

**Contract for
Services provided by
xx
to
Sussex Partnership NHS
Foundation Trust**

Dated

(1) Sussex Partnership NHS Foundation Trust (“the Purchaser”)

(2) XX (the “Service Provider”)

Contract relating to the provision of:

The on site measurement of blood pressure, pulse, height and weight of patients registered by the New Forest Specialist Child & Adolescent Mental Health Service who are on psychotropic medications that require physical monitoring in selected Boots Pharmacies.

(1) Sussex Partnership NHS Foundation Trust whose address is Swandean Arundel Road Worthing West Sussex BN13 3EP (“the **Purchaser**”).

(2) XX whose address is **XX** (“the **Service Provider**”).

The PURCHASER wishes the Service Provider to provide the Services and the Service Provider agrees to provide the Services in accordance with and subject to the terms and conditions of this Contract.

Commencement Date	1 st April 2016
End Date	31 st July 2017
Address for Invoices	Sussex Partnership NHS Trust RW8 Payables 4695 Phoenix House Topcliffe Lane Wakefield West Yorks WF3 1WE
Authorised Officer	For the Purchaser: Deputy Director - Contracts, Sussex Partnership NHS Foundation Trust, Swandean, Arundel Road, Worthing, BN13 3EP; Mike.lander@Sussexpartnership.nhs.uk For the Service Provider: Name Address Tel: Email:
Contract Manager	For the Purchaser: Deputy Director - Contracts, Mike.lander@Sussexpartnership.nhs.uk For the Service Provider: Name Address Tel: Email:
Address for the serving of Notices	For the Purchaser: Director of Finance, Sussex Partnership NHS Foundation Trust, Swandean, Arundel Road, Worthing, BN13 3EP For the Service Provider: Address FAO: Tel: Email:

SIGNATURE

Signed for and on behalf of Sussex Partnership NHS Foundation Trust:

Signed.....

Name:

Signed for and on behalf of **XX:**

Signed.....

Name:

Position: Date.....	Position Date.....
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1 INTERPRETATION

1.1 In this Contract unless the context otherwise requires:

- (a) "**2006 Act**" means the National Health Service Act 2006;
- (b) "**Address for Invoices**" has the meaning given on page 1 of this Contract;
- (c) "**Appointment**" means a time reserved for a Patient to attend the Service Provider Premises within Business Hours for the purposes of receiving the Services;
- (d) "**Authorised Officer**" means a person designated as such by the Purchaser from time to time as notified in writing to the Service Provider to act as the representative of the Purchaser for all purposes connected with this Contract (including any authorised representative of such person) and the Authorised Officer at the Commencement Date is the person set out as such on page 1 of this Contract;
- (e) "**Best Practice IPR**" means any IPR developed by the Service Provider (including Improvements) in connection with or as a result of the Services that the Purchaser might reasonably be able to use within its organisation for teaching and training of NHS best practice;
- (f) "**Business Hours**" means current opening hours of the Boots community pharmacy branches. These will be advised annually in advance by the Service Provider.
- (g) "**Commencement Date**" means the date set out as such on page 1 of this Contract;
- (h) "**Contract**" means this contract concluded between the Purchaser and the Service Provider including the Specification and all other documents which are incorporated or referred to herein;
- (i) "**Contract Manager**" means a person designated as such by the Service Provider from time to time as notified in writing to the Purchaser to act as the duly authorised representative of the Service Provider for all purposes connected with the Contract (including any authorised representative of such person) and the Contract Manager at the Commencement Date is the person set out as such on page 1 of this Contract;
- (j) "**Contract Price**" means the price which the Purchaser shall pay to the Service Provider for the provision of the Services in accordance with Clauses 4 and 5 below;
- (k) "**Contract Period**" means the period of this Contract as set out in Clause 2 below;
- (l) "**Convictions**" means other than in relation to any minor road traffic offences, any convictions (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 or any replacement or amendment to that Order;
- (m) "**Criminal Records Bureau**" means the bureau established pursuant to Part V of the Police Act 1997;
- (n) "**End Date**" means the date set out as such on page 1 of this Contract;
- (o) "**Equipment**" means the equipment for the provision of the Services located at the Service Provider Premises which is used by the Service Provider for the provision of the Services on the terms and conditions set out in this Contract;
- (p) "**FOIA**" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
- (q) "**PURCHASER Property**" means:
 - (i) documents, manuals, hardware and software provided for the Service Provider's use by the Purchaser; and
 - (ii) data or documents (including

