

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

DATED

20[]



THE CORNWALL COUNCIL

and

□ _____

For the provision of Needle Exchange and Supervised Consumption and Instalment Dispensing Services and the Supply of Emergency Hormonal Contraception (EHC) under a Patient Group Direction in Community Pharmacies

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

CONTENTS

1. DEFINITIONS AND INTERPRETATION
2. COMMENCEMENT AND DURATION
3. SERVICES
4. SERVICE USER INVOLVEMENT
5. EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION
6. MANAGING ACTIVITY
7. STAFF
8. SERVICE PROVIDER'S REPRESENTATIVE
9. COUNCIL REPRESENTATIVE
10. SAFEGUARDING
11. CHARGES AND PAYMENT
12. SERVICE IMPROVEMENTS AND BEST VALUE DUTY
13. INCIDENTS REQUIRING REPORTING
14. SERVICE USER HEALTH RECORDS
15. INTELLECTUAL PROPERTY
16. INFORMATION
17. EQUIPMENT
18. COMPLAINTS
19. SERVICE REVIEW
20. CO-OPERATION
21. WARRANTIES AND REPRESENTATIONS
22. VARIATIONS
23. ASSIGNMENT AND SUB-CONTRACTING
24. AUDIT AND INSPECTION
25. INDEMNITIES AND INSURANCE
26. DEFAULTS AND FAILURE TO SUPPLY
27. CONTRACT MANAGEMENT
28. DISPUTE RESOLUTION
29. SUSPENSION AND CONSEQUENCES OF SUSPENSION

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

- 30. TERMINATION
- 31. CONSEQUENCE OF EXPIRY OR TERMINATION
- 32. SURIVAL OF TERMS 28
- 33. BUSINESS CONTINUITY
- 34. CONFIDENTIALITY
- 35. DATA PROTECTION
- 36. FREEDOM OF INFORMATION AND TRANSPARENCY
- 37. PREVENTION OF BRIBERY
- 38. TUPE
- 39. GRATITUTIES
- 40. LEGAL PROCEEDINGS
- 41. RECOVERY OF SUMS DUE TO THE COUNCIL
- 42. NOTICES
- 43. FORCE MAJEURE
- 44. CONTRACTS (RIGHTS OF THIRD PARTY) ACT 1999
- 45. SEVERANCE
- 46. WAIVER
- 47. PUBLICITY
- 48. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY
- 49. ENTIRE AGREEMENT
- 50. GOVERNING LAW AND JURISDICTION

SCHEDULES

SCHEDULE 1. COUNCIL AND SERVICE USER'S REPRESENTATIVES

APPENDICES

APPENDIX A. SERVICE SPECIFICATION(S)

APPENDIX B. PAYMENT SCHEDULE

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

- 1.1.9 '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;
- 1.1.10 'CEDR' means the Centre for Effective Dispute Resolution;
- 1.1.11 'Charges' means the charges which shall become due and payable by the Council to the Service Provider in respect of the provision of the Services in accordance with the provisions of this Agreement, as set out in the Pricing Schedule;
- 1.1.12 'Commencement Date' means 1 April 2013;
- 1.1.13 'Competent Body' means any body that has authority to issue standards or recommendations with which either Party shall comply;
- 1.1.14 'Complaint Procedure' means the Service Provider's complaint procedure, which has been approved by the Council prior to the Commencement Date;
- 1.1.15 'Confidential Information' means any information or data in whatever form disclosed, which by its nature is confidential or which the Disclosing Party acting reasonably states in writing to the Receiving Party is to be regarded as confidential, or which the Disclosing Party acting reasonably has marked 'confidential' (including, without limitation, financial information, or marketing or development or work force plans and information, and information relating to services or products) but which is not Service User Health Records or information relating to a particular Service User, or Personal Data, pursuant to an FOIA request, or information which is published as a result of government policy in relation to transparency
- 1.1.16 'Contract Management Meeting' means a meeting of the Council and the Service Provider held in accordance with clause 27 (*Contract Management*)
- 1.1.17 'Contract Standard' means such standard as complies in each and every respect with all relevant provisions of this Agreement and where to the extent that no criteria are stated in this Agreement such standard as is to the entire satisfaction of the Council's Representative;
- 1.1.18 'Consents'
- (i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by law for or in connection with the performance of Services; and/or
 - (ii) any necessary consent or agreement from any third party needed either for the performance of the Service Provider's obligations under this Agreement or for the provision by the Service Provider of the Services in accordance with this Agreement
- 1.1.19 'CDC Regulations' means the Care Quality Commission (Registration) Regulation 2009;
- 1.1.20 'Council Representative' means the person nominated by the Council as set out in Schedule 1 and appointed pursuant to Clause 9
- 1.1.21 'Data Processor' has the meaning set out in the DPA
- 1.1.22 'Data Subject' has the meaning set out in the DPA

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

- 1.1.23 'DBS' means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012
- 1.1.24 'Default' means any breach of the obligations of the Service Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Service Provider or the staff in connection with or in relation to the subject-matter of this Agreement and in respect of which the Service Provider is liable to the Council
- 1.1.25 'Default Interest Rate' means LIBOR plus 2% per annum
- 1.1.26 'Disclosing Party' means the Party disclosing Confidential Information
- 1.1.27 'Dispute' means a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Agreement
- 1.1.28 'DPA' means the Data Protection Act 1998
- 1.1.29 ' Employment Checks' means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;
- 1.1.30 'Equipment' means the Service Provider's equipment, plant, materials and such other items supplied and used by the Service Provider in the performance of its obligations under this Agreement;
- 1.1.31 'Expiry Date' means 31 March 2014;
- 1.1.32 'FOIA' means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004;
- 1.1.33 'Fraud' means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Council;
- 1.1.34 'GPhC' means the General Pharmaceutical Council;
- 1.1.35 '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, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable;
- 1.1.36 'Guidance' means any applicable local authority, health or social care guidance, direction or determination which the Council and/or the Service Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006;
- 1.1.37 'Harm Test' means the harm test as defined in the Safeguarding Vulnerable Groups Act 2006;

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

- 1.1.38 'Indirect Losses' means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;
- 1.1.39 'Intellectual Property' 'Intellectual Property Rights' means all vested and contingent and future intellectual property rights including but not limited to copyright, trade marks, service marks, design rights (whether registered or unregistered), patents, know-how, trade secrets, inventions, get-up, database rights and any applications for the protection or registration of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created to which the Council may be entitled;
- 1.1.40 'Invoice' means a list of the Services provided by the Service Provider to the Council and the sums due for these;
- 1.1.41 'Legal Guardian' means an individual who has been legally appointed to take care of an individual personally and/or the individuals affairs;
- 1.1.42 'Lessons Learned' means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Service Provider's provision of the Services;
- 1.1.43 LIBOR' means the London Interbank Offered Rate for 6 months sterling deposits in the London market;
- 1.1.44 'Local Healthwatch' means the local independent consumer champion for health and social care in England;
- 1.1.45 'Losses' means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses;
- 1.1.46 'LPC' Local Pharmaceutical Council
- 1.1.47 'National Institute for Health and Clinical Excellence' or 'NICE' means the special health authority (or any other successor body appointed from time to time) responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health;
- 1.1.48 'National Standards' means those standards applicable to the Service Provider under the law and/or Guidance as amended from time to time;
- 1.1.49 'NHS Act 2006' means the National Health Service Act 2006;
- 1.1.50 ' Patient Safety Incident' means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User;
- 1.1.51 'Personal Data' has the meaning set out in the DPA;
- 1.1.52 'Public Authority' means as defined in section 3 of the FOIA

