

CONTRACT

For the provision of

**PHARMACY WITNESSED METHADONE
AND BUPRENORPHINE SCHEME**

Between

(1) EAST LONDON NHS FOUNDATION TRUST

AND

(2) []

THIS AGREEMENT is made the day of

BETWEEN:

- (1) **EAST LONDON NHS FOUNDATION TRUST** whose principal office is 9 Alie Street, London E1 8DE ("**ELFT**" or "**the Trust**"); and
- (2) **PROVIDER**, whose principal office is

RECITALS

- A.** The Trust has entered into an NHS Standard Contract with its Commissioners for the provision of health care services to Service Users.
- B.** The Trust wishes to contract from the Provider, and the Provider wishes to deliver, the Services.

NOW IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 This Agreement shall be interpreted in accordance with Schedule 1 (Definitions and Interpretation), unless the context otherwise requires. The first letter of Terms and abbreviations defined in Schedule 1 or elsewhere in this Agreement has an upper case letter when used in this Agreement.

2 PROVISION OF SERVICES

- 2.1 The Provider has agreed to provide the Services during the Contract Period in accordance with --
- with reasonable skill and care and in accordance with best industry standards;
 - the terms of this Agreement;
 - the Service Specification(s) for the Services set out in Schedule 3;
 - the Quality Requirements set out in Schedule 4;
 - the Key Performance Indicators set out in Schedule 5;
 - the Contract Management, Reporting and Information Requirements set out in Schedule 6;
 - the Law.

- 2.2 The Services shall comprise the activities specified in Schedule 3. The Provider shall undertake the Services as agreed with the Trust Representatives.
- 2.3 The Provider agrees to be bound by, and undertakes to the Trust to comply with, all the terms of the Standard Contract (to the extent they apply to the Services), to enable the Trust to fulfill its obligations to its commissioners under the Standard Contract.
- 2.4 In the event of any conflict arising between the terms of this Agreement and those of the Standard Contract, the terms of the Standard Contract shall prevail.

3 REGULATORY AND QUALITY IMPROVEMENTS

- 3.1 The Provider shall carry out the Services in accordance with the Law, Good Clinical Practice and Good Health, and shall, unless otherwise agreed (subject to the Law) comply, where applicable, with the registration, regulatory compliance and requirements of the CQC (or Other Regulatory Body).
- 3.2 The Provider shall comply with reasonable recommendations issued from time to time by the Trust, any relevant professional body or by any body that has the authority to issue standards or recommendations with which the Parties must comply.

4 UNMET NEEDS

- 4.1 Where the Provider believes that a Service User or a group of Service Users may have an unmet health or social care need, then the Provider shall notify the Trust as soon as possible.

5 DURATION OF AGREEMENT

- 5.1 The effective period of this Agreement shall initially be for the Services Period. Any amendment to these dates shall require the prior written consent of the Provider and the Trust, and shall be construed as a formal amendment to this Agreement.

6 EQUIPMENT AND PREMISE

- 6.1 The Provider will (at its own cost) provide all Equipment necessary to provide the Services in accordance with this Agreement.

- 6.2 The Provider will ensure that the Equipment and the Premises (if applicable) are used in accordance with good practice.
- 6.3 The Provider must ensure that all Staff using Equipment have received appropriate and adequate training and have been assessed as competent in the use of that Equipment.
- 6.4 The Provider will at all times comply with all Law, regulation or requirement applicable to it (including all reasonable written requests made by any relevant Regulatory or Supervisory Body, the National Audit Office, the Audit Commission or its appointed auditors) and with the quality standards in relation to the Equipment and/or the Premises and will ensure that the Equipment and/or the Premises:
- 6.4.1 are suitable for the performance of the Services; and
- 6.4.2 are sufficient to enable the Services to be provided in accordance with this Agreement.
- 6.5 Subject to Law, The Trust or any body or person (approved by The Trust) concerned with the treatment or care of a Service User approved by the Trust may enter the Premises without notice for the purposes of auditing, viewing, observing or inspecting those Premises and/or the provision of the Services, and for information relating to the provision of the Services. During those visits, subject to Law and good practice (also taking into consideration the nature of the Services and the effect of the visit on Services Users), the Provider must not restrict access and will give all reasonable assistance and provide all reasonable facilities.

7 PAYMENT

- 7.1 The Trust shall pay the Provider the Payments for the Services, subject to the Provider performing its obligations under this Agreement satisfactorily and within the time-scales set by the Trust.
- 7.2 The Payments (which, where applicable, shall include all taxes and employers' contributions), shall be payable in quarterly instalments in arrears against submission of invoices from the Provider.
- 7.3 Invoices shall be sent to the following address, marked for the attention of the Trust Representative whose details are in Schedule 1 of this Agreement, with the definition

for Trust Representative.

XXDSPRINGER

East London NHS Foundation Trust

RWK Payables 6765

Phoenix House, Topcliffe Lane

Wakefield, West Yorkshire

WF3 1WE

- 7.4 Invoices must also include any other relevant details such as purchase order number, cost centre, Trust contact name and department, as notified to the Provider by the Trust.
- 7.5 On expiry or termination of the Services and settlement of the final invoice by the Trust, the Provider shall submit to the Trust, if the Trust so requests, a final statement of the expenditure which it has claimed under this Agreement authenticated by its Finance Officer, Finance Director or other appropriate manager.
- 7.6 The Provider undertakes to maintain good and accurate records of all expenditure claimed under this Agreement for inspection on request and without notice by the Trust Representatives.

8 COLLABORATION

- 8.1 The Provider shall co-operate with the Trust. (including by attending meetings when requested to do so by the Trust Representatives when given reasonable notice)
- 8.2 For the Services Period the Provider shall appoint the Provider Representatives and shall promptly notify any change in the identity of the Provider Representatives to the Trust Representatives in writing. The Provider Representatives shall be the key point of contact at the Provider for the Trust to whom it may refer all queries and day to day communications regarding the operation of this agreement in the first instance.
- 8.3 For the Services Period the Trust shall appoint the Trust Representatives and shall promptly notify any change in the identity of the Trust Representatives to the Provider's Representatives in writing. The Trust Representatives shall be the key point of contact at the Trust for the Provider to whom it may refer all queries and day to day

communications regarding the operation of this agreement in the first instance.