- copies) produced, maintained or stored on the Purchaser's computer systems or other electronic equipment; and
- (iii) other original and copy materials in the Service Provider's possession, custody or control (including, without limitation, all books, documents, papers, correspondence, specifications, magnetic disks or tapes or other software storage media and keys) belonging to or relating to the business of the Purchaser;
- (r) **"Improvement"** means any improvement, enhancement or modification to the Service Provider IPR which cannot be used independently of the Service Provider IPR or any improvement, enhancement or modification of the Purchaser IPR which cannot be used independently of the Purchaser IPR;
- (s) **"Information"** has the meaning given under section 84 of the Freedom of Information Act 2000;
- (t) **"Intellectual Property"** means patents, trade marks, service marks, trade names, copyright (including rights in computer software and in websites), rights in databases, rights in designs, know how and all and any other intellectual property;
- (u) **"IPR"** means inventions, copyright, patents, database right, trade marks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for all such rights;
- (v) **"Invoice Information"** has the meaning given on page 1 of this Contract;
- (w) **"Month"** means a calendar month;
- (x) **"Patient(s)"** means any individual attending at the Service Provider Premises to undergo a scanning procedure at the request of the Purchaser;
- (y) **"Personal Data"** shall have the meaning given in section 1(1) of the Data Protection Act 1998;
- (z) **"Prior Services"** means the services carried out by a previous Service Provider or the Purchaser which will fall within the definition of Services carried out by the Service Provider under the terms of this Contract;
- (aa) **"Service Provider Premises"** means the premises currently occupied by the Clinical Imaging Sciences Centre of the Service Provider;
- (bb) **"Service Provider IPR"** means any IPR owned or licensed to the Service Provider (other than by the Purchaser) that will be used by the Service Provider in the delivery of the Services including without limitation any IPR listed in the Service Specification for the Contract, and including any Improvements;
- (cc) **"Purchaser IPR"** means any IPR owned or licensed to the Purchaser (other than by the Service Provider) which is relevant and necessary to the performance of the Services including without limitation any IPR listed in the Service Specification for the Contract, and including any Improvements;
- (dd) **"Request for Information"** shall have the meaning set out in FOIA or any apparent request for information under the FOIA;
- (ee) **"Services"** means the services to be provided by the Service Provider as detailed in the Specification;
- (ff) **"Sites"** means the sites set out as such in section 4.2 of the specification of this Contract;
- (gg) **"Specification"** means the specification attached to this Contract at Schedule 1;
- (hh) **"Staff"** means all those persons employed or engaged by the Service Provider to perform this Contract including, without limitation, the Service Provider's staff, employees, servants, officers, agents and sub-Service Providers used in connection with the performance of this Contract and those employees transferred to the Service Provider in accordance with the provisions of Clause 22.1.
- 1.2 The headings in this Contract shall not affect its interpretation.
- 1.3 Except where the context otherwise requires words denoting the singular include the plural and vice versa and words denoting any one gender include all genders and vice versa.
- 1.4 Unless otherwise stated a reference to a Clause or a Schedule is a reference to a Clause of or a Schedule to this Contract.

1.5 References to any statute or statutory provision shall be deemed to include a reference to any amendment or re-enactment thereof or substitution from time to time and any rules orders regulations and delegated legislation made thereunder and shall include a reference also to any past statutory provisions (as from time to time amended or re-enacted) which such statute or statutory provision directly or indirectly has replaced.

1.6 References to a person includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successor and permitted assigns.

2 CONTRACT PERIOD

2.1 This Contract shall commence on the Commencement Date and (subject to any earlier termination in accordance with its terms or operation of law) shall expire on the End Date.

2.2 The Purchaser may at its absolute discretion terminate the Contract on not less than **six Months'** notice to the Service Provider to expire at any time

2.3 The Parties by Contract may extend the Contract Period for a further **one year** on giving the Service Provider not less than **three months** notice prior to the date when the Contract would otherwise expire under Clause 2.1.

3 SERVICES

3.1 The Service Provider agrees to provide the Services to the Purchaser from the Commencement Date and throughout the Contract Period.

3.2 In addition to any other specific obligations imposed by this Contract, the Service Provider shall exercise all reasonable care and skill in providing the Services and shall at all times provide the Services in accordance with this Contract.

3.3 The Service Provider in providing the Services and in connection with this Contract generally, shall comply with all legislation, case law, directions or determinations with which the Purchaser and/or the Service Provider must comply, in each case in force and applicable to the Services and/or this Contract.

3.4 The Service Provider in providing the Services and in connection with this Contract generally, shall comply with all codes of conduct, policies, rules, standards and procedures of the Purchaser notified to the Service Provider in

writing (as may be amended from time to time by the Purchaser and notified to the Service Provider in writing).

3.5 The Service provider acknowledges and agrees that any and all of the Purchaser's Property remains the property of the Purchaser and the Service Provider shall use the Purchaser's Property only for the purposes of performing its obligations under this Contract. The Service Provider shall at any time during the Contract Period if so required by the Purchaser and in the event of the termination of this Contract for whatever reason (whether lawfully or otherwise) immediately surrender to the Purchaser all the Purchaser's Property which is in the possession or under the control of the Service Provider.

4 CONTRACT PRICE

4.1 The Purchaser shall pay to the Service Provider the sums set out in Schedule 3 together with VAT if applicable in consideration of the Service Provider's due and proper performance of its obligations under the Contract.