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

- 1.1.53 'Quality Outcomes Indicators' means the agreed key performance indicators and outcomes to be achieved as set out in the Specification;
- 1.1.54 'Receiving Party' means the Party which has received Confidential Information;
- 1.1.55 'Regulatory Body' means any body other than GPhC carrying out regulatory functions in relation to the Service Provider and/or the Services;
- 1.1.56 'Regulated Activity' means a regulated activity as defined in the Safeguarding Vulnerable Groups Act 2006
- 1.1.57 'Relevant Conduct' means relevant conduct as defined in the Safeguarding Vulnerable Groups Act 2006
- 1.1.58 'Relevant Offence' means a relevant offence as defined in the Safeguarding Vulnerable Groups Act 2006
- 1.1.59 'Remedial Action Plan' means a plan to rectify a breach of or performance failure under this Agreement specifying targets and timescales within which those targets shall be achieved;
- 1.1.60 'Review Meeting' means a meeting to be held in accordance with clause 19;
- 1.1.61 'Schedules' means any of the schedules attached hereto;
- 1.1.62 'Sensitive Personal Data' means Personal Data consisting of information as to the racial or ethnic origin, the political beliefs, religious or similar beliefs, trade union membership, details of physical or mental health, sexual life and alleged commissions of crimes or criminal record of the data subject;
- 1.1.63 'Serious Incident' means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Service Provider's Premises or where the actions of the Service Provider, the staff or the Council are likely to be of significant public concern;
- 1.1.64 'Services' means the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Specifications, and/or as otherwise provided or to be provided by the Service Provider under and in accordance with this Agreement;
- 1.1.65 'Service User' means the person directly receiving the Services provided by the Service Provider as specified in the Service Specifications and includes their Carer and Legal Guardian where appropriate;
- 1.1.66 'Service Quality Performance Report' means a report as referred to in clause 19, in a form to be agreed by both Parties;
- 1.1.67 'Specification' means the document(s) attached to this Agreement at Appendix 1;
- 1.1.68 'Succession Plan' means a plan agreed by the Parties to deal with transfer of the Services to an alternative provider following expiry or termination of this Agreement;
- 1.1.69 'Successor Provider' means any provider to whom a member of staff is transferred pursuant to TUPE in relation to the Services immediately on termination or expiry of this Agreement;

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

- 1.1.70 'Service Provider's Representative' means the person who is nominated to represent the Service Provider as set out in Schedule 1 and appointed pursuant to clause 8
- 1.1.71 'TUPE' means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
- 1.1.72 'VAT' means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
- 1.1.73 'Variation' means a variation to a provision or part of a provision of this Agreement made in accordance with clause 22;
- 1.2 The headings in this Agreement shall not affect its interpretation.
- 1.3 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.4 References to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 1.5 References to sections, clauses and Appendices are to the sections, clauses and Appendices of this Agreement, unless expressly stated otherwise.
- 1.6 A reference to a person shall include a reference to any individual, Council or other legal entity
- 1.7 References to any body, organisation or office shall include reference to its applicable successor from time to time.
- 1.8 Any references to this Agreement or any other documents includes reference to this Agreement or such other documents as varied, amended, supplemented, extended, restated and/or replaced from time to time.
- 1.9 Use of the singular includes the plural and vice versa.
- 1.10 In the event of any conflict between the provisions of this Agreement and the provision of the Schedules or Appendices the provisions of this Agreement shall prevail.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall take effect on the Commencement Date.

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

- 2.2 This Agreement shall expire automatically on the Expiry Date, unless it is extended or terminated earlier in accordance with the provisions of this Agreement or alternatively it is extended in accordance with 2.3
- 2.3 The Council may extend the term of this Agreement by a period of up to 1 year (the Extension Period). If the Council wishes to extend this Agreement it shall give the Service Provider at least 3 months written notice of such intention before the Expiry Date set out in clause 2.2
- 2.4 If the Council gives notice under 2.3 then the Expiry Date shall be extended by the period set out in that notice.

3. SERVICES

- 3.1 The Service Provider shall provide the Services fully in accordance with the Specification(s) and the provisions of this Agreement.
- 3.2 The Service Provider shall carry out the Services in accordance with the law and Good Clinical Practice and shall, unless otherwise agreed (subject to the law) with the Council in writing:
- 3.2.1 comply, where applicable, with the registration and regulatory compliance guidance of GPHC and any other Regulatory Body and any standards or recommendations issued from time to time by GPHC or any other Regulatory Body;
 - 3.2.2 respond where applicable, to all requirements and enforcement actions issued from time to time by GPhC or any other Regulatory Body;
 - 3.2.3 consider and respond to the recommendations arising from any audit, death, Serious Incident report or Patient Safety Incident report;
 - 3.2.4 comply with the recommendations issued from time to time by any Competent Body;
 - 3.2.5 comply with the recommendations from time to time contained in guidance and appraisals issued by NICE where appropriate;
 - 3.2.6 respond to any reports and recommendations made by Local HealthWatch where appropriate; and
 - 3.2.7 comply with the Quality Outcomes Indicators set out in the Specification(s).
- 3.3. The Service Provider shall comply with all reasonable instructions given by the Council in relation to the Services;
- 3.4 The Service Provider shall keep the Council fully informed and provide it with regular reports on all matters of interest to a prudent client, together with such information as the Council may reasonably require from time to time;
- 3.5 The Service Provider shall provide the Services to the Contract Standard.
- 3.6 The Service Provider shall maintain current and accurate records of all work undertaken in the provision of the Services.
- 3.7 The Service Provider shall inform the Council's representative promptly and confirm in writing if the Service Provider is unable to or fails to provide any part of the Service in accordance with this Agreement. The provision of information under this Clause 3.7 shall not in any way release or excuse the Service Provider from any of its obligations under this Agreement.

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

4. SERVICE USER INVOLVEMENT

- 4.1 As soon as reasonably practicable following any reasonable request from the Council, the Service Provider shall provide evidence to the Council of the involvement of Service Users, Carers and staff in the development of Services.
- 4.2 The Service Provider shall carry out such surveys as reasonably required by the Council in relation to the Services and shall submit the results of any surveys to the Council in line with any specified timescales.

5. EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION

- 5.1 The Parties shall not discriminate between or against Service Users, on the grounds of age, disability, gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sex, sexual orientation or any other non-medical characteristics except as permitted by the law.
- 5.2 The Service Provider 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).
- 5.3 In performing this Agreement the Service Provider shall comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:
- 5.3.1 eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;
- 5.3.2 advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and
- 5.3.3 foster good relations between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it,
- and for the avoidance of doubt this obligation shall apply whether or not the Service Provider is a public authority for the purposes of section 149 of the Equality Act 2010.
- 5.4 As soon as reasonably practicable following any reasonable request from the Council, the Service Provider shall provide the Council with a plan detailing how it will comply with its obligations under clause 5.3.
- 5.5 The Service Provider shall provide to the Council as soon as reasonably practicable, any information that the Council reasonably requires to:
- 5.5.1 monitor the equity of access to the Services; and
- 5.5.2 fulfil their obligations under the law.

6. MANAGING ACTIVITY

- 6.1 The Service Provider shall manage Activity in accordance with any activity planning assumptions and any caseloads set out in the Specification(s) and shall comply with all reasonable requests of the Council to assist it with understanding and managing the levels of Activity for the Services.