9 QUALITY AND PERFORMANCE MONITORING

9.1 The Provider shall provide the Services in accordance with:

9.1.1 the quality standards it has adopted for relevant services it delivers to the Trust and other the Providers purchasing its services; the Provider shall give a copy of its quality standards to the Trust Representatives as and when requested by the Trust Representatives;

9.1.2 KPI's

9.1.3 the terms of this Agreement and the Standard Contract;

9.1.4 Good Trust and any Quality Standards; and

9.1.5 all Law and NHS Requirements applicable to this Agreement and the provision of the Services.

9.2 The Provider shall be responsible for monitoring its Services performance and shall supply on a monthly basis to the Trust Representatives the relevant particulars of any aspects of its performance as specified in Schedule 6.

9.3 The Trust and the Provider shall meet at such intervals as directed by the Trust and to including but not limited to reporting on and discussing the performance of the Provider, agreeing remedial action and improvement plans as and when necessary.

10 NOT USED

11 ESSENTIAL SERVICES CONTINUITY

11.1 The Provider shall at all times during the term of this Agreement maintain its ability to provide the Services.

11.2 The Provider shall have and shall at all times maintain an up-to-date plan shared with the Trust to ensure the continual availability to the Trust of the Services in the event of any interruption or suspension of the Provider's ability to provide them. The Provider shall, in consultation with the Trust, implement that plan as required in any such event.

12 CO-OPERATION

- 12.1 The Provider and the Trust shall co-operate in accordance with the Law, Good Clinical Practice and Good Health and/or Social Care Practice to ensure the performance of the Services in accordance with this Agreement, having regard at all times for the welfare of Service Users.
- 12.2 The Provider shall co-operate fully and liaise appropriately with:
- 12.2.1 the Trust;
 - 12.2.2 any third party provider from whose care a Service User may be transferred to the Provider;
 - 12.2.3 any third party provider to whose care the Provider may transfer or discharge the Service User;
 - 12.2.4 any third party provider which may be providing care to the Service User at the same time as the Provider's provision of the Services; and
 - 12.2.5 primary and social care services.
- 12.3 The Provider shall ensure that the provision by it of any activity to any third parties shall not hinder or in any way adversely affect its delivery of the Services to the Trust or its performance of the Agreement generally.

13 EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION

- 13.1 The Parties shall not, except where permitted by the Law, discriminate between or against Service Users, Carers or Legal Guardians on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation or other non-medical characteristics.
- 13.2 The Provider, where necessary, shall provide appropriate assistance and make reasonable adjustments for Service Users who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments).
- 13.3 The Provider shall have due regard in its performance of the Agreement to the

obligations contemplated by section 149 of the Equality Act 2010 and/or other more recent associated Law.

14 STAFF

- 14.1 The Provider shall have sufficient appropriate qualified and experienced clinical and non-clinical Staff to ensure the Services are provided in all respects and at all times in accordance with this Agreement. If requested by the Trust, the Provider shall, as soon as practicable and by no later than 14 Operational Days of receipt of such written request, provide the Trust with evidence of the Provider's compliance with the relevant clauses and schedules in the Standard Contract.
- 14.2 The Provider shall ensure Staff have the applicable registrations and appropriate qualifications, experience, skills and competencies to perform the duties required of them and that they are appropriately supervised managerially and professionally and where they apply to the Services.

15 TUPE

- 15.1 The Parties agree that the provisions of TUPE will not operate to transfer the employment of any Trust employees or any other party to the Provider on the Commencement Date.
- 15.2 The Provider acknowledges that if at any time before or after the termination or expiry of this Agreement or upon the early termination or amendment to this Agreement, TUPE does apply, the Provider warrants that it shall comply with the Cabinet Office Statement and its obligations under the Pensions Legislation and TUPE including, without limitation, its obligations under Regulations 13 of TUPE and shall indemnify the Trust and keep the Trust indemnified against all Losses including, without limitation, any reasonable legal costs and any awards of compensation arising from the Provider's defective performance of its obligations under the Cabinet Office Statement and / or the Pensions Legislation and TUPE.
- 15.3 In the event of expiry or termination in whole or in part of the Agreement, the Trust and the Provider shall co-operate fully to ensure an orderly handover in relation to all aspects of the Services to any new provider of services equivalent to the Services or any part of them and shall at all times act in such a manner as to not adversely affect

the delivery of the Services or the obligations of the Parties under this Agreement.

- 15.4 If requested to do so by the Trust, the Provider shall co-operate fully during the discussions and any transfer of the Services or any part thereof to any new provider of services equivalent to the Services or any part of them and this co-operation shall extend to allowing for access to, and providing copies of, all documents, reports, summaries and other information, including any information in electronic form, which is necessary in order to achieve an effective transition to a new contractor without disruption to routine operational requirements. The transfer shall be arranged to reduce to a minimum any interruption of the provision of the Services by the Provider.
- 15.5 The Provider shall allow access to any sites or premises where the Provider performs the Services, in the presence of a representative of the Trust, to any person representing any prospective or new contractor nominated by the Trust and, for the purpose of such access, the Trust shall give the Provider at least seven days' notice of a proposed visit together with a list showing the names of all the persons who shall be attending the visit to the sites or premises where the Provider performs the Services.
- 15.6 Notwithstanding the obligations of the Contractor in Clause 29 of this Agreement, at any time before or after the end of the Services Period, or upon early termination or amendment to this Agreement in accordance with the terms hereof, the Provider shall within 21 days of a written request provide to the Trust all the information which the Trust reasonably considers necessary to enable it to issue tender documents for any services during any retender exercise, which shall include (without limitation) the following full, accurate and up to date information in relation to the employees whose contracts would or may transfer to a new provider of services equivalent to the Services or any part of them under TUPE and the Provider shall provide a warranty as to the accuracy of all such information provided:
- 15.6.1 their ages, dates of commencement of employment or engagement and gender;
 - 15.6.2 details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
 - 15.6.3 the identity of their employer or relevant contracting party;