4.2 The only sums payable by the Purchaser to the Service Provider for the provision of the Services shall be the Contract Price. All other costs, charges, fees and expenses of whatever kind arising out of or in connection with this Contract shall be the responsibility of the Service Provider.

4.3 For the avoidance of doubt, the Contract Price includes payment in full for all Staff, equipment, materials, facilities and resources required by the Service Provider to provide the Services in accordance with this Contract. Any Staff, equipment, materials, facilities or resources needed or used by the Service Provider to provide the Services in accordance with this Contract shall be provided by the Service Provider.

4.4 On each anniversary of the Commencement Date the Contract Price shall be adjusted by the percentage change as notified in the NHS England (or successor organisations) Payment by Results guidance relating to efficiency (colloquially known as "the deflator").

4.4 Wherever under this Contract any sum of money is recoverable from or payable by the Service Provider, such sum may be deducted from any sum or sums then due or which at any time thereafter may become due to the Service Provider under this Contract or under any other contract with the Purchaser.

5 PAYMENT

- 5.1 Within 15 days of the end of each Month, the Provider shall invoice the Purchaser for the Contract Price payable for any Services provided by the Service Provider in that Month. Such invoices shall be sent to the Address for Invoices and must contain the Invoice Information. Failure to do either will entitle the Purchaser to delay payment of the Contract Price until the Invoice Information is provided.
- 5.2 The Contract Price is exclusive of Value Added Tax ("VAT") a sum equal to which shall be payable, if applicable, by the Purchaser in addition to such Contract Price. The Provider shall, if so requested by the Purchaser, furnish such information as may be reasonably required by the Purchaser as to the amount of VAT payable by the Purchaser under this Clause 5.2. Any overpayment of VAT by the Purchaser to the Provider shall be a sum of money recoverable from the Provider under Clause 4.5.
- 5.3 The Purchaser shall pay invoices submitted by the Service Provider in accordance with Clause 5.1 for Services provided in accordance with this Contract within 30 days of receipt by the Purchaser of such invoice. The Purchaser shall pay such invoices by BACS (Bank Automated Clearing System) if it so chooses.
- 5.4 In the event of the Purchaser failing to comply with Clause 5.3, the Service Provider shall be entitled to charge interest on the outstanding amount owed by the Purchaser at a rate of 2% above the base rate of the Bank of England from time to time from the due date for payment to the date of actual payment.
- 5.5 Where there is a dispute in relation to an invoice or any sum included within an invoice, any amount that is not disputed will be paid as per clause 5.3. Clause 5.4 will not apply to any disputed amount.

6 CONFIDENTIALITY

- 6.1 Subject to Clause 6.2, each party shall at all times keep confidential and not disclose to any third party and shall not use for any purpose (except to carry out their respective obligations under this Contract) any information which each party may acquire in relation to the business and affairs of the other party which is: (i) by its very nature confidential; or (ii) which the party to whom it relates has labelled confidential or otherwise notifies to the other party is to be treated as confidential.
- 6.2 The provisions of Clause 6.1 above do not apply to information which:

- (a) is disclosed to the staff, officers, representatives or advisers of a party who need to know such information for the purposes of carrying out their obligations under this Contract; or
- (b) is in or enters the public domain other than by breach of this Contract; or
- (c) is obtained from a third party who is lawfully authorised to disclose such information; or
- (d) which is in the possession of a party prior to its receipt from the other party, as evidenced by written evidence, and is not subject to a duty of confidentiality; or
- (e) is required to be disclosed by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.

6.3 Each party undertakes to take all those steps as may from time to time be necessary to ensure compliance with the provisions of this Clause 6 by its staff, Service Providers and agents.

6.4 If either party receives a request for information relating to this Contract under the Freedom of Information Act 2000 ("**the 2000 Act**") it shall consult with the other party before responding to such request and, in particular, shall have due regard to any claim by the other party that the exemptions relating to commercial confidence and/or confidentiality under the 2000 Act apply to the information sought.

7 DATA PROTECTION

7.1 In respect of this Contract, each party shall comply with the Data Protection Act 1998 ("**the 1998 Act**"). In particular, where a party is acting as the data processor of the other party ("**Data Controller**"), the processing party agrees to comply with the obligations placed on the Data Controller by the seventh data protection principle ("**the Seventh Principle**") set out in the 1998 Act, namely:

- (a) to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the Data Controller by the Seventh Principle;
- (b) only to process personal data (as defined in the 1998 Act) for and on behalf of the Data Controller, in accordance with the instructions of the Data Controller and for purposes of fulfilling the processing party's obligations to the Data Controller and to ensure the Data Controller's compliance with the 1998 Act; and

- (c) to allow the Data Controller to audit the processing party's compliance with the requirements of this Clause 7 on reasonable notice and/or to provide the Data Controller with evidence of its compliance with the obligations set out in this Clause 7.

