontract any part of the provision of the Service without the Council's prior written consent. Such consent will be at the Council's discretion and, if given, shall not relieve the Service Provider from any liability or obligations under this Contract. The Service Provider shall be responsible for the acts, default or neglect of any sub-contractor, its agents or staff in all respects as if they were the acts, defaults or neglect of the Service Provider, its agents or staff.
- 12.2 The Council may assign the benefits and burdens of this Contract to another party at its discretion without consent from the Service Provider.
- 12.3 The Service Provider, its workers or subcontractors shall not in any circumstances hold itself or themselves out as:
- 12.3.1 Being the servant or agent of the Council except in circumstances expressly permitted by the Contract
 - 12.3.2 Being authorised to enter into any contract on behalf of the Council
 - 12.3.3 Being authorised in any other way to bind the Council to the performance, release or discharge of any obligation

12.3.4 Having the power to make, vary, discharge or waive any byelaw or regulation of any kind.

13. RESOLUTION OF DISPUTES

- 13.1 Any dispute arising out of the interpretation or implementation of any part of this Contract, and which at the time is not related to termination, shall be discussed at a meeting between the Council's Contract Manager and the Service Provider's representative(s). Both parties will negotiate in good faith to resolve the dispute without prejudice to moving to termination if this is considered to be the appropriate resolution.
- 13.2 If not resolved, then a meeting will be arranged between two senior managers of the Council and the Service Provider's representative(s). This may be called at the request of either party and will take place within 15 working days of such a request.
- 13.3 If still not resolved then both parties may agree to refer the matter to an individual agreeable to both parties for mediation.
- 13.4 If an independent mediator cannot be agreed as in Clause 13.3 above, then both parties agree to accept an individual nominated by the President of the Chartered Institute of Arbitrators.
- 13.5 If independent mediation is used, each party shall be responsible for costs incurred, except when otherwise determined by the mediator.

14. REVIEW AND MODIFICATION OF THE CONTRACT

- 14.1 The operation of this Contract may be reviewed by both parties at any time as agreed between the parties.
- 14.2 Any amendment to this Contract may only be made in writing and such amendments shall only be made in writing and such amendments shall be agreed only when signed and exchanged by both parties.
- 14.3 The provisions of the Contract are based on English Law and on the requirements of current legislation. In the event of there being any change in relevant legislation which either party thinks materially affects the Contract, that party shall give the other party written notice inviting them to renegotiate the terms of the Contract within three months. If a new Contract is not reached within this period, the Contract may be terminated forthwith, without prejudice to any rights that either party may have in respect of any prior breach of the Contract.

15. MONITORING AND EVALUATION

- 15.1 The Service Provider shall maintain, and make available on request, a true, correct and systematic set of records as detailed in the Service Specification.
- 15.2 So that the Council may monitor this Contract, the Service Provider will:
- i) Provide access to such records and produce such statistical information as the Council may reasonably request.
 - ii) Comply with all reasonable requests relating to the monitoring of any aspects of its performance, particularly those that demonstrate the Service Provider's ability to continue to meet the terms and conditions of this Contract.
- 15.3 The Council may seek information relating to the performance of this Contract from any agency that purchases from or inspects the Service Provider. The Council is a member of a group of local authorities who share specific information about service providers. When such a notification is sent, a copy is routinely sent to the Service Provider. A full copy of the information protocol and the form used is available on request from the Contracts Manager.

16. QUALITY ASSURANCE

- 16.1 In accordance with government statute and guidance, the Council operates an Adult Social Care Complaints Procedure. The Service Provider will co-operate fully with the Council in the investigation of any relevant complaint, including where those relate to issues of data control and processing.
- 16.2 The Service Provider will maintain an appropriate complaints procedure.
- 16.3 The Service Provider will be able to demonstrate that the service meets the quality requirements contained in the Service Specification. Quality Assurance documentation will be made available to the Council on request.

17. TERMINATION

- 17.1 Termination of this Contract shall have no effect on the liability of either party to the payments of any sum arising under this Contract before the date upon which termination takes effect.