- 15.6.4 their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
 - 15.6.5 the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
 - 15.6.6 details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
 - 15.6.7 any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
 - 15.6.8 details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
 - 15.6.9 copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).
- 15.7 The information referred to in Clauses 15.4 and 15.6 shall be provided in such form as shall be requested by the Trust in writing and the Provider shall pass all such information to prospective bidders (in confidence) during any re-tendering exercise.
- 15.8 Where notice is given to terminate this Agreement or after the Provider shall have otherwise become aware of the proposed termination of the Agreement or the provision by it of the Services, the Provider shall not without the consent of the Trust (not to be unreasonably withheld) --
- 15.8.1 terminate the employment of any of the Staff without notifying the Trust of the termination and the reason therefore;
 - 15.8.2 materially change any terms and conditions of employment of any of the Staff whether with the Staff's consent or otherwise save for an annual pay increase or change to the terms and conditions required as part of any collective consultation agreement that covers the Staff; or

15.8.3 relocate or assign any material new duties or assign to any other part of the Provider's business any of the Staff.

15.9 The Provider shall indemnify the Trust and keep the Trust indemnified in full in respect of all claims, costs, damages, expenses, payments and liabilities whatsoever arising out of or in respect of or in connection with

15.9.1 any employee whose contract of employment transfers to the Trust on the expiry or earlier termination or amendment to this Agreement;

15.9.2 any act or omission of any employee whose contract of employment transfers as aforesaid; and

15.9.3 any of the Provider's obligations under TUPE arising in connection with such expiry, termination or amendment.

to the extent that the cause of any applicable claims, proceedings or actions arise on or before the date of transfer of such contracts of employment to the Trust.

15.10 The indemnities set out in Clauses 15.2 and 15.9 shall continue to apply after the expiry or termination of the Agreement without any limitation in time and, in particular but without limitation, shall continue to apply in respect of any employee or worker of the Provider whose contract of employment transfers to the Trust on the expiry or termination of the Agreement.

16 SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

16.1 The Provider shall adopt Safeguarding Policies and such policies shall comply with multi agency policies as requested by the Trust and as amended from time to time.

16.2 At the request of the Trust and by no later than 5 Operational Days following the receipt of such request, the Provider shall provide evidence to the Trust that it is addressing any safeguarding concerns raised by the Trust and work with the Trust to address any concerns.

17 CONSENT POLICY

17.1 The Provider shall operate a consent policy for Service Users to comply with Good

Clinical Practice, Good Health and/or Social Care Practice and the Law.

18 COMPLAINTS

- 18.1 The Provider shall operate and publicise the Trust's complaints procedure and shall contact the Trust as soon as possible (and in any event within 48 hours) of any complaint being made to the Provider in relation to the Services.

19 DEATH OF A SERVICE USER

- 19.1 The Provider shall work with the Trust to maintain and operate a policy that complies with Good Clinical Practice, Good Health and/or Social Care Practice and the Law, which details the procedures that it shall follow in the event of the death of a Service User whilst in the Provider's care.

20 PROCEDURES AND PROTOCOLS

- 20.1 If requested by one Party, the other Party shall within 5 Operational Days of receipt of the request make available copies of any guide or other written procedure or policy implemented by that other Party, providing that these are relevant to this Agreement and the Services.

21 NHS COUNTER FRAUD AND SECURITY MANAGEMENT

- 21.1 Prior to the Commencement Date, the Provider shall ensure it has appropriate Counter Fraud and Security Management Arrangements in place.
- 21.2 The Provider shall on request by the Trust permit the Trust (or any fraud or security specialist working with the Trust) to review the Counter Fraud and Security Management Arrangements and to suggest modifications.
- 21.3 The Provider shall, promptly upon becoming aware of any --
- suspected fraud or corruption involving a Service User or public funds and/or
 - security incident or security breach,
- report such matter to the Trust.
- 21.4 Upon the request of the Trust, the Provider shall ensure NHS Protect is given access

as soon as it is reasonably practicable, and no later than 3 Operational Days from the date of the request.

22 INFORMATION REQUIREMENTS

22.1 The Provider shall provide within 4 Operational Days any information related to the Services and their delivery requested by the Trust.

22.2 The Provider shall ensure that any information provided to the Trust in relation to this Agreement is accurate and complete.

22.3 The Provider shall where and to the extent applicable to the Services –

22.3.1 comply with all relevant published NHS information and data standards and recommendations; and

22.3.2 implement any other datasets and information requirements agreed from time to time between it and the Trust.

23 SERVICE STANDARDS

23.1 The Provider shall avoid breaching the Trust's Nationally Specified Events Thresholds and will work with the Trust to ensure that the Trust's Never Events as set out in the Standard Contract do not occur in so far as they apply to the Services.

23.2 A failure by the Provider to comply with Clause 23.1 shall be excused if it is directly attributable to or caused by an act or omission of the Trust.

23.3 It will be a material breach by the Provider if the Provider does not co-operate fully with the Trust and the Trust's Commissioners in relation to any referral or re-referral of a Service User.

23.4 Failure by the Provider to ensure it meets all service standards specified under the Law, this Agreement, and/or in any other form of commitment undertaken by the Provider, shall be a material breach of this Agreement by the Provider.

24 CONFIDENTIAL INFORMATION

24.1 In the event of either Party ("**the Disclosing Party**") making available to the other ("**the**

Receiving Party") confidential information including commercially sensitive information, information relating to either Party's employee's and Service Users, as well as relating to its business, technical or other activities in relation to the operation of this Agreement or the Services, the Receiving Party shall maintain the confidentiality of such information, and shall not disclose it to other employees, agents or representatives, except by mutual agreement with the Other Party and on a clear need to know basis, or as and when necessary for compliance with the Law.