7.2 The parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes each party providing the other party with reasonable assistance in complying with subject access requests served under section 7 of the 1998 Act and consulting with the other party, as appropriate, prior to the disclosure of any personal data (as defined in the 1998 Act) created in connection with this Contract in relation to such requests.

8 INDEMNITY & LIABILITY

8.1 Subject to Clause 8.3, the Service Provider will be responsible for the safety and well being of Patients whilst they are attending the Service Provider Premises or using the Equipment and accordingly the Service Provider shall indemnify the Purchaser against all liabilities, costs, expenses, damages, and losses (including any interest, penalties and legal and other professional costs and expenses) ("Claim") suffered or incurred by the Purchaser arising out of in connection with any claim made against the Purchaser by a third party arising out of or in connection with the the provision of the Services, to the extent that such claim arises out the the breach, negligent performance, or failure or delay in performance of this Contract by the Service Provider.

8.2 The Purchaser shall hold harmless and keep the Service Provider fully and effectively indemnified against all liabilities, costs, expenses, damages and losses (including any interest, penalties and legal and other professional costs and expenses) ("Claim") suffered or incurred by the Service Provider arising out of or in connection with any claim made against the Service Provider by a third party:-

- (a) for death, personal injury or damage to property arising from the Purchaser's interaction with the Patient;
- (b) arising out of or in connection with Patient safety arising from the Purchaser's interaction with the Patient;
- (c) arising out of any approval issued by an employee or representative of the Purchaser for a Patient to undergo any scanning procedure; and

- (d) in respect of medical treatment provided to a Patient including a failure to provide such treatment.

8.3 The indemnity in Clause 8.2 will not apply to the extent that the Claim arises solely as a result of the Service Provider's negligence or its deliberate breach of this Contract.

8.4 Other than set out in this Contract, in no circumstances shall either Party be liable to the other Party for:

- (a) any loss (whether direct or indirect) of revenue or profits;
- (b) any loss (whether direct or indirect) of anticipated savings;
- (c) any loss (whether direct or indirect) of goodwill or injury to reputation;
- (d) any loss (whether direct or indirect) of business opportunity;
- (e) any loss (whether direct or indirect) of corruption to data; and/or;
- (f) indirect, consequential or special loss or damage;

in each case arising out of or in connection with this Contract including without limitation as a result of breach of contract, negligence or any other tort, under statute or otherwise, and regardless of whether the party knew or had reason to know of the possibility of the loss, injury or damage in question.

8.5 Each party's total liability in contract, tort (including negligence) or breach of statutory duty, misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to twice the total of the Fees which the parties anticipate will be paid in each year of the Contract.

8.6 Nothing in Clauses 8.4 and 8.5 shall operate so as to restrict or exlude the liability of any Party in relation to death or personal injury caused by the negligence of that Party or its servants, agents or employees or to restrict or exlude any other liability of either party which cannot be so restricted or exluded in law.

9 INSURANCE

9.1 The Service Provider shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability and professional indemnity with the cover of at least

ten million pounds (£10,000,000) per annum consolidated.

the other party's ability to perform its obligations under this Contract; or

9.2 If the Purchaser requests, the Service Provider shall produce to the Purchaser such evidence of the insurance policies maintained in accordance with Clause 9.1 as the Purchaser may reasonably request.

(iv) the other party's Terms of Authorisation are amended such that the other party is no longer able to provide (whether temporarily or permanently) any or all of the Services; or

10 TERMINATION

10.1 Either party may at any time terminate this Contract, in whole or in part, immediately upon written notice to the other party if:

(v) the other party applies to Monitor for its dissolution and transfer of its property and liabilities to another body corporate pursuant to section 56 of the 2006 Act.

(a) the other party commits a material breach of this Contract which is not capable of remedy; and/or

10.2 Upon expiry or termination of this Contract, the Service Provider shall:

(b) the other party having committed a material breach of this Contract, shall neglect or otherwise fail to remedy such breach within 30 days of being required in writing to do so, or repeats such breach within 30 days of being required in writing to remedy the original breach; and/or

(a) immediately deliver to the Purchaser all the PURCHASER Property which is in the possession or under the control of the Service Provider; and

(c) the other party ceases to carry on its business or substantially the whole of its business; and/or

(b) irretrievably delete any information relating to the business of the Purchaser stored on any magnetic or optical disk or memory and all matters derived from such sources which is in the Service Provider's possession or under the Service Provider's control outside the premises of the Purchaser.