- 17.2 Either party may terminate this Contract at any time by giving the other six calendar months written notice. Any such notice shall state the reason(s) for termination.
- 17.3 In the event of termination of the Contract, the Service Provider must repay the Council that proportion of any advance payment which relates to the period after the termination has taken effect.
- 17.4 The Council may terminate the Contract forthwith and without notice and recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider:
- i) Commits what in the reasonable opinion of the Council is a serious breach of its obligations under the Contract.
 - ii) After notice has been given (which shall specify the time within which the Service Provider must rectify the Service) fails to provide the Service in a diligent and consistent manner in accordance with the terms of this Contract.
 - iii) Commits any other breach of its obligations under this Contract which can be remedied, and fails to remedy such breach within the time specified in the written notice from the Council specifying the breach complained of
 - iv) Goes into receivership or liquidation, becomes insolvent or is affected by any other financial and/or organisational circumstances which bring into question the long-term viability of the Service Provider.
 - v) Takes serious financial advantage of the relationship with any Service User or their relative/representative, e.g. becoming a beneficiary of a will, taking loans or making business arrangements.
 - vi) Has been convicted of any offence under the Prevention of Corruption Acts 1899-1916 or the Local Government Act 1972.
 - vii) Gives any undisclosed or illicit fee or reward to any elected member or officer of the Council in order to acquire unfair gain or advantage.
- 17.5 If the Council is in breach of any of the terms of the Contract which are material, and the Service Provider has served notice, giving twenty-eight days for the breach to be remedied, and the breach is not satisfactorily remedied within such a time period, the Service Provider may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contract by notice in writing having immediate effect.

18 CONFIDENTIALITY AND DATA PROTECTION

- 18.1 All written information and data made available by one Party (“the Disclosing Party”) to the other (“the Receiving Party”) hereunder is confidential (“Confidential Information”) and each Party undertakes to treat such Confidential Information with the same care as it would reasonably treat its own confidential information.
- 18.2 The Council and the Service Provider agree that the information made available as a result of this Contract shall be treated as Confidential Information. Both parties will take steps not to infringe or prejudice the right of confidentiality enjoyed by Service Users. Without prejudice to this provision, both parties will comply in all respects with the provisions of the Data Protection Act (1998) and the Freedom of Information Act (2000) and will indemnify each other against any failure to comply with such provisions.
- 18.3 Information shall not be considered as Confidential Information where it is:
- a) already in the public domain other than through default of the Receiving Party;
 - b) already in the Receiving Party’s possession with no obligation of confidentiality; or
 - c) independently developed by the Receiving Party without reference to the Confidential Information.
- 18.4 The Service Provider shall not, and shall take all reasonable action to ensure that its employees do not, without the express permission of the Council, divulge to any third party, other than relevant parties normally entitled to information in the course of their duties, e.g. health and social care workers, any information related to the Service User which comes into its, or their, possession while providing the Service.
- 18.5 In order to provide the Service, the Council will share with the Service Provider the following data, as deemed necessary in relation to Service Users and their carers:
- Name
 - Address
 - Tel no
 - Date of Birth
 - Ethnicity
 - gender
 - Medical history/details
 - Social history
 - Financial details
 - Details of behaviour which may put the service provider and/or its workers at risk

- 18.6 Data provided by the Council so that the Service Provider is able to deliver the Service defined in Schedule One, the Service Specification, may only be used for that purpose.
- 18.7 Personal data, as identified at 18.5 above, may only be transmitted by the Council or by the Service Provider through secure means; this includes the use of letter post, facsimile transmission or secure electronic transmission.
- 18.8 The Council will audit compliance with the conditions relating to data and its security in the course of contract monitoring.

19 DATA SECURITY

- 19.1 The Service Provider must:
 - 19.1.1 take appropriate technical and organisational measures to protect against the unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data (including having adequate back-up procedures and disaster recovery systems) in order to comply with the seventh data protection principle;
 - 19.1.2 ensure that all employees used by it to provide the services as described above and as defined in the Contract have undergone training in the law of data protection and in the care and handling of personal data and have a valid enhanced DBS check/disclosure (where appropriate).
 - 19.1.3 store the data it receives securely in line with its own policies and procedures that ensure compliance with the Data Protection Act 1998. The retention period and destruction of data will be in accordance with the Records Management NHS Code of Practice. At the end of the agreement and termination of the contract, the Council must facilitate secure transfer of relevant data to any incoming Service Provider so that it can be archived for future use.
 - 19.1.4 process the personal data only in accordance with the laws of the United Kingdom;
 - 19.1.5 not use the personal data for any purposes which are inconsistent with the purposes as described above and as defined in the

Agreement; subject to being allowed to use during and after period of agreement to manage the healthcare of the patient.

19.1.6 in the event that any personal data in its possession or control become lost, corrupted or rendered unusable for any reason, promptly restore such personal data using its back up and/or disaster recovery procedures at no cost to Stockport Council;

19.1.7 in the event that any personal data in its possession or control become lost, immediately inform Stockport Council with a full report as to the circumstances;

19.1.8 not transfer any personal data outside the European Economic Area unless authorised to do so.

19.2 The Service Provider must have in place appropriate procedures and measures to ensure compliance with the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 ("the Data Protection Legislation"), Caldicott Report, BS ISO/IEC 27000 Series of Information Security Standards, professional codes of confidentiality, and national guidance and rules around holding and destroying health/social services records and other relevant legislation.