7. STAFF

- 7.1 At all times, the Service Provider shall ensure that:

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

- 7.1.1 each of the staff is suitably qualified and experienced, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
- 7.1.2 there is an adequate number of staff to provide the Services properly in accordance with the provisions of the Specification(s);
- 7.1.3 where applicable, staff are registered with the appropriate professional regulatory body; and
- 7.1.4 staff are aware of and respect equality and the human rights of colleagues and Service Users.
- 7.2 If requested by the Council, the Service Provider shall as soon as practicable and by no later than 20 Business Days following receipt of that request, provide the Council with evidence of the Service Provider's compliance with clause 7.1.
- 7.3 The Service Provider shall carry out such staff surveys as reasonably required by the Council in relation to this Agreement at intervals agreed by the Council and the Service Provider shall submit the results of any surveys to the Council in writing in line with any specified timescales.
- 7.4 The Council's Representative shall, upon giving notice in writing, have the power to require the Service Provider to remove from the provision of the Services any personnel of the Service Provider specified in such notice including the Service Provider's Representative. The Service Provider shall forthwith remove such personnel from the provision of the Services. The Council shall at its discretion insist that the Service Provider provides a satisfactory replacement.
- 7.5 The Council shall in no circumstances be liable either to the Service Provider or to such personnel in respect of any cost, expense, liability loss, or damage occasioned by such removal and the Service Provider shall fully indemnify the Council in respect of any claim made by such personnel.
- 7.6 The Service Provider shall provide and shall ensure that its personnel at all times when engaged in the provision of the Services wear such identification (including photographic identification) as agreed by the Parties, and shall ensure that when requested to do so any personnel of the Service Provider shall disclose his identity and status as personnel of the Service Provider and shall not attempt to avoid so doing.
- 7.7 Where Council rules and regulations or the nature or the location of any duties upon which the Service Provider's personnel shall be engaged in the provision of the Services make the wearing of any special or protective clothing necessary or appropriate, the Service Provider shall provide and shall require its personnel to wear such clothing. Such special or protective clothing shall be maintained and replaced as necessary by the Service Provider.
- 7.8 The Service Provider shall notify the Council's Representative immediately upon becoming aware of any possible conflict of interest which may arise between the interests of the Council and any other client of the Service Provider and the Service Provider shall take all reasonable steps to remove or avoid the cause of any such conflict of interest to the satisfaction of the Council's Representative.

8. SERVICE PROVIDER'S REPRESENTATIVE

- 8.1 The Service Provider shall appoint a suitably qualified and experienced Service Provider Representative as named in Schedule 1 who shall be empowered to act on behalf of the Service Provider for all purposes connected with this Agreement. Such appointment or any further appointment shall be subject to the approval of the Council. The Service Provider's Representative shall not be replaced without prior written approval of the Council, such approval not to be unreasonably withheld. Any notice, information, instruction or other communication given to the Service Provider's Representative or any duly appointed deputy shall be deemed to have been given to the Service Provider.

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

- 8.2 The Service Provider shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person appointed as the Service Provider's Representative and of any subsequent appointment.
- 8.3 The Service Provider shall forthwith give notice in writing to the Council's Representative of the identity, address and telephone numbers of any person authorised to act for any short temporary period as deputy for the Service Provider's Representative and when such deputy ceases to be so authorised.
- 8.4 The Service Provider shall ensure that the Service Provider's Representative or his deputy is available to meet the Council's Representative at all reasonable times. The Service Provider shall submit to the Council a list of any personnel appointed to supervise each area of work and shall inform the Council within five working days if there are any changes to that list.

9. COUNCIL'S REPRESENTATIVE

- 9.1 The Council's Representative shall be the person named in Schedule 1 or such other person nominated in writing by the Council from time to time to act in the name of the Council for the purposes of this Agreement.
- 9.2 The Council's Representative shall have power to issue instructions to the Service Provider on any matter relating to the provision of the Services and the Service Provider shall comply therewith.
- 9.3 From time to time the Council's Representative may appoint one or more representatives to act for the Council's Representative generally or for specified purposes or periods. Any act or instruction of any such representative shall be treated as an act or instruction of the Council's Representative.

10. SAFEGUARDING

- 10.1 The Service Provider shall put or have in place an appropriate safeguarding policy which reflects and complements the relevant statutory provisions relating to safeguarding children and/or vulnerable adults and;
- 10.1.1 the Council's safeguarding policies and procedures; and
- 10.1.2 the Cornwall and Isles of Scilly Safeguarding Adults Board policies and procedures including but not limited to the Multi-Agency Safeguarding Adults Policy; and
- 10.1.3 the Cornwall and the Isles of Scilly Local Safeguarding Children Board's safeguarding policies and procedures including the South West Safeguarding and Child Protection Procedures and the Local Safeguarding Children Board Guidelines for Providers;
- as applicable and amended from time to time to ensure that all allegations, suspicions and incidents of abuse, harm or the risk of harm to children and / or vulnerable adults or where there is a concern about the behaviour of an individual are reported immediately to the Council's Representative and Council's Directorate of Adult Care and Support (Single Point of Access) 0300 1234 131 in respect of a vulnerable adult or the Council's Directorate of Children Schools and Families (Single Referral Unit) 0300 123 1116 in respect of a child. The Service Provider's safeguarding policies and procedures should include active encouragement to staff in whistle blowing if aware of suspected abuse.
- 10.2 The Service Provider shall submit its safeguarding policy to the Council for approval. The Service Provider must incorporate any amendments to the policy which may be advised by the Council.
- 10.3 The Service Provider shall

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

- 10.3.1 ensure that all individuals engaged in a Regulated Activity on behalf of the Service Provider are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults barred list or the children's barred list as appropriate, and
- 10.3.2 monitor the level and validity of the checks under this clause 10.3 for each member of staff
- 10.4 The Service Provider warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Service Provider in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time
- 10.5 The Service Provider shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 10 have been met.
- 10.6 The Service Provider shall make a referral to the Disclosure and Barring Service when it has dismissed or removed a person from working with children or vulnerable adults (or would or may have if the person had not left or resigned) because the person has been cautioned or convicted for a relevant offence; or engaged in relevant conduct in relation to children and/or vulnerable adults; or satisfied the Harm Test in relation to children and/or vulnerable adults.
- 10.7 The Service Provider shall advise the Council of any referrals made pursuant to clause 10.6 as soon as possible and in any event within 5 Business Days. The Service Provider shall ensure that the contracts of employment of its staff provide for relevant staff consent for the sharing of the information/data required under this clause 10.7.
- 10.8 The Service Provider shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service Users.
- 10.9 The Service Provider shall comply with all statutory obligations in respect of safeguarding and shall act in accordance with the guidance issued by the Disclosure and Barring Service as amended from time to time.
- 10.10 The Service Provider shall ensure that the organisation operates a recruitment and selection procedure which aligns with the Council's safer recruitment and disciplinary standards and which meets the requirements of legislation, equal opportunities and anti-discriminatory practice and ensures the protection of children and/or vulnerable adults. The selection of all Service Provider personnel and volunteers should be fair, safe and effective and the Service Provider will be expected to comply with all national requirements for registered providers and shall ensure that all relevant safeguarding, recruitment and barring checks as appropriate have been undertaken for all employees, these checks shall include:
- 10.10.1 recruitment through an appropriate application form;
 - 10.10.2 face to face interviews
 - 10.10.3 checking self declaration forms for relevancy to the role
 - 10.10.4 checking references before confirming appointment
 - 10.10.5 a probationary and supervision period for new staff
 - 10.10.6 conducting personal development reviews
 - 10.10.7 monitoring conduct in the role
 - 10.10.8 conducting in-role risk assessments
- 10.11 If appropriate, the Service Provider shall ensure that children and/or vulnerable adults are safeguarded from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self harm or inhuman or degrading treatment through deliberate intent, negligent acts or omissions.

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

- 10.12 If appropriate, the Service Provider shall procure that all personnel engaged in the delivery of the Services regularly receive appropriate safeguarding training in relation to children and/or vulnerable adults according to their job role as detailed within the Specification or discussed and agreed at subsequent contract review meetings.
- 10.13 if appropriate, the Service Provider shall appoint an individual of sufficient seniority for the safeguarding of children and/or vulnerable adults. This individual shall be responsible for the implementation and monitoring of the Service Provider's safeguarding policies and procedures in accordance with the terms of this Agreement.
- 10.14 The Service Provider shall:
- 10.14.1 have in place a process whereby its employees may report in confidence any alleged malpractice on the part of the Service Provider as regards any part of the provision of the Services;
 - 10.14.2 not take any action against any employee pursuant to its contractual rights in respect of that employee where such employee has in accordance with the process provided pursuant to clause 10.14.1 and in good faith reported alleged malpractice on the part of the Service Provider.