(d) the other party is or becomes an NHS Foundation Trust and:

(i) an order is made pursuant to section 54 of the 2006 Act to dissolve the other party; or

10.3 Neither expiration nor termination of this Contract shall prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

(ii) the public office established under the Health and Social Care (Community Health and Standards) Act 2003 with responsibility for authorising NHS Foundation Trusts and accountable to Parliament, and continuing under section 31 of the 2006 Act, and any successor body or bodies from time to time, as appropriate ("Monitor") exercises any one or more of the powers in sections 52(3) or 52(4) of the 2006 Act or requires action under section 53 of the 2006 Act in respect of the other party; or

11 DISPUTE RESOLUTION

(iii) Monitor transfers the other party's responsibility for goods, services and/or assets classified as protected or mandatory pursuant to the terms under which the other party is authorised to operate as a Foundation Trust by Monitor ("Terms of Authorisation"), and such transfer materially affects

11.1 If the parties are unable to reach Contract on any issue concerning this Contract within 20 days after one party has notified the other of that issue, they will refer the matter to the Executive Director of Finance and Performance in the case of the Purchaser, and to the Company Secretary in the case of the Service Provider in an attempt to resolve the issue within 20 days after the referral. If the matter has not been resolved within that 20 day period they will attempt to settle the dispute by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. To initiate mediation either party may give notice in writing (a mediation notice) to the other party requesting mediation of the dispute and shall send a copy thereof to CEDR asking CEDR to nominate a mediator. Mediation shall commence within 28 days of the notice being served.

- 11.2 If the parties are unable to resolve any dispute under this clause 12, neither party will commence legal proceedings against the other unless necessary to preserve their rights until 30 days after mediation has failed to resolve dispute.

12 INTELLECTUAL PROPERTY

- 12.1 Nothing in this Contract shall be deemed to assign or otherwise transfer any Intellectual Property owned by the Purchaser to the Service Provider.

- 12.2 Except as set out expressly in this Contract no party shall acquire the IPR of the other party

- 12.3 The Service Provider now grants the Purchaser a fully paid up non-exclusive licence to use Service Provider IPR for the duration of this Contract for the purposes of the exercise of their functions and obtaining the full benefit of the services which shall include the dissemination of best practice within the NHS.

- 12.4 The Purchaser now grants the Service Provider a fully paid up non-exclusive licence to use Purchaser IPR for the duration of this Contract for the sole purpose of providing the Services.

- 12.5 In the event that either party at any time devises, discovers or acquires rights in any Improvement it shall promptly notify the owner of the IPR to which such Improvement relates giving full details of the Improvement and such information and explanations as that party may reasonably require to be able to use such Improvement effectively and shall assign to that party all rights and title in any such Improvement without charge.

- 12.6 The Service Provider shall disclose all documents and information concerning the development of Best Practice IPR to the Purchaser at Reviews and shall grant the Purchaser a fully paid up non-exclusive perpetual licence to use Best practice IPR solely for the purpose of teaching, training and research within their own organisations

- 12.7 For the avoidance of doubt nothing in this Contract shall affect the ownership of all Intellectual Property owned by, or licensed to the Service Provider prior to the commencement of this Contract, and used by the Service Provider in the provision of the Services.

13 REVIEWS

- 13.1 The Service Provider shall attend formal, minuted review meetings (each such meeting being a "Review"), as reasonably required by the Purchaser, to discuss the Purchaser's levels of satisfaction in respect of the Services

provided under the Contract and to agree any necessary action to address areas of dissatisfaction.

- 13.2 Such Reviews shall be attended by duly authorised and sufficiently senior employees of both the Purchaser and the Service Provider together with any other relevant attendees.

14 VARIATION

- 14.1 No variation to this Contract shall be effective unless made in writing and signed on behalf of both parties.

15 ASSIGNMENT AND SUB-CONTRACTING

- 15.1 Subject to Clause 16.3, the Service Provider shall not novate assign sub-contract transfer or otherwise dispose of the whole or any part of this Contract or any rights or obligations under it without the Purchaser's prior written consent.

- 15.2 No sub-contracting by the Service Provider (including, for the avoidance of doubt, sub-contracting with the Purchaser's prior written consent) shall in any way relieve the Service Provider of any of his obligations under this Contract. The Service Provider shall be responsible for the acts and omissions of its sub-Service Providers as though they are its own.

- 15.3 For the avoidance of doubt, either party may transfer this Contract to another NHS body (as defined in section 28(b) of the 2006 Act) in connection with any reorganisation of the National Health Service.

16 PREVENTION OF CORRUPTION

- 16.1 The Service Provider shall not do anything which would constitute a criminal offence under the Prevention of Corruption Acts 1889 to 1916 and shall not defraud, attempt to defraud or conspire to defraud, or offer or give, or agree to give, to any employee, agent, servant or representative of the Purchaser or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Purchaser, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract.

- 16.2 The Service Provider shall not enter into this Contract if in connection with it commission has been paid or is agreed to be paid to any staff or representative of the Purchaser by the Service Provider or on the Service Provider's behalf, unless before this Contract is made particulars of any such commission and the terms and

conditions of any Contract for the payment thereof have been disclosed in writing to the Purchaser.