19.3 In the event that the Council receives a subject access request for data processed by the Service Provider, the Council will notify the Service Provider who will ensure that the rights of the data subject are fulfilled and will provide copies of the relevant data to the requester.

19.4 Nothing in this clause 19 shall prevent either Party disclosing such Confidential Information as is reasonably required by Permitted Third Parties, provided that such Permitted Third Parties undertake to observe like obligations of confidentiality as are herein contained in respect of such Confidential Information

20. FREEDOM OF INFORMATION ACT

20.1 Definitions:

20.1.1 "FOIA" means the Freedom of Information Act (2000) together with any amendments, regulations and codes of practice made pursuant to the Freedom of Information Act 2000.

- 20.1.2 “Information” means all records and information obtained, collected or held by the Service Provider in relation to or created pursuant to this Contract (including this Contract).
- 20.1.3 “Request for Information” means a request for information as described in Section 8 of FOIA.
- 20.2 The Service Provider understands and acknowledges that the Council is subject to the requirements of the FOIA and agrees to assist and cooperate with the Council to enable it to comply with its Information Disclosure obligations under FOIA. If required the Service Provider shall transfer to the Designated Officer for the Council as soon as practicable and in any event within two (2) working days, any relevant FOIA Requests for Information the Service Provider receives.
- 20.3 Any request for information received by the Service Provider which could include data relating to the contract will be notified to the council.
- 20.4 The Service Provider shall provide the Council with a copy of all Information required to comply with any Request for Information, and such Information shall be provided within 10 days of a request from the Council (or such other period as the Council shall specify) and in such form as the Council may specify.
- 20.5 The Council shall not be liable for any loss, damage, harm or other detriment, however caused, arising from any disclosure made pursuant to the exercise of the Council’s obligations under the terms of the Freedom of Information Act (2000).
- 20.6 The Council may, pursuant to a Request for Information, disclose all information and documentation, in whatever form, as necessary to respond to that Request for Information.
- 20.7 When submitting a tender submission or agreeing the terms of this Contract, the Service Provider may identify in writing, information which it considers commercially sensitive, a trade secret or confidential, in which case the Council may consult with the Service Provider before releasing the information and have due regard to the Service Provider’s comments or objections.
- 20.8 Notwithstanding Condition 20.7, the Council shall be responsible for determining whether Information is exempt from disclosure under FOIA and for determining, in its absolute discretion, the Information to be disclosed in response to a Request for Information. The Service Provider understands and acknowledges that the Council may be obliged under FOIA to disclose Information without consulting or obtaining consent from the Service Provider.

- 20.9 If the Council at the Service Provider's request seeks to rely upon a FOIA exemption, the Service Provider shall indemnify the Council for any costs, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner. The Service Provider shall also indemnify the Council and hold it harmless from and against all liability, costs, claims, actions, losses, damages and expenses whatsoever, arising directly or indirectly as a result of any decision by the Information Commissioner that information which the Service Provider may regard as being confidential shall be disclosed under the FOIA or other appropriate legislation or codes of practice.
- 20.10 The Service Provider shall notify any sub-contractor of the provisions of this clause and any sub contract shall contain like terms as to this Clause entitling the Council to provision of information held by the sub-contractor relating to the sub contract with a full indemnity and without any liability as if the information related to the Service Provider or Contract. The Service Provider shall fully indemnify the Council for any failure to comply with this requirement.
- 20.11 The Council and the Service Provider shall bear their own respective costs in relation to any disclosure under FOIA.
- 20.12 The provisions of this Clause shall take precedence over any clause or condition requiring the Council to hold information in confidence.

21. NOTICES AND AUTHORISED OFFICERS

- 21.1 Any demand, notice, or other communication required to be given in this Contract shall be sufficiently served, if served personally on the addressee, or if sent by pre-paid first class recorded delivery post, electronic mail or facsimile transmission to the Registered Office or last known address of the party to be served therewith, and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the day of posting or on successful transmission or personal delivery, as the case may be.
- 21.2 Both parties must appoint a person to exercise their rights and powers under this Agreement, called the 'Contract Manager'. This will not limit in any way rights or obligations of either Party. The names and contact details of the Contract Managers at the commencement of the Contract are recorded at Appendix One, and may only be changed by the issue of a notice as described at Condition 21.1 above.

22. NO WAIVER

- 22.1 No failure by any party to insist upon strict performance of any condition of this Contract or to exercise any right or remedy upon any breach of provision of the Contract shall constitute a waiver of any condition or

waiver of any subsequent breach or default in the performance of any condition.

23. DEFAULT

- 23.1 If any party is in default of their respective obligations under this Contract the other party shall notify in writing the way in which the party is in default.
- 23.2 Where, despite any action taken according to Condition 23.1, the party is still in default, the other party may give that party notice specifying the default and the action to be taken to rectify it. Any required action is to be taken within seven days where it is material to the welfare of the Service User, or within twenty-eight days for other matters.