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

11. CHARGES AND PAYMENT

- 11.1 Subject to any provision of this Agreement to the contrary (including without limitation those relating to withholding and/or retention), in consideration of the provision of the Services in accordance with the terms of this Agreement, the Council shall pay the Service Provider the Charges.
- 11.2 The Service Provider shall invoice the Council for payment of the Charges at the end of each calendar month (or such other frequency agreed between the Parties in writing) which the Council shall pay within 30 Business Days of receipt. Each Invoice shall contain appropriate references and a detailed breakdown of the Services provided and shall be supported by any other documentation reasonably required by the Council's Representative to substantiate the Invoice.
- 11.3 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice.
- 11.4 Any VAT payable by the Council shall be payable at the rate and in the manner for the time being prescribed by law. All VAT charges must be shown separately in any Invoice clearly identifying what it relates to.
- 11.5 Where the Service Provider enters into a sub-contract with a contractor for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contact which requires payment to be made of all sums by the Service Provider to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 11.6 If a Party, acting in good faith, contests all or any part of any payment calculated in accordance with this clause 11:
- 11.6.1 the contesting Party shall within 15 Business Days notify the other Party, setting out in reasonable detail the reasons for contesting the requested payment, and in particular identifying which elements are contested and which are not contested;
- 11.6.2 any uncontested amount shall be paid in accordance with this Contract.
- 11.7 If a Party contests a payment under clause 11.6 and the Parties have not resolved the matter within 20 Business Days of the date of notification under clause 11.6, the contesting Party may refer the matter to dispute resolution under clause 28 (*Dispute Resolution*) and following the resolution of any dispute referred to dispute resolution, where applicable, the relevant party shall pay any amount agreed or determined to be payable in accordance with clause 11.3.

12. SERVICE IMPROVEMENTS AND BEST VALUE DUTY

- 12.1 The Service Provider shall to the utmost extent reasonably practicable co-operate with and assist the Council in fulfilling its Best Value Duty.
- 12.2 In addition to the Service Provider's obligations under clause 12.1, where reasonably requested by the Council, the Service Provider at its own cost shall participate in any relevant Best Value Duty reviews and/or benchmarking exercises (including without limitation providing information for such purposes) conducted by the Council and shall assist the Council with the preparation of any Best Value performance plans.
- 12.3 During the term of this Agreement at the reasonable request of the Council, the Service Provider shall:

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

12.3.1 demonstrate how it is going to secure continuous improvement in the way in which the Services are delivered having regard to a combination of economy, efficiency and effectiveness and the Parties may agree a continuous improvement plan for this purpose;

12.3.2 implement such improvements; and

12.3.3 where practicable following implementation of such improvements decrease the price to be paid by the Council for the Services.

12.4 If requested by the Council, the Service Provider shall identify the improvements that have taken place in accordance with clause 12.3, by reference to any reasonable measurable criteria notified to the Service Provider by the Council.

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

13. INCIDENTS REQUIRING REPORTING

- 13.1 If the Service Provider is GPhC registered it shall comply with the requirements and arrangements for notification of deaths and other incidents to GPhC in accordance with GPhC Regulations and if the Service Provider is not GPhC registered it shall notify Serious Incidents to any relevant Regulatory Body as applicable, in accordance with the law.
- 13.2 If the Service Provider gives a notification to the GPhC or any other Regulatory Body under clause B11.1 which directly or indirectly concerns any Service User, the Service Provider shall send a copy of the notification to the Council as soon as possible and in any event within **5** Business Days
- 13.3 The Parties shall comply with the arrangements for reporting, investigating, implementing and sharing the Lessons Learned from Serious Incidents, Patient Safety Incidents and non-Service User safety incidents that are agreed between the Service Provider and the Council.
- 13.4 Subject to the law, the Council shall have complete discretion to use the information provided by the Service Provider under this clause 13.

14. SERVICE USER HEALTH RECORDS

- 14.1 The Service Provider shall create, maintain, store and retain Service User health records for all Service Users. The Service Provider shall retain Service User health records for the periods of time required by law and securely destroy them thereafter in accordance with any applicable Guidance.
- 14.2 The Service Provider shall:
- 14.2.1 use Service User health records solely for the execution of the Service Provider's obligations under this Agreement; and
- 14.2.2 give each Service User full and accurate information regarding his/her treatment and Services received.
- 14.3 Subject to Guidance and where appropriate, the Service User Health Records should include the Service User's verified NHS number.

15. INTELLECTUAL PROPERTY

- 15.1 Pursuant to and for the consideration set out in this Agreement the Service Provider hereby assigns with full title guarantee (or shall use all reasonable endeavours to procure that any person, firm or company who is in a position to assign the same with full title guarantee shall assign to the Council) with effect from the Commencement Date or in the case of Intellectual Property Rights not yet in existence with effect from the creation thereof, to the Council, the Intellectual Property Rights created by the Service Provider in the performance of the Services. The Service Provider shall not be liable for the use of any such Intellectual Property Rights other than for which the same was originally prepared or provided by or on behalf of the Service Provider.
- 15.2 The Service Provider warrants to the Council that the Intellectual Property Rights referred to in clause 15.1 are, save to the extent that duly authorised sub-contractors have been used, the Service Provider's own original work and that in performance of the Services it has not infringed and will not infringe any intellectual property right of any third party. The Service Provider further warrants that where duly authorised sub-contractors are used their work will be original.
- 15.3 The Service Provider shall indemnify and keep indemnified the Council against all reasonably foreseeable and legally enforceable actions, claims, demands,

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by the Service Provider of this clause 15

16. INFORMATION

16.1 The Service Provider shall provide the Council with the information specified in the Specification (s) to measure the quality, quantity or otherwise of the Services.

16.2 The Service Provider shall deliver the information required under clause 16.1 in the format, manner, frequency and timescales specified in the Specification and shall ensure that the information is accurate and complete.

16.3 In addition to the information required under clause 16.1, the Council may request from the Service Provider any other information it reasonably requires in relation to this Agreement and the Service Provider shall at its own cost deliver such requested information in a timely manner but in any case within 10 Business Days

17. EQUIPMENT

17.1 The Service Provider shall provide and maintain at its own cost (unless otherwise agreed in writing) all Equipment necessary for the supply of the Services in accordance with any required Consents and shall ensure that all Equipment is fit for the purpose of providing the applicable Services.

18. COMPLAINTS

18.1 The Service Provider shall at all times comply with its Complaint Procedure

18.2 If a complaint is received about the standard of the provision of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Service Provider's obligations under this Agreement, then the Council may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Service Provider, GPhC or/and any Regulatory Body. Without prejudice to any other rights the Council may have under this Agreement, the Council may, in its sole discretion, uphold the complaint and take any action provided for under this Agreement.

19. SERVICE REVIEW

19.1 The Service Provider shall deliver to the Council a Service Quality Performance Report at a frequency agreed between the Parties but not less than at 6 monthly intervals.

19.2 The Service Provider shall submit a Service Quality Performance Report in a form and manner agreed between the LPC (acting on instructions from the Service Provider) and the Council.

19.3 The Council and the LPC (acting on instructions from the Service Provider) shall review and discuss the Service Quality Performance Reports and monitor performance of this Agreement and consider any other matters reasonably required by either Party at Review Meetings, which should be held at a frequency agreed between the Parties but not less than at 6 monthly intervals

19.4 Notwithstanding Clause 19.3, if either the Council or the Service Provider reasonably considers a circumstance constitutes an emergency or otherwise requires immediate resolution that Party may by notice require that a Review Meeting be held as soon as practicable and in any event within 5 Business Days following receipt of that notice by the other Party.

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

20. CO-OPERATION

20.1 The Parties shall at all times act in good faith towards each other.

20.2 The Service Provider shall co-operate fully and liaise appropriately with:

20.2.1 the Council;

20.2.2 any third party supplier who the Service User may be transferred to or from the Service Provider;

20.2.3 any third party supplier which may be providing care to the Service User at the same time as the Service Provider's provision of the relevant Services to the Service User; and

20.2.4 primary, secondary and social care services,

in order to:

20.2.5 ensure that a consistently high standard of care for the Service User is at all times maintained;

20.2.6 ensure a co-ordinated approach is taken to promoting the quality of Service User care across all pathways spanning more than one supplier;

20.2.7 achieve a continuation of the Services that avoids inconvenience, or risk to the health and safety of, Service Users, employees of the Council or members of the public.