16.3 Where the Service Provider or the Service Provider's Staff or anyone acting on the Service Provider's behalf (whether with or without the knowledge of the Service Provider), engages in conduct prohibited by Clauses 16.1 or 16.2 in relation to this Contract or any other contract with the Purchaser, the Purchaser has the right to:

- (a) terminate this Contract immediately on written notice and recover from the Service Provider the amount of any loss suffered by the Purchaser resulting from the termination; and/or
- (b) recover in full from the Service Provider any other loss sustained by the Purchaser in consequence of any breach of this Clause 16.

17 DISCRIMINATION AND HUMAN RIGHTS

17.1 The Service Provider shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Race Relations Act 1976 (as amended), the Sex Discrimination Act 1975 (as amended), the Disability Discrimination Act 1995 (as amended), the Equality Act 2006, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Sex Discrimination) Regulations 2005, the Employment Equality (Age) Regulations 2006, or any other relevant or future legislation relating to discrimination in the employment of employees for the purpose of providing the Services.

17.2 The Service Provider shall take all reasonable steps to comply with any of its duties, and will ensure that it provides sufficient information to the Purchaser to enable the Purchaser to comply with any of its duties, under the Sex Discrimination Act 1975 (as amended by the Equality Act 2006), the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000) and the Disability Discrimination Act 2005 or any other relevant legislation or future legislation which supersedes this legislation and imposes any other duties on public bodies relating to equality in the employment of employees for the purpose of providing the Services.

17.3 In the course of performing its obligations under this Contract the Service Provider shall comply

with its obligations under the Human Rights Act 1998.

17.4 The Service Provider shall take all reasonable steps to secure the observance of the provisions contained in Clauses 17.1 to 19.3 by all Staff.

18 AUDIT

18.1 For the purpose of:

- (a) the examination and certification of the Purchaser's accounts; or
- (b) any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Purchaser has used its resources

the Service Provider agrees that the Comptroller and Auditor General and the Purchaser or its auditors may examine such documents as may reasonably be required which are owned, held or otherwise within the control of the Service Provider and may require the Service Provider to produce such oral or written explanation as is considered necessary.

18.2 The Service Provider agrees that it will fully cooperate with any counter fraud policy or investigation, whether carried out by the Counter Fraud and Security Management Service, or any equivalent body, successor or function, at any time.

18.3 For the avoidance of doubt it is hereby declared that the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 or any re-enactment thereof in relation to the Service Provider is not a function exercisable under this Contract.

19 RELATIONSHIP BETWEEN THE PARTIES

19.1 The Purchaser and the Service Provider acknowledge that nothing in this Contract shall render the Service Provider an employee, agent or officer of the Purchaser, and the Service Provider shall not hold itself out as such. The Purchaser shall not be vicariously liable for any of the acts or omissions of the Service Provider. Nothing contained in this Contract shall constitute a partnership or joint venture between the Purchaser and the Service Provider.

19.2 During the Contract Period the Service Provider will not without the prior written consent of the Purchaser hold itself out as in any way authorised to bind the Purchaser. In particular the Service Provider shall not pledge the credit of the Purchaser or sign any documents, enter into any Contract nor make any promises on

behalf of the Purchaser unless expressly authorised in writing by the Purchaser.

20 THE TRANSFER REGULATIONS

20.1 TUPE will not apply to this Contract or any Services provided under it.

21 STAFF

21.1 The Service Provider shall at all times ensure that:

- (a) a sufficient number of Staff are employed or engaged to provide the Services in accordance with the terms and subject to the conditions of this Contract (including, without limitation during any period of absence due to holiday entitlement, sickness, maternity leave, contractual or statutory leave entitlement or otherwise). The service will be available during normal operating hours of the Sites from which the Services are provided;
- (b) all Staff have all necessary permits and/or entitlements to work in England and may do so legally at all times when they are employed or engaged in providing the Services; and
- (c) all potential Staff whom it intends to employ or engage in the provision of the Services:
 - (i) are medically fit for their proposed tasks (provided that the Service Provider is not required to comply with any obligation which would result in a contravention of the Disability Discrimination Act 1995);
 - (ii) have been checked to confirm their identity;
 - (iii) have been reference checked;
 - (iv) have the appropriate professional registration.
 - (v) Are covered, at their own, or at the Service Provider's cost, by suitable levels of insurance to able them to cover out their duties, including but not limited to public liability insurance, clinical indemnity insurance

21.2 The Service Provider shall ensure that all Staff shall be at all times properly and sufficiently trained to carry out the Services in accordance with the terms and subject to the conditions of the Contract.

21.3 The Service Provider shall maintain true, accurate, up-to-date records in respect of all documents which relate to the Staff including copies of all contracts, handbooks, policies and Contracts and arrangements with any union in respect of the Staff.

21.4 The Authorised Officer may, to the extent necessary to preserve the standards and reputation of the Purchaser, instruct the Service Provider to remove from the provision of the Services any Staff and any such instruction shall not give rise to any liability whatsoever on the part of the Purchaser to the Service Provider or any other party and shall not affect in any way the obligations of the Service Provider to carry out the Services in accordance with the terms and subject to the conditions of this Contract.