24.2 If either Party uses the services of Providers, agents or representatives to undertake part of the Services, that Party shall promptly and diligently ensure that such Providers, agents or representatives sign a written undertaking agreeing to abide by the same conditions of confidentiality as are set out in this Agreement.

24.3 The obligations in clause 24.1 shall not apply to data or information which the Receiving Party can clearly demonstrate --

- was known to the Receiving Party prior to disclosure unless bound by confidentiality in another agreement;
- was in or entered the public domain through no fault of the Receiving Party;
- became available to the Receiving Party through an unconnected third party with the lawful right to make such a disclosure;
- it has independently developed or conceived; or
- is required to be disclosed by law.

25 OWNERSHIP OF INTELLECTUAL PROPERTY

25.1 Nothing in this Agreement shall affect the ownership of intellectual property rights existing prior to this Agreement or generated outside the Services which one Party agrees to make available to the other in the course of the Services ("**Background**"). If one Party makes any of its Background available to the other Party in the course of the Services, the Party receiving such Background shall treat it as confidential information disclosed under clause 24.1 above, and shall not disclose it to a third party nor use it for any purposes other than that for which it was made available to that Party. Each Party agrees to make any Background which is relevant to the Services available to the

other solely for the purposes of undertaking the Services.

- 25.2 The results of, and any intellectual property created, generated or developed from, the Services ("**the Results**") shall be the owned by the Trust. For the avoidance of doubt, the ownership of the Results as described in this clause 25.2 shall apply whether the Results have been made by either or both Parties. The provisions of this clause 25.2 shall be subject to the provisions of the Standard Contract.

26 DATA PROTECTION & FREEDOM OF INFORMATION

- 26.1 The Parties acknowledge their respective duties under the DPA and the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 26.2 The Provider acknowledges that the Trust is subject to the requirements of the FOIA and shall assist and co-operate with the Trust to enable the Trust to comply with its disclosure obligations under the FOIA.

27 SUSPENSION

- 27.1 If the Trust reasonably considers that a breach by the Provider of any obligation under this Agreement, --
- which may create an immediate and serious threat to the health or safety of a Service User,
 - which may result in a material interruption in the provision of any one or more of the Services, or
 - the Trust's Commissioners advise the Trust to suspend the Services (or part of them),

the Trust may suspend the Services, or part of the Services, until the Provider demonstrates to the reasonable satisfaction of the Trust (or the Trust's Commissioners) that it is able to and will perform the suspended Service or part of the Service (as applicable) to the required standard.

- 27.2 The Provider may notify the CQC or Other Regulatory Body, if appropriate, of such suspension.

28 TERMINATION

28.1 This Agreement shall be terminated forthwith if the Standard Contract upon which depends the funding of the Services is terminated by the Commissioners.

28.2 The Trust may terminate this Agreement with immediate effect by written notice to the Provider if --

28.2.1 the Provider ceases to carry on its business or substantially the whole of its business,

28.2.2 the Provider shall be unable to pay its debts as they fall due within the meaning of Section 123 of the Insolvency Act 1986,

28.2.3 a trustee, receiver, administrative receiver, liquidator or similar officer is appointed (or an application is made in respect of such appointment) in respect of all or part of any of the business or assets of the Provider or a person has become entitled to appoint an administrative receiver or receiver over the assets of the Provider,

28.2.4 any steps are taken for the winding up of the Provider or for the making of an administration order in respect of the Provider (other than for the purpose of solvent amalgamation or reconstruction),

28.2.5 the Provider enters into any voluntary arrangement or composition with its creditors,

28.2.6 the Provider suffers any event analogous to the events set out in Clauses 28.2.1 to 28.2.5 (inclusive) in any jurisdiction in which it is incorporated or resident,

28.2.7 the Provider is in material breach of its obligations under this Agreement and that breach is incapable of remedy,

28.2.8 the Provider is in material breach of its obligations under this Agreement and, where that breach is capable of remedy, the Provider has failed to remedy such breaches within twenty one (21) Operational Days of receipt of notice from the Trust identifying such breach(es),

28.2.9 the commissioners require the Trust to terminate this Agreement, or

28.2.10 there is a Change of Control of the Provider.

28.3 Termination of this Agreement for any reason shall not prejudice or affect any right of action or remedy that has accrued to either Party.

28.4 Either Party may terminate this Agreement at any time by giving the other Party not less than [1] months' written notice.

29 PROVISIONS SURVIVING TERMINATION

29.1 Any rights, duties or obligations of any of the Parties which are expressed to survive, or which otherwise by necessary implication survive the expiry or termination for this Agreement, together with all indemnities, shall continue after such expiry or termination, subject to such limitations of time as are expressed in this Agreement.

29.2 For the avoidance of doubt and without limiting the scope of this Clause 29, the following provisions shall survive expiry or termination of this Agreement: Clauses 7, 11, 15, 17, 18, 20, 21, 24, 25, 26, 29, 30, 31, 34 and 49

30 INSURANCE AND INDEMNITY

30.1 The Provider undertakes to maintain at its own cost an insurance policy to cover full liability in respect of any act, omission or default for which it may become liable in undertaking the Services to indemnify the Trust under the terms of this Agreement.

30.2 The Provider will provide the Trust within 5 Operational Days a copy of the relevant insurance policies carried in respect of the Services together with proof of payment of the current premium upon a request from the Trust in writing.

30.3 Without prejudice to its liability for breach of any of its obligations under this Agreement the Provider shall be liable to the Trust for, and shall indemnify the Trust against, any loss, damages, costs, expenses, claims or proceedings whatsoever in respect of --

- any loss of or damage to property (whether real or personal),
- any injury to any person, including (without limitation) injury resulting in death, and

- any Losses of the Trust

in consequence of or in any way arising out of the Provider's negligence, recklessness or breach of contract in connection with the performance of this Agreement or of the provision of the Services including (without limitation) its use of equipment, materials or products, or of its staff, Providers or agents in the provision of the Services.

31 WARRANTIES

31.1 The Provider warrants to the Trust that:

- 31.1.1 it has full power and authority to enter into this Agreement and all governmental or official approvals and consents and all necessary consents have been obtained and are in full force and effect;
- 31.1.2 its execution of this Agreement does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets;
- 31.1.3 it has the right to permit disclosure and use of its confidential information for the purpose of this Agreement;
- 31.1.4 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement;
- 31.1.5 all information supplied by it to the Trust is, to its reasonable knowledge and belief, true and accurate and it is not aware of any material facts or circumstances which have not been disclosed to the Trust which would, if disclosed, be likely to have an adverse effect on a reasonable public sector entity's decision whether or not to contract with the Provider substantially on the terms of this Agreement.

31.2 The warranties set out in Clause 31.1 are given on the effective date of the Agreement and repeated on every day during the Term.

32 DISPUTE RESOLUTION

32.1 During any dispute, including a dispute as to the validity of this Agreement, the

Provider shall continue its performance of the provisions of the Agreement (unless the Trust requests in writing that the Provider does not do so).

- 32.2 If a dispute arises between the Trust and the Provider in relation to any matter which cannot be resolved by the Trust Representatives and the Provider Representatives within [10] Operational Days of the dispute arising it shall be dealt with in accordance with Clauses 32.3 – 32.4 below.
- 32.3 In the first instance both Parties shall arrange for their Chief Executives or equivalent (or another nominated member of the Parties management) to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Trust (but the chair shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chair.
- 32.4 If the Parties in dispute have been unable to resolve the Dispute within three (3) Operational Days of referral to their Chief Executives or other proposed lead persons, they may refer the Dispute to mediation in accordance with the Centre for Effective Dispute Resolution (**CEDR**) Model Mediation Procedure on such conditions as may be agreed between the Parties.
- 32.5 To initiate the mediation, a Party must give notice in writing (the "**Mediation Notice**") to the other Party requesting mediation in accordance with this Clause 32.
- 32.6 Unless otherwise agreed between the parties, the mediator will be nominated by CEDR and a copy of the request should be sent to CEDR.
- 32.7 Any mediation shall be completed within thirty (30) Operational Days of such Mediation Notice and any settlement arising therefrom as confirmed by the written acknowledgement of the Parties shall be final and binding unless otherwise agreed by the Parties.
- 32.8 If the Dispute is not resolved within thirty (30) Operational Days of the Mediation Notice the Parties may bring legal proceedings against the other Party in order to determine the Dispute, which shall be final and binding unless the Parties otherwise agree.

32.9 Any decision arising from the mediation may not be used as evidence in any other dispute resolution process.

33 ASSIGNMENT AND SUB-CONTRACTING

33.1 The Provider shall not assign, delegate, sub-contract, charge, mortgage or otherwise transfer any or all of its rights and obligations under this Agreement without the prior written consent of the Trust.

34 GENERAL

34.1 The Provider shall not:

34.1.1 make any press announcements or publicise this agreement or its contents in any way; or

34.1.2 use the Trust's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Trust.

35 VARIATIONS

35.1 This Agreement may be varied by the Parties at any time by agreement in writing and in accordance with the Parties' internal decision-making processes.

36 CONFLICTS OF INTEREST

36.1 If either Party becomes aware of a conflict of interest which will or has had an adverse effect on the other Party's decision to determine whether or not to contract with or to continue to contract with the other Party under this Agreement, then the Party who has become aware of the conflict will immediately declare the interest to the other Party and will take any action necessary to deal with the conflict.

37 FORCE MAJEURE

37.1 Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result

from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party. However, the Trust shall not be liable for paying the Provider for any period of one month or more during which a significant part of the Services was suspended or not delivered to the agreed standards. The Trust may nevertheless pay the Provider *pro-rata* according to the Trust's own estimates of the proportion of the Services delivered and the Trust's own estimates of the length of time the Services were suspended by the *force majeure*.

38 AMENDMENTS

- 38.1 This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

39 ENTIRE AGREEMENT

- 39.1 This Agreement contains the whole agreement between the Parties in respect of the provision of the Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud. However, terms and conditions that survived the expiry or termination of previous agreements between the two Parties, are not replaced or otherwise affected by this Agreement.

40 WAIVER

- 40.1 No failure or delay by either Party in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

41 NO AGENCY OR PARTNERSHIP

41.1 This Agreement 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 this Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

42 FURTHER ASSURANCE

42.1 Each Party to this Agreement shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

43 SEVERANCE

43.1 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

44 ANNOUNCEMENTS

44.1 No Party shall issue or make any public announcement or disclose any information regarding this agreement unless prior to such public announcement or disclosure it furnishes all the Parties with a copy of such announcement or information and obtains the approval of such persons to its terms.

45 NOTICES

45.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or air mail to the address of the relevant Party set out at the head of this Agreement, , or such other address as that Party may from time to time notify to the other Party in accordance with this clause.

The Trust:	The Provider:
East London NHS Foundation Trust Trust Headquarters 9 Alie Street London E1 8DE Fax: 020 7655 4002	

45.2 Notices sent as above shall be deemed to have been received three (3) Operational Days after the day of posting (in the case of inland first class mail), or seven (7) Operational Days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted).

45.3 To prove notice was given it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

46 LAW AND JURISDICTION

46.1 The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

47 THIRD PARTIES

47.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

48 COUNTERPARTS

48.1 This Agreement may be executed in any number of counterparts, each of which shall

be regarded as the original, but all of which together shall constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart.

49 BRIBERY ACT 2010

49.1 The Provider shall --

- 49.1.1 comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- 49.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 49.1.3 comply with the Trust's Anti-Bribery Policy as may be provided from the Trust to the Provider from time to time ("Relevant Policy").
- 49.1.4 have and shall maintain in place throughout the period of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policy and this Clause 49, and will enforce them where appropriate;
- 49.1.5 in addition to its obligations under this Clause 49, report to and acquire authority from the Trust before providing any form of gift, gratuity or hospitality to any party in connection with this Agreement;
- 49.1.6 ensure that any offer or provision of any form of gift, gratuity or hospitality complies with the Relevant Policy and, where relevant, the Trust's hospitality, gifts and sponsorship policy or policies;
- 49.1.7 promptly report to the Trust any request or demand for any undue financial or other advantage of any kind received by the Provider in connection with the performance of this Agreement.

49.2 The Provider shall ensure that any person associated with the Provider who is

performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person on terms equivalent to those imposed on the Provider in this Clause 49.2 ("**Relevant Terms**"). The Contractor shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Commissioner for any breach by such persons of any of the Relevant Terms.

49.3 For the purpose of this Clause 49 the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 49.3 a person associated with the Provider includes but is not limited to any sub-contractor of the Provider.

49.4 The Provider shall fully indemnify and keep fully indemnified against any losses, liabilities, damages, costs including but not limited to legal fees and expenses incurred by, or awarded against, the Trust as a result of any breach of this Clause 49 by the Provider or any breach of provisions equivalent to this Clause 49 in any sub-contract by any Provider.

49.5 Additional audit and record keeping --

49.5.1 the Provider shall keep its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Provider in connection with this Agreement and the steps taken by the Provider to comply with the Relevant Requirements, the Relevant Policies and Clause 49 in each case during the previous twelve years. The Provider shall ensure that such records and books of accounts are sufficient to enable the Trust to verify the Provider's compliance with its obligations under this Clause 49;

49.5.2 the Provider shall permit the Trust and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Clause 49 to access and take copies of the Contractor's records and any other information held at the Contractor's premises and to meet with the Contractor's personnel to audit the Contractor's

compliance with its obligations under this Clause 49. Such audit rights shall continue for three years after termination of the Contract. The Contractor shall give all necessary assistance to the conduct of such audits during the terms of the Contract and for a period of seven years after termination of the Contract.

49.5.3 Audit access by any third party representative of the Commissioner shall be subject to such representative agreeing confidentiality obligations equivalent to those in Clause 23.1 (Confidential information) in respect of the information obtained, always provided that all information obtained may be disclosed to the Commissioner.

49.6 The Provider warrants and represents that --

49.6.1 neither the Provider nor any of its officers, employees or other persons associated with it:

49.6.1.1 has been convicted of any offence involving bribery or corruption, fraud or dishonesty;

49.6.1.2 having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or

49.6.1.3 has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible or potentially ineligible for participation in government procurement programmes or other government contracts.

49.6.2 The Provider shall promptly notify the Trust if, at any time during the term of the Contract, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in Clause 49.6 at the relevant time.

49.6.3 Breach of this Clause 49 shall be deemed a material breach under Clauses 28.2.7.

49.6.4 If the Trust terminates this Agreement for breach of this Clause 49, the Provider shall not be entitled to claim compensation or any further remuneration, regardless of any activates or agreements with additional third parties entered into before termination.

49.6.5 Regardless of any other provision in the Contract, the Trust shall not be obliged to do, or omit to do, any act which would, in its reasonable opinion, put it in breach of any of the Relevant Requirements.

50 HEALTH AND SAFETY

50.1 The Provider shall detail their arrangements and procedures to ensure adequate compliance with relevant Health and Safety regulations. This shall include any certification received and confirmation of willingness to supply a copy if requested, health and safety training or education programmes undertaken or planned, statements as to any health and safety incidents or regulation breaches in the last three years, and evidence of actions subsequently taken to rectify the reasons for the incident or breach.

IN WITNESS WHEREOF, the Parties have executed this form of Agreement in duplicate the day and year first written above.

Signed for and on behalf of: EAST LONDON NHS FOUNDATION TRUST	Signature:	
	Authorised Signatory's Name:	
	Title:	
	Date:	

Signed for and on behalf of: [PROVIDER]	Signature:	
	Authorised Signatory's Name:	
	Title:	
	Date:	

SCHEDULE 1: DEFINITIONS AND INTERPRETATION

1. In this Agreement, the following words shall have the following meanings:

“Agreement”	means this Agreement including all schedules, appendices and annexures hereto, as the same may be amended, assigned or novated from time to time.
“Achieved KPIs”	in respect of any Service in any measurement period, the standard of performance actually achieved by the Provider in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in Schedule 5
"Background"	has the meaning given in clause 25.1;
“Cabinet Office Statement”	means the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector 2000 (January 2000 as revised in November 2007 and as may be further amended from time to time) and the annex to this Statement entitled <u>“A Fair Deal for Pensions (October 2013 and as may be further amended from time to time)”</u> and any associated guidance (as may be amended from time to time)”;
“Care Plan”	means a plan to deliver the Services that are appropriate to the needs of the Service User and that pays proper attention to the Service User’s culture, ethnicity, gender, age and sexuality and takes account of the needs of any children and Carers;
“Carer”	means a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage;
“Change of Control”	a change in Control of the Provider;
“Commencement Date”	means 01 April 2017
“Commissioners”	means the Trust’s Commissioner or Commissioners with which the Trust has entered into a contract as set out in

Recital A for the provision of care services;

"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Counter Fraud and Security Management Arrangements"	means the security management arrangements, including those for anti-fraud work put in place by the Trust in accordance with its obligations under the Standard Contract;
"Counter Fraud and Security Management Service" or "NHS Protect"	means the Counter-Fraud and Security Management Service Division established and maintained by the NHS Business Services Authority pursuant to the NHS Business Services Authority Directions issued by the Secretary of State under the National Health Service Act 2006 (as amended by the Health Act 2009);
"CQC"	means the Care Quality Commission established under the Health and Social Care Act 2008;
"DPA"	means the Data Protection Act 1998;
"Equipment"	means any equipment provided by the Provider and used by the Provider in the delivery of the Services;
"FOIA"	means the Freedom of Information Act 2000;
"Good Clinical Practice"	means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider and a person providing services the same as or similar to the Services at the time the Services are provided, including if appropriate assigning a consultant to each Service User who will be clinically responsible for that Service User at all times during the Service User's care by the Provider;
"Good Health and/or Social Care"	means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and

Practice”	care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider and a person engaged in the provision of services the same as or similar to the Services at the time the Services are provided;
“Good Trust”	means using standards, trusts, methods and procedures conforming to the Law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced person engaged in services which are the same as or similar to the Services whilst at the same time complying with any specific standards set out in this Agreement;
“KPIs”	the key performance indicators set out in Schedule 5.
“Law”	means: (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (b) any enforceable EU right within the meaning of S2(1) European Communities Act 1972; (c) any applicable guidance, standards, direction or determination with which the Trust or the Provider is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Provider by the Trust and/or its commissioners and/or the Department of Health; (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
“Legal Guardian”	means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs;
“Losses”	means all damage, loss (including for the avoidance of doubt any loss of profits, use, business, business

	opportunity, reputation or goodwill), increased operating costs, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services), proceedings, demands and charges whether arising under statute, contract, in tort or at common law;
“Nationally Specified Events Thresholds”	means any threshold set against a Nationally Specified Event as set out in Schedule 4 of the Standard Contract Particulars;
“Never Event”	means the events of occurrence which should never occur in delivering the Services as set out in Schedule 4 of the Standard Contract Particulars (as revised, re-issued or replaced by guidance from time to time) as they apply to the Services
“NHS Requirement”	means all minimum standards published by the Department of Health, NHS England, Monitor, Executive Letters, Health Service Guidelines, Health Circulars of the NHS and any similar official requests, requirements and guidance having similar status for the time being in force, as from time to time amended or replaced;
“Operational Day”	means a day other than a Saturday, Sunday or bank holiday in England;
“Other Regulatory Body”	means any body other than the CQC exercising similar regulatory functions to the CQC;
"Parties"	means the Trust and the Provider and "Party" shall mean either one of them;
"Payments"	means the sums to be paid by the Trust to the Provider as specified in Schedule 2;
“Pensions Legislation”	means, as may be amended from time to time, the Pensions Act 2004, The Transfer of Employment (Pension Protection) Regulations 2005, the Pensions Act 2008 and any other legislation, Government policy or guidance in relation to the pensions entitlements of the Transferring Employees
“Premises”	means the address or addresses from which Services are

	to be provided;
“Provider Representative”	Tel: Fax: xxxxx E-mail:
“Quality Standards”	means the Trust’s Quality Standards, where applicable;
"Results"	has the meaning given in clause 25.2;
“Safeguarding Policies”	means the Trust’s or other multi-agency written policies, as amended from time to time, for safeguarding children and adults;
“Service User”	means a patient or service user of the Trust and the Provider or any other patient, client or customer who is referred or presents to the Provider or otherwise receives Services under this Agreement;
"Services"	means those services to be provided by the Provider in accordance with this Agreement;
“Services Period”	means the period from the Commencement Date
“Staff”	means all persons (whether clinical or non-clinical) employed or engaged by the Provider (including volunteers, agency, locums, casual or seconded personnel) in the provision of the Services or any activity related to, or connected with the provision of the Services.
"Standard Contract"	means the NHS Standard Contract published from time to time by NHS England and available on its website
“Target KPI”	the minimum level of performance for a KPI which is required by the Trust as set out against the relevant KPI in Schedule 5.
“Transferring Employees”	means the employees assigned to the Services by the incumbent contractors or, as the case may be, by the Trust prior to the Commencement Date;
"Trust"	Darryl Springer

Representative”

Tel: 0208 121 5301

Fax: 0208 121 5302

E-mail: darryl.springer@elft.nhs.uk

“TUPE”

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (as amended) and Council Directive 2001/23/EC on the approximation of the laws of the Member States relating to the safeguarding of employees rights in the event of transfer of undertakings, businesses or parts of undertakings or businesses.

2. Interpretation

2.1 The following rules of interpretation apply in this Agreement

2.1.1 words importing any gender include every gender;

2.1.2 words importing the singular number include the plural number and vice versa;

2.1.3 words importing persons include firms, companies and corporations and vice versa;

2.1.4 references to numbered clauses and schedules are references to the relevant clause in or schedule to this Agreement;

- reference in any schedule to this Agreement to numbered paragraphs relate to the numbered paragraphs of that schedule;
- any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- the headings to the clauses, schedules and paragraphs of this Agreement are not to affect the interpretation;
- any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;
- the Schedules to this Agreement are fully incorporated into this Agreement and shall take effect as if set out in the main body of this Agreement; and

- reference to a particular government or statutory authority, or public the Provider, shall be construed so as to include a reference to any successor to such government or statutory authority or public the Provider or any authority or the Provider which has taken over either or both the functions or responsibilities of such authority or the Provider. References to other persons shall include their successors and assignees.

SCHEDULE 2: CONTRACT VALUE

Service Fee

Service Fee

The Service Fee for the Contract Service Period will be based on the number of patients receiving treatment under this service and the prices set out below:

£1.60 per witnessed Methadone consumption.

£2 per witnessed Buprenorphine (with or without naloxone).

This figure will vary during the term of the contract and the Pharmacy will invoice in quarterly payments in arrears for the number of patients in each category that they are treating

SCHEDULE 3: SERVICE SPECIFICATION

Pharmacy Based Observed Consumption

1.0 Service Management

1.1	The organisation is responsible for commissioning and managing the delivery of observed consumption via pharmacy based services.
1.2	The responsibilities and obligations of the services commissioned by the organisation are as detailed in the remainder of this document.

2.0 Service Definition

2.1	Inclusion Criteria The service specifications that follow are intended for the purchase of pharmaceutical services for: • Adult drug users aged 18 and over who • Require access to supervised consumption within the community in which they reside or work.
2.2	Dispensing and Supervision. All substitute prescribing interventions are classified as structured interventions. This means they require comprehensive assessment, care planning and a high level of duty of care on the part of both the prescriber and the supplying pharmacist. Public Health England, Bedfordshire Drug Action Team and ELFT recognises that shared care, primary care and general health care provision is a vital element of the Bedfordshire treatment services, and we will seek to work closely with partners to ensure that a consistent and comprehensive recovery pathway is achieved. At the current time there is a significant cohort of individuals receiving treatment within the shared care arena, and we would seek to support GP and primary care colleagues through a variety of mechanisms, in order to promote recovery within the shared care service provision. All clients accessing substance and alcohol use treatment services should receive the appropriate support to develop and implement their personal recovery plans and the consortium would seek to ensure that this approach is consistent across the treatment system. Pharmacists are an integral part of this system due to their high degree of contact with this client group and, as a consequence, are deemed to be Tier 3 providers for the purpose of treatment planning and the service level agreement. Under the terms of this agreement their service users will be those prescribed for opioid dependence (titration, detoxification and reduction) and methadone maintenance regimens.

	After the period of supervision pharmacists will continue to dispense to the service user and provide information to the key worker and prescriber relevant to the ongoing care planning and treatment of the service user. Such services must: • Be integrated and co-ordinated with the local prescribing services and treatment systems. • Meet the demand of the local population and prescribing services • Provide the necessary level of privacy to the clients e.g. providing a privacy area or consulting room, while ensuring the safety of pharmacy staff at all times.
2.3	Service Delivery Under this scheme the pharmacist will be required to: • Supervise Methadone and Buprenorphine (with or without Naloxone) prescribed by ELFT under this scheme. • Supervise consumption of prescribed medication at the point of dispensing; • Employ a non-judgemental, user-friendly manner that is client centred and confidential;

3.0 Aims and Objectives of the Service

3.1	Compliance To ensure compliance with the agreed treatment plan by: • Dispensing prescribed medication in specified instalments. • Correctly administering each supervised dose to the service user for whom it was intended (take away doses may be dispensed to the service user for days when the pharmacy is not open). • Ensuring the service user correctly consumes each dose of the prescribed medication. • Liaising with the prescriber, named key worker and other directly involved in the care of the service user. • Monitoring the service user's response to the prescribed treatment including signs of: ○ Overdose, especially when doses are changed, or during titration ○ If the service user appears intoxicated ○ If the service user has missed doses ELFT must be informed if the service user appears intoxicated, misses doses or treatment is withheld for any reason such as due to intoxication or behaviour.
3.2	Risk Reduction

	To reduce the risk to local communities from: • Over or under use of medication. • Diversion of prescribed medication on to the illicit drugs market. • Accidental exposure to dispensed medication.
3.3	Contact, Advice and Information To enable the service user, through regular contact, to access further advice and information from healthcare professionals including referral to specialist treatment centres social care professional as appropriate.

4.0 Referral Pathways

4.1	Opening Times and Access The pharmacy contractor will ensure that the service opening times are clearly displayed and where changes are made these are communicated effectively. The pharmacy will ensure that they can provide an area of privacy for consumption and that time spent in the pharmacy is kept to a minimum by early preparation of doses. Completed prescriptions to be delivered to the pharmacy prior to the service user's attendance. The pharmacist will negotiate with ELFT and the local Clinical commissioning group (CCG) , systems that enable: • Wrongly completed, duplicate or fraudulent prescriptions to be dealt with before prescribing outlets close;
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5.0 Care Planning & Coordination

5.1	Care Plans These are specifically tailored documents that outline the level, extent and content of the care that the service user will be provided with. This may include supervision of the medication where prescribed. This plan will include the name of the client's chosen pharmacy. The pharmacy will liaise with the prescribing organisation as requested in any matters relating to the care of the particular client. This may include offering information for the client review which takes place at least three monthly.
5.2	Care Coordination Under this scheme the pharmacist shall be responsible for assisting in the retention in and continuation of client treatment by reporting:

	• When clients fail to attend (in line with the local supervised consumption guidelines) • Any relevant concerns about the service user • By fulfilling any reasonable requests for information from care coordinators and key workers.
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6.0 Competencies & Training

6.1	Competency All pharmacists, locum pharmacists, staff and contractors must be able to demonstrate an appropriate level of understanding, knowledge and skill in dealing with clients who attend for supervised consumption. They will adhere to the standards and practice guidance set by the GPHC for the provision of services to drug misusers. In order to provide a complete and coherent service the pharmacists and locum pharmacists are encouraged to complete the open learning module: • Substance misuse and opiate treatment: Supporting pharmacists for improved service user care (CPPE) All pharmacies engaged in this area of work will be expected to align training with a competence analysis based on the Drug and Alcohol National Occupational Standards (DANOS). Further information can be sourced from GPHC.
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7.0 Contraindications & Exclusions

7.1	Young People This agreement is for the provision of Adult Supervised Consumption. Persons aged 17 years or under will be directed to specialist young people's services and will not access this service.
7.2	Behaviour The pharmacist has the reserved right to exclude a person from the pharmacy because of: • Abusive behaviour • Violent behaviour • Stealing from the store or • Any combination of the above. Such exclusion should only be after a professional risk assessment which concludes there is a serious risk to staff and/or members of the public. ELFT must be informed of any exclusions that take place, on the day that the exclusion takes place. If the exclusion takes place during an

	evening or weekend appointment ELFT must be informed the next working day.
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SCHEDULE 4: QUALITY STANDARDS

4.1 Scheme Details

- 4.1.1 The service provider will ensure that all clients are treated appropriately while using the service

4.2 Audit

- 4.2.1 The service provider and the contractor will agree to an audit process in the event of any issues in service delivery arising and in any case one audit of process will be carried out each year.

4.3 Records

- 4.3.1 The service provider will maintain records and ensure they are available for inspection.

SCHEDULE 5: KEY PERFORMANCE INDICATORS

The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Provider are contained in the below table.

KPI Description	Method of calculating service delivery/ measurement period	Target KPI
Data Quality	Monthly Report	95%

SCHEDULE 6: REPORTING AND INFORMATION REQUIREMENTS

Indicator	Frequency
Reports of any serious untoward incident	Immediately in line with ELFT's SI Policy

Operational Meetings

Operational meetings will take place quarterly (or other frequency agreed as appropriate) at a location to be agreed between ELFT and the Provider. Attendance at operational meetings will include, as a minimum, the Trust and Provider Representatives, or their delegates.