21. WARRANTIES AND REPRESENTATIONS

21.1 The Service Provider warrants and represents that:

21.1.1 It has full capacity and authority and all necessary Consents to enter into and perform its obligations under this Agreement and that this Agreement is executed by a duly authorised representative of the Service Provider;

21.1.2 in entering this Agreement it has not committed any Fraud;

21.1.3 all material information supplied by it to the Council 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 Council 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 Service Provider substantially on the terms of this Agreement;

21.1.4 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;

21.1.5 it has the right to permit disclosure and use of Confidential Information for the purpose of this Agreement;

21.1.6 in the 3 years prior to the Commencement Date:

- (i) It has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
- (ii) It has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

- (iii) It has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an on going business concern or its ability to fulfil its obligations under this Agreement; and

21.1.7 No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue.

21.1.8 The Services will be delivered in accordance with the law and good clinical, health and social care practice and by suitably skilled and trained staff.

21.1.9 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge or belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under this Agreement.

- 21.2 The warranties set out in this clause 21 are given on the Commencement Date and repeated on every day during the term of this Agreement.

22. VARIATIONS

- 22.1 This Agreement may not be amended or varied other than in accordance with this clause 22.

- 22.2 Either Party may from time to time during the term of this Agreement, by written notice to the other Party, request a variation to this Agreement (Variation). A notice of Variation shall set out in as much detail as is reasonably practicable the proposed amendment(s).

- 22.3 Where a notice of Variation is issued, the Council and the Service Provider shall enter into good faith negotiations for a period of not more than 30 Business Days from the date of that notice (unless such period is extended by the Parties in writing) with a view to reaching agreement on the proposed Variation, including on any adjustment to the Charges that, in all the circumstances, properly and fairly reflects the nature and extent of the proposed Variation. If the Parties are unable to agree a proposed Variation within such time period (or extended time period), the proposed Variation shall be deemed withdrawn and the Parties shall continue to perform their obligations under this Agreement.

- 22.4 No Variation to this Agreement will be valid or of any effect unless agreed in writing by the Council Representative (or his nominee) and the Service Provider Representative (or his nominee) in accordance with clause 42 (*Notices*). All agreed Variations shall form an addendum to this Agreement.

23. ASSIGNMENT AND SUB-CONTRACTING

- 23.1 The Service Provider shall not assign, delegate, transfer, sub-contract, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the Council in writing:

23.1.1 consenting to the appointment of the sub-contractor (such consent not to be unreasonably withheld or delayed); and

23.1.2 approving the sub-contract arrangements (such approval not to be unreasonably withheld or delayed).

- 23.2 The Council's consent to sub-contracting under clause 23.1 will not relieve the Service Provider of its liability to the Council for the proper performance of any of its obligations under this Agreement and the Service Provider shall be responsible for the acts, defaults or neglect of any Sub-contractor, or its employees or agents in all respects as if they were the acts, defaults or neglect of the Service Provider.

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

23.3 Any sub-contract submitted by the Service Provider to the Council for approval of its terms, shall impose obligations on the proposed sub-contractor in the same terms as those imposed on it pursuant to this Agreement to the extent practicable.

23.4 The Council may assign, transfer, novate or otherwise dispose of any or all of its rights and obligations under this Agreement without the consent of the Service Provider.

24. AUDIT AND INSPECTION

24.1 The Service Provider shall comply with all reasonable written requests made by, GPhC, the National Audit Office, any Authorised Person and the authorised representative of the Local HealthWatch for entry to the Service Provider's Premises for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. The Service Provider may refuse such request to enter the Service Provider's Premises and/or the premises of any Sub-contractor where it would adversely affect the provision of the Services or, the privacy or dignity of a Service User.

24.2 Subject to law and notwithstanding clause 24.1, an Authorised Person may enter the Service Provider's Premises and/or the premises of any Sub-contractor upon reasonable notice for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services. During such visits, subject to law and Good Clinical Practice (also taking into consideration the nature of the Services and the effect of the visit on Service Users), the Service Provider shall not restrict access and shall give all reasonable assistance and provide all reasonable facilities to the Authorised Person.

24.3 Within **10** Business Days of the Council's reasonable request, the Service Provider shall send the Council a verified copy of the results of any audit, evaluation, inspection, investigation or research in relation to the Services, or services of a similar nature to the Services delivered by the Service Provider, to which the Service Provider has access and which it can disclose in accordance with the law.

24.4 The Council shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Service Provider or delay the provision of the Services.

24.5 During any audit undertaken under clause 24.1 or 24.2, the Service Provider shall provide the Council with all reasonable co-operation and assistance in relation to that audit, including:

24.5.1 all reasonable information requested within the scope of the audit;

24.5.2 reasonable access to the Service Provider's Premises; and

24.5.3 access to the staff.

25. INDEMNITIES AND INSURANCE

25.1 The Service Provider shall indemnify and keep indemnified the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever and howsoever arising in respect of, or in any way arising out of, the provision of the Services, in relation to the injury to, or death of, any person, and the loss of, or damage to, any property including property belonging to the Council except and to the extent that it may arise out of the act, default or negligence of the Council, its employees or agents not being the Service Provider or its personnel.

25.2 Without prejudice to its obligations under this Clause 25, the Service Provider shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Service Providers obligations and liabilities under this Clause 25, including but not limited to

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

25.2.1 professional indemnity insurance with a limit of liability of not less than £2 million;
and

25.2.2 public liability insurance with a limit of liability of not less than £5 million; and

25.2.3 employers liability insurance with a limit of liability of not less than £5 million

25.2.4 medical negligence insurance with a limit of liability of not less than £5 million

for any one occurrence

25.3 The Service Provider shall supply to the Council forthwith any relevant policy or a certificate from its insurers or brokers confirming that the Service Provider's insurance policies comply with Clause 25.2 and the Service Provider shall supply to the Council on request copies of all insurance policies, cover notes, premium receipts and other documents necessary to establish compliance with Clause 25.2.

25.4 If the Service Provider fails to take out and maintain the insurance required under Clauses 25.1 and 25.2 then the Council itself may insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by the Council in respect of premiums therefore may be deducted by the Council from any monies due or to become due to the Service Provider under this Agreement or such amount may be recoverable by the Council from the Service Provider as a debt.

25.5 The Service Provider shall procure that any sub-contractors of the Service Provider maintain like insurance cover to that required to be maintained by the Service Provider under this Agreement and any such other insurance cover as may from time to time be reasonably required by the Council.

25.6 The provision of any insurance or the amount or limit of cover will not relieve or limit the Service Provider's liabilities under this Agreement.

25.7 Nothing in this Agreement will exclude or limit the liability of either Party for:

25.7.1 death or personal injury caused by its negligence; or

25.7.2 fraud or fraudulent misrepresentation.

26. DEFAULTS AND FAILURE TO SUPPLY

26.1 In the event that the Council is of the reasonable opinion that there has been a Default which is a material breach of this Agreement by the Service Provider, then the Council may, without prejudice to any other rights or remedies it may have under this Agreement, consult with the Service Provider and then do any of the following:

26.1.1 require the Service Provider to submit a performance improvement plan detailing why the material breach has occurred and how it will be remedied within 10 Business Days or such other period of time as the Council may direct;

26.1.2 without terminating this Agreement, suspend the affected Service in accordance with the process set out in clause 30 (Termination);

26.1.3 without terminating the whole of this Agreement, terminate this Agreement in respect of the affected part of the Services only in accordance with clause 30 (*Termination*) (whereupon a corresponding reduction in the Charges shall be made) and thereafter the Council may supply or procure a third party to supply such part of the Services.

26.1.4 terminate in accordance with clause 30 (Termination) the whole of this Agreement.

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

26.2 If the Council exercises any of its rights under clause 26.1, the Service Provider shall indemnify the Council for any costs reasonably incurred (including reasonable professional costs and any reasonable administration costs) in respect of the supply of any part of the Services by the Council or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Services and provided that the Council uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

27. CONTRACT MANAGEMENT

27.1 If the Service Provider fails to meet a Quality Outcomes Indicator, the Council may request a Contract Management Meeting.

27.2 At the Contract Management Meeting the Council and the Service Provider shall agree a Remedial Action Plan.

27.3 The Council and the Service Provider shall agree the contents of the Remedial Action Plan within 5 Business Days following the Contract Management Meeting;

27.4 The Remedial Action Plan shall set out:

- 27.4.1 milestones for performance to be remedied;
- 27.4.2 the date by which each milestone shall be completed; and
- 27.4.3 the consequences for failing to meet each milestone by the specified date.

27.5 The Service Provider and the Council shall implement or meet the milestones applicable to it within the timescales set out in the Remedial Action Plan.

27.6 The Council and the Service Provider shall record progress made or developments under the Remedial Action Plan in accordance with its terms. The Council and the Service Provider shall review and consider that progress on an ongoing basis and in any event at the next Review Meeting.

27.7 The provisions of this Clause 27 do not affect any other rights and obligations the Parties may have under this Agreement.

28 DISPUTE RESOLUTION

28.1 Any disputes or differences arising between the Parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the Parties hereunder, or any matter or event connected with or arising out of this Agreement shall be resolved by the Parties negotiating in good faith.

28.2 In the absence of resolution in accordance with clause 28.1 above the dispute may be referred by this Agreement of both Parties to a single mediator to be appointed in accordance with the mediation procedures of the Centre for Effective Dispute Resolution (CEDR) Model Mediation procedure 2001 or such later edition as may be in force from time to time or such other organisation which provides mediation services. The mediator shall be agreed upon by the Parties.

28.3 All costs of mediation shall be borne equally by the Parties unless otherwise directed by the mediator.

28.4 The submission of either Party to Clause 28.2 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

29. SUSPENSION AND CONSEQUENCES OF SUSPENSION

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

- 29.1 A suspension event shall have occurred if:
- 29.1.1 the Council reasonably considers that a breach by the Service Provider of any obligation under this Agreement:
- 29.1.1 may create an immediate and serious threat to the health or safety of any Service User; or
- 29.1.2 may result in a material interruption in the provision of any one or more of the Services; or
- 29.1.3 clause 29.1 does not apply, but the Council, acting reasonably, considers that the circumstances constitute an emergency, (which may include an event of Force Majeure) affecting provision of a Service or Services; or
- 29.1.4 the Service Provider is prevented, or will be prevented, from providing a Service due to the termination, suspension, restriction or variation of any Consent,
- (each a **Suspension Event**).
- 29.2 Where a Suspension Event occurs the Council:
- 29.2.1 may by written notice to the Service Provider and with immediate effect suspend any affected Service, or the provision of any affected Service, until the Service Provider demonstrates to the reasonable satisfaction of the Council that it is able to and will perform the suspended Service, to the required standard; and
- 29.2.2 shall where applicable promptly notify GPhC and/or any relevant Regulatory Body of the suspension.
- 29.3 The right to suspend a Service of part thereof under clause 29.2 may only be exercised by the issue of a Notice by the Council to the Service Provider (a Suspension Notice)
- 29.4 During the suspension of any Service under clause 29.2, the Service Provider shall comply with any steps the Council reasonably specifies in order to remedy the Suspension Event, including where the Council's decision to suspend pursuant to clause 29.2 has been referred to dispute resolution under clause 28 (*Dispute Resolution*).
- 29.5 During the suspension of any Service under clause 29.2, the Service Provider will not be entitled to claim or receive any payment for the suspended Service(s) or part thereof
- 29.6 The Parties shall use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users as a result of the suspension of the Service.
- 29.7 Except where suspension occurs by reason of an event of Force Majeure, the Service Provider shall indemnify the Council in respect of any Losses directly and reasonably incurred by the Council in respect of that suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Service).
- 29.8 Following suspension of a Service the Service Provider shall at the reasonable request of the Council and for a reasonable period:
- 29.8.1 co-operate fully with the Council and any Successor supplier of the suspended Service in order to ensure continuity and a smooth transfer of the suspended Service and to avoid any inconvenience to or risk to the health and safety of Service Users, employees of the Council or members of the public; and
- 29.8.2 at the cost of the Service Provider:

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

i) promptly provide all reasonable assistance and all information necessary to effect an orderly assumption of the suspended Service by an alternative Successor supplier; and

ii) deliver to the Council all materials, papers, documents and operating manuals owned by the Council and used by the Service Provider in the provision of the suspended Service.

29.9 As part of its compliance with clause 29.7 the Service Provider may be required by the Council to agree a transition plan with the Council and/or any alternative Successor Supplier.

29.10 If it is determined, pursuant to clause 28 (*Dispute Resolution*), that the Council acted unreasonably in suspending a Service, the Council shall indemnify the Service Provider in respect of any Loss directly and reasonably incurred by the Service Provider in respect of that suspension.

29.11 During any suspension of a Service the Service Provider where applicable will implement the relevant parts of the Business Continuity Plan to ensure there is no interruption in the availability to the relevant Service.

30. TERMINATION

30.1 The Council at its sole discretion can terminate this Agreement at any time by giving 3 months prior written notice to the Service Provider

30.2 If the Service Provider is found to have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of this Agreement, or any other Agreement with the Council, or for showing or forbearing to show favour, or disfavour, to any person in relation to this Agreement, or any other Agreement with the Council, or if the like acts shall have been done by any person employed by the Service Provider, or acting on the Service Provider's behalf (whether with or without the knowledge of the Service Provider), or if in relation to this Agreement, or any other Agreement with the Council, the Service Provider or any other person employed by the Service Provider, or acting on the Service Provider's behalf, shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward to any member or officer of the Council, the receipt of which is an offence under section 117 (2) Local Government Act, 1972, then any such act shall constitute a breach of this Agreement which entitles the Council to treat itself as discharged from further liability under this Agreement and to recover from the Service Provider the full amount of any loss resulting thereto.

30.3 If the Service Provider or (as appropriate) the Service Provider's partners, directors or members of a limited liability partnership:

30.3.1; is in breach of any one of its obligations under this Agreement;

30.3.2 is in persistent or repetitive breach of the Quality Outcomes Indicators

30.3.3 fails to obtain any Consent, loses any Consent, or has any Consent varied or restricted, the effect of which might reasonably be considered by the Council to have a material adverse effect on the provision of the Services;

30.3.4 the Service Provider's necessary registrations are cancelled by the GPhC or other Regulatory Body as applicable;

30.3.5 experiences, in the opinion of the Council, an irreconcilable conflict of interest between the interests of the Council and any other client of the Service Provider;

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

30.3.6 becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal, in respect of its company for a voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;

30.3.7 has an application made under the Insolvency Act 1986 to the Court for the appointment of an administrator or an administrative receiver;

30.3.8 has a winding-up order made, or (except for the purpose of amalgamation or reconstruction) a resolution for voluntary winding-up passed;

30.3.9 has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;

30.3.10 has an administrator or administrative receiver, as defined in the Insolvency Act 1986, appointed;

30.3.11 ceases or threatens to cease to carry on business;

then any such event shall constitute a breach of this Agreement which entitles the Council to treat itself discharged from further liability under this Agreement and to recover from the Service Provider the amount of loss resulting therefrom.

31. CONSEQUENCE OF EXPIRY OR TERMINATION

31.1 Expiry or termination of this Agreement, or termination of any Service, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.

31.2 If the Council elects to terminate this Agreement pursuant to Clauses 30.2, 30.3 or 30.4 the Council shall:

31.2.1 cease to be under any obligation to make further payment;

31.2.2 be entitled to require the Service Provider forthwith to return files, documents or other items belonging to the Council and any other resources licensed, loaned, or hired, to the Service Provider and should the Service Provider fail to return these, to enter onto any site of the Service Provider and repossess all such files, documents, or other items. The Council shall have full and unfettered licence over all drawings, details, descriptive schedules and other documents for use in connection with the provision of the Services.

31.2.3 be entitled to deduct from any sum or sums which would but for Clause 31.2.1 have been due from the Council to the Service Provider under this Agreement or any other Agreement or be entitled to recover the same from the Service Provider as a debt, any loss or damage to the Council resulting from or arising out of the termination of this Agreement. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating this Agreement and in making alternative arrangements for the provision of the Services or any part thereof;

31.2.4 be entitled to employ and pay other persons to provide and complete the provision of the Services or part thereof and to use the Service Provider's files, documents, materials, equipment, vehicles or other goods for the purposes thereof;

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

- 31.2.5 when the total costs, loss and/or damage suffered by the Council resulting from or arising out of the termination of this Agreement have been calculated and after taking into account any deduction made or to be made by the Council from any sum or sums which would have been due to the Service Provider, be entitled to any balance shown as due to the Council which shall be recoverable as a debt.
- 31.3 The Council, the Service Provider and if appropriate any successor provider shall agree a Succession Plan as soon as possible prior to the expiry or termination of this Agreement or termination of any Service for any reason and both Parties will comply with the provisions of the Succession Plan.
- 31.4 On the expiry or termination of this Agreement or termination of any Service the Service Provider shall co-operate fully with the Council to migrate the Services in an orderly manner to the successor supplier.
- 31.5 In the event of termination or expiry of this Agreement, the Service Provider shall cease to use the Council's Confidential Information and on the earlier of the receipt of the Council's written instructions or 12 months after the date of expiry or termination, return all copies of the Confidential Information to the Council.

32. SURVIVAL OF TERMS

- 32.1 The provisions of clauses 7 (*Staff*), 11 (*Charges and Payment*), 13 (*Incidents Requiring Reporting*), 15 (*Service User Health Records*), 16 (*Information*), 23 (*Assignment and Sub-contracting*), 24 (*Audit and Inspection*), 31 (*Consequence of Expiry or Termination*), 34 (*Confidentiality*), 36 (*Freedom of Information and Transparency*) and 37 (TUPE) will survive termination or expiry of this Agreement.

33. BUSINESS CONTINUITY

- 33.1 The Service Provider shall comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.
- 33.2 The Service Provider shall, unless otherwise agreed by the Parties in writing, maintain a Business Continuity Plan and shall notify the Council as soon as reasonably practicable of its activation and in any event no later than **5** Business Days from the date of such activation.

34. CONFIDENTIALITY

- 34.1 Other than as allowed in this Agreement, Confidential Information is owned by the Party that discloses it (the "**Disclosing Party**") and the Party that receives it (the "**Receiving Party**") has no right to use it.
- 34.2 Subject to Clauses 34.3 and 34.4, the Receiving Party agrees:
- 34.2.1 to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Agreement;
- 34.2.2 not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
- 34.2.3 to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

- 34.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:
- 34.3.1 in connection with any dispute resolution under clause 28 (*Dispute Resolution*);
 - 34.3.2 in connection with any litigation between the Parties;
 - 34.3.3 to comply with the law;
 - 34.3.4 to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in clause 34.2;
 - 34.3.5 to comply with a regulatory bodies request.
- 34.4 The obligations in clause 34.1 and clause 34.2 will not apply to any Confidential Information which:
- 34.4.1 is in or comes into the public domain other than by breach of this Agreement;
 - 34.4.2 the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
 - 34.4.3 the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.
- 34.5 The Receiving Party shall indemnify the Disclosing Party and shall keep the Disclosing Party indemnified against Losses and Indirect Losses suffered or incurred by the Disclosing Party as a result of any breach of this clause 34.
- 34.6 The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause 34 by the Receiving Party, and in addition to any right to damages the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause 34. This clause 34 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.
- 34.7 The obligations in clause 34.1 and clause 34.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Council or of any committee, sub-committee or joint committee of the Council or is related to an executive decision of the Council and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Council shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Service Provider and where reasonably practicable shall consider any representations made by the Service Provider.
35. **DATA PROTECTION**
- 35.1 The Service Provider acknowledges its respective duties as Data Controller under the DPA.
- 35.2 The Service Provider shall:
- 35.2.1 only process such Personal Data and/or Sensitive Personal Data as is necessary to perform its obligations under this Agreement,;

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

35.2.2 put in place appropriate technical and organisational measures against any unauthorised or unlawful processing of such Personal Data and/or Sensitive Personal Data, and against the accidental loss or destruction of or damage to such Personal Data and/or Sensitive Personal Data having regard to the specific requirements in clause 35.3 below, the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data and/or Sensitive Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

35.2.3 take reasonable steps to ensure the reliability of staff who will have access to such Personal Data and/or Sensitive Personal Data, and ensure that such staff are properly trained in protecting Personal Data and Sensitive Data;

35.2.4 provide the Council with such information as the Council may reasonably require to satisfy itself that the Service Provider is complying with its obligations under the DPA;

35.2.5 promptly notify the Council of any requests for disclosure of or access to the Personal Data and/or Sensitive Personal Data;

35.2.6 Promptly notify the Council of any breach of the security measures required to be put in place pursuant to this clause 35;

35.3 To the extent that any Council data is held and/or processed by the Service Provider, the Service Provider shall supply that Council data to the Council as requested by the Council.

35.4 The Service Provider shall ensure that Personal Data and Sensitive Personal Data is safeguarded at all times in accordance with the law.

36. FREEDOM OF INFORMATION AND TRANSPARENCY

36.1 The Parties acknowledge their respective duties under the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

36.2 If the Service Provider is not a Public Authority, the Service Provider acknowledges that the Council is subject to the requirements of the FOIA and will assist and co-operate with the Council to enable the Council to comply with its disclosure obligations under the FOIA. Accordingly the Service Provider agrees:

36.2.1 that this Agreement and any other recorded information held by the Service Provider on the Council's behalf for the purposes of this Agreement are subject to the obligations and commitments of the Council under the FOIA;

36.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Council;

36.2.3 that if the Service Provider receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Council) and will promptly (and in any event within 2 Business Days) transfer the request to the Council;

36.2.4 that the Council, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Service Provider and this Agreement either without consulting with the Service Provider, or following consultation with the Service Provider and having taken its views into account; and

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

- 36.2.5 to assist the Council in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by an authority within 5 Business Days of such request and without charge.
- 36.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information.
- 36.4 Notwithstanding any other provision of this Agreement, the Service Provider hereby consents to the publication of this Agreement in its entirety including from time to time agreed changes to this Agreement subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.
- 36.5 In preparing a copy of this Agreement for publication pursuant to clause 36.4 the Council may consult with the Service Provider to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Council's absolute discretion.
- 36.6 The Service Provider shall assist and co-operate with the Council to enable the Council to publish this Agreement.
- 36.7 In order to comply with the Government's policy on transparency in the areas of Agreements and procurement the Council will be disclosing information on its website in relation to expenditure over £500 (five hundred pounds) in relation to this Agreement. The information will include the Service Provider's name and the Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.

37. PREVENTION OF BRIBERY

- 37.1 The Service Provider warrants and undertakes to the Council that:
- 37.1.1 it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- 37.1.2 it will comply with the Council's anti-bribery policy as may be amended from time to time, a copy of which will be provided to the Service Provider on written request;
- 37.1.3 it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with this Agreement complies with this Clause 37;
- 37.1.4 it will not enter into any agreement with any Associated Person in connection with this Agreement, unless such agreement contains undertakings on the same terms as contained in this Clause 37;
- 37.1.5 it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Agreement;
- 37.1.6 from time to time, at the reasonable request of the Council, it will confirm in writing that it has complied with its undertakings under clauses 37.1.1 – 37.1.5 and will provide any information reasonably requested by the Council in support of such compliance;
- 37.1.7 it shall notify the Council as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

38. TUPE

- 38.1.** The Service Provider acknowledges that the Council has made no assurance about the effect of TUPE and has formed its own view on whether TUPE applies before executing this Agreement. The Service Provider agrees that the Contract Price shall not be varied on the grounds that TUPE does or does not apply, irrespective of the belief of the Council or the Service Provider prior to the execution of this Agreement.
- 38.2 The Service Provider shall provide pension rights to Transferring Employees that are the same as or are broadly comparable to or better than those the Transferring Employees had prior to any transfer affected by the award of this Agreement. The Service Provider, if applicable, shall consider seeking admitted body status with the Local Government Pension Scheme or applying to NHS Pensions for permission to employ people on a NHS Pension Scheme for those Transferring Employees that are members of such a scheme. Where applicable, the Service Provider shall comply with the Statement of Practice on Staff Transfers in the Public Sector (2000), the Code of Practice on Workforce Matters in Local Council Service Agreements, Best Value Authorities Staff Transfers (Pensions) Direction 2007 together with any other guidance and/or legislation that is issued from time to time.
- 38.3 No compensation or remuneration shall be payable by the Council, where the nature, extent, effect or character of any obligations acquired by the Service Provider under this Agreement as a result of the effects of TUPE may be different from that envisaged.
- 38.4 The Council does not accept any responsibility for and gives no warranty in respect of the TUPE information which has been supplied to the Service Provider by the Council.
- 38.5 Where the Council has notified the Service Provider that it intends to tender or retender any of the Services, the Service Provider shall on written request of the Council and in any event within 20 Business Days of that request (unless otherwise agreed in writing), provide the Council with all reasonably requested information on the staff engaged in the provision of the relevant Services to be tendered or retendered that may be subject to TUPE.
- 38.6 The Service Provider shall not in anticipation of the termination of this Agreement change the identity of any of the employees engaged in providing the Services, increase or decrease the number of employees or vary any of the terms and conditions on which they are employed unless otherwise agreed in writing by the Council and shall indemnify and hold harmless the Council from and against any breach of this Clause 38.
- 38.7 The Service Provider agrees to ensure that at no time during the term of this Agreement will any employees be wholly or exclusively employed in the provision of the Services and furthermore it will not structure its work force in such a way that TUPE may become applicable on termination of this Agreement and for the avoidance of doubt this clause 38.7 will survive termination of this Agreement.
- 38.8 The Service Provider shall indemnify and keep indemnified the Council and any Successor Provider against any losses incurred by the Council and/or the Successor Provider arising from any act or omission by the Service Provider in connection with any claim or demand by any transferring employee under TUPE.

39. GRATUITIES

- 39.1 The Service Provider shall not, whether itself, or by any person employed by it to provide the Services, solicit or accept any gratuity or any other reward, tip or any other form of money taking, collection or charge for any part of the Services other than charges properly approved by the Council in accordance with the provisions of this Agreement.

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

40. LEGAL PROCEEDINGS

- 40.1 The Service Provider shall notify the Council's Representative immediately upon becoming aware of any accident, damage, or breach of any statutory provision relating in any way to the provision of or connected with the Services.
- 40.2 If requested to do so by the Council's Representative and at its own expense, the Service Provider shall provide the Council's Representative with any relevant information in connection with any litigation, arbitration or other dispute in which the Council may become involved or any relevant disciplinary hearing internal to the Council and shall give evidence in such inquiries or proceedings or hearings, arising out of the provision of the Services.
- 40.3 The Service Provider shall at its own expense fully assist the Local Government Ombudsman, the Audit Commission, the District Auditor, the Council's Internal Auditor, the Council's Monitoring Officer and any other body or person as may be specified by the Council's Representative with any investigations, enquiries or complaints relating to allegations of maladministration or other irregularities or improprieties in connection either directly or indirectly with the Agreement such assistance to include the prompt disclosure to such body or person as aforesaid of all relevant information and documentation.
- 40.4 Should any part of the Services involve the Service Provider in performing duties or exercising powers under some other Agreement it shall upon becoming aware of anything which is likely to give rise to arbitration or litigation under that other Agreement forthwith notify the Council's Representative of any such matter together with such particulars as are available.

41. RECOVERY OF SUMS DUE TO THE COUNCIL

- 41.1 Whenever under this Agreement any sum of money shall be recoverable from or payable by the Service Provider to the Council the same may be deducted from any sum then due or which at any time thereafter may become due to the Service Provider under this Agreement or any other Agreement between the Parties.

42. NOTICES

- 42.1 Any demand, notice, or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee, or if sent by prepaid first class recorded delivery post or facsimile transmission to the registered office or last known address of the Party to be served therewith and if so sent, subject to proof to the contrary, be deemed to have been received by the addressee on the second Business Day after the date of posting or on successful transmission, as the case may be.

43. FORCE MAJEURE

- 43.1 Either Party reserves the right to defer the date of delivery or payment or cancel the Agreement or reduce the provision of the Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Council including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce) or restraints or delays affecting carriers or inability or delay in obtaining supplies or adequate or suitable materials.
- 43.2 If the performance of a Party's obligations under this Agreement is in the opinion of that Party likely to be hindered, delayed or affected by a reason falling within Clause 43.1 the Party so affected shall promptly notify the other Party in writing of that fact. If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this Agreement by written notice to the other Party.

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

44. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

44.1 Any rights of any person who is not a party to this Agreement to enforce the terms of this Agreement pursuant to the Agreements (Rights of Third Parties) Act 1999 are excluded.

45. SEVERABILITY

45.1 If any provision or part of any provision of this Agreement is declared invalid or otherwise unenforceable, the provision or part of the provision as applicable will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining part of that provision or other provisions of this Agreement.

46. WAIVER

46.1 Any relaxation or delay by either Party in exercising any right under this Agreement will not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.

47. PUBLICITY

47.1 Without prejudice to clause 36 except with the written consent of the Council, (such consent not to be unreasonably withheld or delayed), the Service Provider shall not make any press announcements in relation to this Agreement in any way.

47.2 The Service Provider shall take all reasonable steps to ensure the observance of the provisions of clause 47.1 by all its staff, servants, agents, consultants and sub-contractors.

48. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

48.1 Nothing in this Agreement creates a partnership or joint venture or relationship of employer and employee or principal and agent between the Council and the Service Provider.

49. ENTIRE AGREEMENT

49.1 This Agreement constitutes the entire agreement and understanding of the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Agreement, except for any Agreement entered into between the Council and the Service Provider which relates to the same or similar services to the Services and is designed to remain effective until the Service Commencement Date.

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

50. GOVERNING LAW AND JURISDICTION

50.1 This Agreement will be governed by and interpreted in accordance with English law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

50.2 Subject to the provisions of clause 28 (*Dispute Resolution*), the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement.

IN WITNESS whereof this Agreement has been signed by the Parties hereto and is intended to be and is hereby delivered on the day and year first above written.

SIGNED on behalf of)
THE CORNWALL COUNCIL)

.....
Authorised Officer

SIGNED on behalf of BOOTS UK LIMITED

.....
Director

Witnessed by

Name

Address

Occupation

2013/14
PUBLIC HEALTH SERVICES AGREEMENT

SCHEDULE 1

Council/Service Provider's Representatives

Council:

Name: Felicity Owen
Director Public Health for Cornwall and the Isles of Scilly

Address: Sedgemoor Centre
Priory Road
St Austell
PL25 5AS

Email: Felicity.Owen@CIOSPCT.cornwall.nhs.uk
Telephone: 01726 627802

Service Provider:

Name: [NAME]

Address: [INSERT ADDRESS TO BE USED FOR CONTACT PURPOSES]

Email: [EMAIL]
Telephone: [CONTACT NUMBER/S]

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

**APPENDIX A
SERVICE SPECIFICATION (S)**

**2013/14
PUBLIC HEALTH SERVICES AGREEMENT**

**APPENDIX B
PAYMENT SCHEDULE**