21.5 The Service Provider shall ensure that:

- (a) all Staff who may reasonably be expected in the course of their employment or engagement to have access to children, other vulnerable persons or persons receiving clinical and/or medical services ("Relevant Staff") shall:
 - (i) be questioned as to whether they have any Convictions; and
 - (ii) be the subject of a check of the most extensive kind available with the Disclosure and Barring Service (DBS), the Independent Safeguarding Authority and any other regulatory checks under the Department of Health, including checks under the Prevention of Vulnerable Adults scheme, ("Checks")

prior to the Relevant Staff carrying out any duties in connection with the Services; and

- (b) no Relevant Staff who disclose any Convictions or who at any time are found to have any Convictions (following the results of the Checks or otherwise) will carry out any duties in connection with the Services without the Purchaser's prior written consent; and
- (c) the Purchaser is kept advised at all times of any Relevant Staff who, subsequent to their commencement of duties in connection with the Services, receive any Convictions or whose previous Convictions become known to the Service Provider; and
- (d) the Service Provider shall be responsible for carrying out the Checks at its own

expense and shall carry out such Checks in respect of the Staff every three years.

22 CONTRACT MANAGER

- 22.1 The Service Provider shall nominate an employee or officer from time to time to be the Contract Manager who shall be a suitably qualified and senior member of the Service Provider's staff (such nomination to be notified to the Authorised Officer in writing without delay and shall be subject to the approval of the Authorised Officer). The Contract Manager, once approved by the PURCHASER, shall be empowered to act on behalf of the Service Provider under this Contract.
- 22.2 Until written notice of any appointment of a Contract Manager is given to the Purchaser, the Purchaser shall be entitled to treat as the Contract Manager the person last notified to the Purchaser as being the Contract Manager.
- 22.3 Any notice, information or communication given or made by or to the Contract Manager, or an authorised representative of the Contract Manager, shall be deemed to have been given or made by or to the Service Provider.

23 AUTHORISED OFFICER

- 23.1 The Purchaser shall nominate an employee or officer from time to time to be the Authorised Officer (such nomination to be notified to Service Provider in writing without delay) and the Authorised Officer will be empowered to act on behalf of the Purchaser under this Contract.
- 23.2 Any notice, information or communication given or made by or to the Authorised Officer or nominated deputy shall be deemed to have been given or made by or to the Purchaser.

24 FURTHER PROVISIONS

- 24.1 If any provision of this Contract is or becomes unenforceable illegal void or invalid that shall not affect the legality and validity of the other provisions.
- 24.2 The failure of either party to seek redress for breaches or insist on strict performance of any provision of this Contract or the failure of either party to exercise any right or remedy to which it is entitled under this Contract shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Contract.
- 24.3 No waiver of any provision of this Contract shall be effective unless it is agreed by both parties in writing and no waiver of any default shall constitute a waiver of any subsequent default.

24.4 The Service Provider must not advertise or publicly announce that it is supplying any services to the Purchaser or use the name or logo of the Purchaser without prior written consent of the Purchaser.

24.5 Any notice or other document to be served on a party under the provisions of or in connection with this Contract shall be sufficiently served if it is left or delivered at or sent by registered post or through the recorded delivery system addressed to the address referred to above or such other address as may from time to time be notified to the other party. Any notice or document of the kind referred to in this Clause 24.5 if sent by registered post or through the recorded delivery system or a reputable courier shall be deemed to have been sufficiently served 48 hours after the time of posting (unless returned by the Post Office or courier undelivered).

24.6 This Contract and the documents referred to herein embody the entire understanding of the parties relating to all matters dealt with by any other provisions of this Contract at the date hereof. This Contract shall prevail over any inconsistent terms and conditions relating to the subject matter of this Contract and any other Contract between the parties or referred to in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.

24.7 For the avoidance of doubt, no third party shall have any rights in respect of this Contract by virtue of the Contracts (Rights of Third Parties) Act 1999 and the parties shall not require the consent of any person to any variation of or amendment to this Contract.

24.8 This Contract shall be governed by and construed according to English law. Subject to clause 11, the English courts will have exclusive jurisdiction to deal with any dispute that has arisen or may arise out of, or in connection with, this Contract or its subject matter, except that either party may bring proceedings for an injunction (or any equivalent relief) in any jurisdiction.

SCHEDULE 1 – Service Specification



Service Specification for provision of the physical monitoring of patients under 18 on ADHD medication under the care of the New Forest Specialist Children and Adolescent Mental Health Service (NFSCAMHS)

Service	The on site measurement of blood pressure, pulse, height and weight of patients registered with the New Forest Specialist CAMHS (NF SCAMHS) team who are attending the ADHD clinic and are on psychotropic medications that require physical monitoring in selected Boots pharmacies
Commissioner Lead	Dr Subha Muthalagu
Provider Lead	XX
Period	1 st April 2016 to 31 st July 2017

1. Purpose

1.1 Aims

Children and young people on psychotropic medications attending the ADHD clinic to get their physical health monitoring (height, weight, blood pressure and pulse) undertaken at a convenient community pharmacy instead of at the SCAMHS clinic in Ashurst

1.2 Objectives:

- To ensure timely physical monitoring for children and young people on psychotropic medications by utilizing trained community pharmacy staff to carry out such work.
- Reduce DNAs and late cancelled appointments.
- Free up the SCAMHS resources to improve the care they are able to offer.

1.3 Expected Outcomes:

- Children miss school less and parents take time off work less.
- The number of patients whose medication is stopped due to failure to attend physical health monitoring checks is minimized.
- The number of late clinic cancellations and DNAs is reduced.
- SCAMHS is better able to target the services they provide as the ADHD service is no longer driven by the need to do physical health monitoring.
- Minimal clinic visits for some young people and greater support for those with complex needs.
- Reduction in the waiting list.
- More group therapy sessions
- To get better engagement between community pharmacies and SCAMHS

2. Scope

2.1 Service Description

The 'Provider' will have patients referred to them via the PharmOutcomes web-based system, designed to provide two way interactions between community pharmacies and other healthcare organizations. The communication is secure and nationally utilized.

Baseline physical health data will be input by SCAMHS and the patient/family will have chosen the community pharmacy owned by the company from a range of pharmacies providing the service across the catchment area served by the NF SCAMHS. The SCAMHS will indicate the date the next measurements are roughly due and in most cases a contact telephone number of the patient/family will be provided following their consent (if not the patient/family will take responsibility for visiting the pharmacies to get an appointment to have the measurements done.

If the patient is accepted by the pharmacy they will contact the patient/family (or wait for them to make contact) and provide an appointment at a mutually convenient time for the measurements to be taken.

The measurements will be done in a suitable private environment using calibrated equipment by staff trained by SCAMHS who have also had DBS checks. The PharmOutcomes system provides guidance on what to do if measurements are outside the normal range after being entered.

Clinical responsibility for any action required as a result of the physical measurements and monitoring of the patient's progress will lie solely with the SCAMHS staff to follow-up.

3. Service Delivery

3.1 Service Model

Information provided by CAMHS to community pharmacy in relation to physical monitoring of children and young people on psychotropic medications includes: Patient details; contact number / email; date next monitoring due; Copy of signed family agreement



Pharmacy receives fax/email from CAMHS re Patient – contacts CAMHS to confirm agreement to do physical monitoring - Pharmacy contacts family for appointment or family contacts the pharmacy (family to decide)



Patient attends appointment – pharmacy staff measure (Ht, Wt, BP, Pulse) and record on PharmOutcomes database – results received by CAMHS & GP; If readings abnormal – pharmacy staff to measure again and discuss with CAMHS if still abnormal



Patient's progress and need for on-going medication prescription monitored by CAMHS and recommendations for repeat prescriptions made and communicated by CAMHS in a timely way.

4. Referral, Access and Acceptance Criteria

4.1 Geographic coverage/boundaries

Only patients referred to and managed by the New Forest SCAMHS will be included in the project and their details will be provided to the selected community pharmacies for their agreement to provide the physical monitoring service.

4.2 Location(s) of Service Delivery

-

Days/Hours of operation

Current opening hours of **XX**

4.3 Referral criteria & sources

- Patients who are on psychotropic medications attending the ADHD clinic requiring physical health monitoring who choose (or their family choose) to use a branch of Boots on list of approved service providers.

6. Patient and Carer Information

Production of relevant publicity and information leaflets will be undertaken by the Commissioner

7. Quality and Performance Indicators

	Method of Measurement	Target
Patient/family acceptability	Patient satisfaction questionnaires	All participating patients and their carers
Timeliness of appointments in relation to anticipated date of monitoring	Date of receipt of measurements by the SCAMHS	Within 2 weeks of anticipated date of monitoring (early or late) unless engagement with the patient/family problems have been communicated to SCAMHS
Staff undertaking the measurements have been trained and DBS checked	Staff records	All staff directly involved in taking the measurements

SCHEDULE 2 – Information Requirements

Monthly dataset to consist of the following fields/data items;

Not applicable as the PharmOutcomes will provide the information in real time when monitoring is due

Summary spreadsheet;

PharmOutcomes will provide the summary information

SCHEDULE 3 – Schedule of costs

The following prices will apply:

A payment of £18 per patient episode for each set of BP, height, weight and pulse measured and recorded on the PharmOutcomes system (this includes a possible second measurement of pulse or BP if the first measurements is abnormal).

Prices are exclusive of VAT. The service provision fee is VAT exempt as it is provided and overseen by a pharmacist

The above prices will be reviewed annually on each anniversary of the Commencement Date