24. DECLARATION OF INTERESTS

- 24.1 In order to ensure the highest standards of probity, the Service Provider must inform the Council in writing of any Member or employee of the Council who is or becomes involved in the Service Provider's undertaking **at any time that** this Contract is in operation.

25. FORCE MAJEURE

- 25.1 'Force Majeure' means any circumstance beyond the reasonable control of the party liable to perform. It includes, without prejudice to the generality of the foregoing:
- acts or restraints of governments or public authorities;
 - war, revolution, riot or civil commotion;
 - blockage or embargo; failure of supplies of power, fuel, transport, equipment or other goods or services;
 - damage to the premises or storage facilities by explosion, fire, corrosion, ionising radiation, radioactive contamination, flood, natural disaster, malicious or negligent act of any person other than the party liable to perform or accident;
 - breakdown or failure of equipment unless caused by the negligence or breach of contract by the party liable to perform.
- 25.2 If and to the extent that either party is hindered or prevented by Force Majeure (as defined in condition 25.1) in or from performing any of its obligations under this Contract and promptly so notifies the other party (giving full particulars of the circumstances in question) then the party so affected shall be relieved of liability to the other for failure to perform such obligations. Nevertheless the affected party shall use its reasonable endeavours to resume full performance thereof without avoidable delay, and, pending such resumption, shall permit and shall use its reasonable

endeavours to facilitate any efforts that the other party may make to procure alternative suppliers or services.

- 25.3 Where a Force Majeure event on the part of the Service Provider continues for a period of one month or longer, the Council may terminate this Contract by notice in writing having immediate effect.

26. TRANSFER OF UNDERTAKINGS

26.1 The Service Provider will, upon reasonable notice, at any time in the six months ending with the termination of this Contract howsoever occasioned promptly supply the Council (and in any event within 28 days) such information relating to the terms and conditions and length of service of the employees of the Service Provider as the Council may reasonably request provided that:

- a) The Service Provider shall not be obliged to disclose any such information in breach of any rule of law
- b) The Council shall ensure, so far as it is lawful so to do, that such information is only disclosed insofar as it is strictly necessary to prospective Tenderers to evaluate the viability of any tender they may wish to make
- c) The Council shall procure, so far as it is lawful so to do, that all Tenderers keep such information strictly confidential and do not disclose it or permit it to be disclosed to third parties except for the purpose of evaluation of a tender.

26.2 The Service Provider shall keep the Council informed of all material changes in the information supplied by it pursuant to this paragraph notwithstanding that this Contract has come to an end whether by termination or effluxion of time.

27. BUSINESS CONTINUITY

27.1 The Service Provider shall have robust contingency plans in place, agreed with the Council, to ensure that the Service will be maintained in the event of disruption to the Service Provider's operations, however caused. Such contingency plans shall be available for the Council to inspect at any reasonable time, and shall be subject to regular updating and revision throughout the life of the Agreement.

28. HUMAN RIGHTS

28.1 The Service Provider acknowledges that:

in performing their obligations under this Agreement it may be regarded as a public authority for the purposes of the Human Rights Act 1998; it is unlawful to exercise functions deemed to be of a public nature in a way that is incompatible with those rights contained in the European Convention of Human Rights and incorporated into English law by the Human Rights Act 1998.

- 28.2 In providing the Service throughout the period of this Agreement, the Service Provider shall be subject to the same duties in respect of Human Rights as if they were the Council.
- 28.3 The Service Provider will undertake or refrain from undertaking such actions as the Council may reasonably request to enable the Council and/or the PCT to discharge their duties under the Human Rights Act 1998.

29. RIGHTS OF THIRD PARTIES

- 29.1 No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

Schedule One**Price and Activity**

PHARMACY Code	
PHARMACY Name	
PHARMACY Address	
Smoking Cessation	<p>1st Consultation - £7.00 per client recorded</p> <p>Product value of medicines (NRT) x quantity supplied plus VAT (lower rate)</p> <p>Additional Consultation - £1.00 per recorded service provision</p>
Emergency Hormonal Contraception	<p>Consultation - £10.00 per client recorded</p> <p>Product value of medicines supplied including VAT (lower rate)</p> <p>£5.00 where pregnancy test offered/undertaken</p> <p>£4.00 where an RU Clear Chlamydia self-sampling kit supplied.</p>

Appendix One

Contract Managers

With effect from the commencement date of the Contract, the persons identified as Contract Managers are:

1 For the Council:

Alison Leigh
Public Health
Stockport Town Hall
Edward Street
Stockport
SK1 3XE

Tel: 0161 474 3017

Email: alison.leigh@stockport.gov.uk

2 For the Service Provider:

Name:

Tel:

Mob:

Email: