
CONTRACT BETWEEN

[INSERT NAME]

AND

**ROTHERHAM DONCASTER AND SOUTH HUMBER NHS
FOUNDATION TRUST**

**FOR THE PROVISION OF NEEDLE EXCHANGE SERVICES
AND SUPERVISED CONSUMPTION SERVICES**

Section A
The Particulars

PARTIES

(1) Rotherham Doncaster and South Humber NHS Foundation Trust, Woodfield House, Tickhill Road, Doncaster, DN4 8QN (the “Trust”); and

(2) [insert legal company name and registered address] (the “Provider”).

IT IS AGREED

A1. CONTRACT

A1.1. This Contract comprises of:

- a) Section A (the *Particulars*);
- b) The Appendices (A to E in that order);
- c) Section B (the *Service Specification*); and
- d) Section C (the *Key Performance Indicators and Information Requirements*),

as completed and agreed by the Parties and as varied from time to time in accordance with clause A45 (*Variations*),

(together the “Contract”).

A2. INTERPRETATION

A2.1. This Contract shall be interpreted in accordance with Appendix A (*Interpretations and Definitions*), unless the context requires otherwise.

A2.2. If there is any conflict or inconsistency between the provisions of this Contract, such conflict or inconsistency must be resolved according to the following order of priority:

- a) Section B (the *Service Specification*);
- b) Section C (the *Key Performance Indicators and Information Requirements*); and
- c) Section A (the *Particulars*).

A3. COMMENCEMENT AND DURATION

A3.1. The Provider shall provide Services under this Contract from 01 April 2017 (the “**Service Commencement Date**”) and shall expire automatically on 31 March 2020 (the “**Expiry Date**”), unless it is extended or terminated earlier in accordance with clause A3.2 or clause A55.

A3.2. The Trust may extend the term of this Contract by giving the Provider three (3) months written notice of such intention before the Expiry Date. If extended by the Trust the Expiry Date will be extended by the period set out in the notice.

A4. REPRESENTATIVES

A4.1. The person set out below is authorised to act on behalf of the Trust on all matters relating to this Contract (the “**Trust Representative**”).

Name: Iona Johnson
Title: Head of Contracting and Performance
Contact Details: Iona.Johnson@rdash.nhs.uk (01302 798114)

A4.2. The person set out below is authorised to act on behalf of the Trust on all matters relating to delivery of the Service or Service User care under this Contract (the “**Trust Service Representative**”).

Name: Stuart Green
Title: Substance Misuse Manager
Contact Details: Stuart.Green@rdash.nhs.uk (01302 303900)

A4.3. The person set out below is authorised to act on behalf of the Provider on all matters relating to this Contract (the “**Provider Representative**”).

Name: [insert]
Title: [insert]
Contact Details: [insert]

A4.4. The person set out below is authorised to act on behalf of the Provider on all matters relating to delivery of the Service or Service User care under this Contract (the “**Provider Service Representative**”).

Name: [insert]
Title: [insert]
Contact Details: [insert]

A4.3. The Trust may replace the Trust Representative and the Provider may replace the Provider Representative at any time by giving written notice to the other Party.

A5. NOTICES

A5.1. Any notices given under this Contract shall be in writing and shall be served by hand or post by sending the same to the address for the relevant party set out in clause A5.3.

A5.2. Notices:

- a) by post and correctly addressed shall be effective upon earlier actual receipt, or 5 Business Days after mailing; or
- b) by hand shall be effective upon delivery.

A5.3. For the purposes of clause A5.2 the address for the service of notices on each Party shall be as follows:

a) for the Trust:

Address: Rotherham Doncaster and South Humber NHS Foundation Trust
Contracts Department
Bungalow 1, St Catherine’s Close
Tickhill Road
Doncaster
DN4 8QN
For the attention of: Iona Johnson
Tel: 01302 798114

b) for the Provider:

Address: [insert]
[insert]
[insert]
[insert]
[insert]
For the attention of: [insert]
Tel: [insert]

A5.4. Either Party may change its address in clause A5.3 by serving notice in accordance with clause A5.

A6. ENTIRE CONTRACT

A6.1. This Contract constitutes the entire agreement and understanding between the Parties and supersedes any previous agreement between the Parties relating to the subject matter of this Contract.

A7. THE AUTHORITY AND AUTHORITY CONTRACT

A7.1. The Trust holds a contract for Adult Substance Misuse Recovery System, dated 1 April 2016 (the “**Authority Contract**”) with Doncaster Metropolitan Borough Council (the “**Authority**”). The Provider acknowledges that the Trust is entering into this Contract with the Provider as a sub-contractor of the Authority Contract and the terms of this Contract are drafted as such.

A7.2 As a result of clause A7.1 the Provider will:

- a) assist the Trust in complying to the terms of the Authority Contract they hold with the Authority in relation to the Service;
- b) reasonably adjust any of the timescales set out in this Contract to allow the Trust to meet any timescales it owes to the Authority under the Authority Contract, in relation to the Service; and
- c) agree to the Trust sharing any information provided by the Provider under this Contract to the Authority, subject to Law and Good Clinical Practice.

A7.3. Clauses A49 (*Default and Failure to Supply*) and A50 (*Contract Management*) are mimicked in their entirety as obligations between the Trust and the Authority in the Authority Contract. Therefore, the Provider will co-operate and, where necessary, share the responsibility of any actions (including penalties) with the Trust; which the Trust owes under the Authority Contract in relation to these similar clauses, provided such action is directly related to the Service under this Contract or the Provider’s default in any obligations it holds under this Contract.

A7.4. Due to conditions of this clause A7 the Provider shall be entitled to see the general, non-commercially sensitive clauses (as determined by the Trust) of the contract between the Trust and the Authority to which the Provider would have an obligation under in clauses A7.2 and A7.3.

A7.5. As a result of clause A7.1 the Provider acknowledges that any requests the Trust makes of the Provider under this Contract may be on behalf of the Authority, or on behalf of the Trust itself to assist the Trust in meeting their obligations under the Authority Contract.

A7.5. For the purpose of clarity and confirmation, the Authority is not a party to this Contract, nor is the Provider a party to the Authority Contract.

A8. SERVICES

A8.1. The Provider shall provide the Service in accordance with Section B (the *Service Specification*), including any service limitations set out in it, and in accordance with the provisions of this Contract.

A9. SERVICE USER INVOLVEMENT

A9.1. The Provider shall engage, liaise and communicate with Service Users, their Carers and Legal Guardians in an open and clear manner in accordance with the Law, Good Clinical Practice and their human rights.

A9.2. As soon as reasonably practicable following any reasonable request from the Trust, the Provider must provide evidence to the Trust of the appropriate involvement of Service Users, Carers, Legal Guardians and Staff in the development of the Service.

A9.3. The Provider must carry out Service User surveys and any other surveys reasonably required by the Trust in relation to the Service. The form, frequency and method of reporting such surveys (if any) must comply with the requirements set out in Section C (*Key Performance Indicators and Information Requirements*) or as otherwise agreed between the Parties from time to time.

A9.4. The Provider must assist the Trust in reviewing and providing a written report to the Authority on the results of each survey carried out under clause A9.3. This may require the Provider to review the results of surveys undertaken by it and to provide a written report to the Trust.

A9.5. The Provider must identify any actions reasonably required to be taken by the Provider in response to the surveys carried out under clause A9.3 and implement such actions as soon as practicable.

A9.6. If required by the Trust the Provider must publish, and allow the Trust to publish, the outcomes and actions taken by the Provider or the Trust in relation to the surveys identified under clause A9.3.

A10. CARE PLANNING

Not applicable

A11. UNMET NEEDS

A11.1. Where the Provider believes that a Service User, or a group of Service Users, as well as those to whom the Provider is not providing a Service, may have unmet health or social care needs, then the Provider will notify the Trust as soon as possible, who shall in turn notify the Authority (who is responsible for making an assessment to determine what remedial steps are required to be taken).

A12. SERVICE ENVIRONMENT

A12.1. The Provider shall at all times comply with the Law, Good Clinical Practice and any applicable quality requirement in relation to the Service environment and shall ensure that the Service environment is fit for the purpose of providing the Service and is clean, safe, suitable, sufficient, adequate, functional, accessible and effective.

A13. WITHHOLDING AND/OR DISCONTINUATION OF SERVICE

A13.1. Except where required by Law, the Provider shall not be required to provide or to continue to provide the Service to any Service User:

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- a) who is in the reasonable professional opinion of the Provider is unsuitable to receive the relevant Service, for as long as that unsuitability remains;
 - b) who displays abusive, violent or threatening behaviour unacceptable to the Provider acting reasonably and taking into account the mental health of that Service User; or
 - c) where expressly instructed not to do so by an emergency service provider who has authority to give such instruction, for so long as that instruction applies.

A13.2. If the Provider proposes not to provide or to stop providing a Service to any Service User under clause A13.1:

- a) where reasonably possible, the Provider must explain to the Service User, taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it;
- b) the Provider must tell the Service User of the right to challenge the Provider's decision through the Provider's complaints procedure and how to do so; and
- c) the Provider must inform the Trust by phone then in writing without delay and wherever possible in advance of taking such action,

provided that nothing in this clause A13.2 entitles the Provider not to provide or to stop providing the Service where to do so would be contrary to the Law.

A13.3. In deciding to exclude any Service User from the Service(s) described in this contract the Provider must comply with any applicable Trust exclusion policies or procedures, as updated from time to time. Any such policies or procedures will be provided to the Provider by the Trust on request.

A14. TRANSFER OF DISCHARGE FROM CARE OBLIGATIONS

Not applicable

A15. QUALITY OUTCOMES AND PERFORMANCE

A15.1. The Provider must carry out the Service in accordance with the Law and Good Clinical Practice and must, unless otherwise agreed (subject to Law):

- a) comply, where applicable, with the registration and regulatory compliance guidance of CQC, if applicable, and any other Regulatory Body;
- b) respond, where applicable, to all requirements and enforcement actions issued from time to time by CQC or any other Regulatory Body;
- c) consider and respond to the recommendations arising from any audit, death, Serious Incident report or Patient Safety Incident report;
- d) comply with the recommendations issued from time by a Competent Body;
- e) comply with the recommendations from time to time contained in Guidance and appraisals issued by NICE;
- f) respond to any reports and recommendations made by Local HealthWatch; and
- g) comply with Section C (*Key Performance Indicators and Information Requirements*).

A16. MANAGING ACTIVITY

A16.1. The Provider must manage Activity in accordance with Section B (the *Service Specification*) and must comply with all reasonable requests of the Trust to assist it and the Authority with understanding and managing the levels of Activity for the Service.

A17. EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION

A17.1. The Parties must 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.

A17.2. The Provider must 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 to hearing, oral or learning impairments).

A17.3. In performing this Contract the Provider must comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:

- a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by the Equality Act 2010;
- b) advance equality of opportunities between persons who share a relevant protected characteristic (as defined in the Equality Act 2010) and persons who do not share it; and
- c) foster good relations between persons who share a relevant protected characteristic (as defined by the Equality Act 2010),

and for the avoidance of doubt this obligation shall apply whether or not the Provider is a public authority for the purpose of section 149 of the Equality Act 2010.

A17.4. As soon as reasonably practicable following any reasonable request from the Trust the Provider must provide the Trust with a plan detailing how it will comply with its obligations under clause A17.3.

A17.5. The Provider must provide the Trust as soon as reasonably practicable, any information the Trust or the Authority reasonably requires to:

- a) monitor the equity of access to the Services; and
- b) fulfil its obligations under the Law.

A17.6. The Trust and the Provider must each have and at all times maintain an Equality Impact Assessment in accordance with the Law.

A18. SERVICE USER HEALTH RECORDS

A18.1. Service user records are defined as; the information the Provider collects on individual service users in order to deliver, and in the course of delivering, the Service(s). For the purposes of this Contract such records are defined at all times as medical records and will be treated as such. The Provider must create, maintain, store and retain Service User health records for all Service Users. The Provider must retain Service User health records for the periods of time required by Law and securely destroy them thereafter in accordance with any applicable Guidance.

A18.2. The Provider must:

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- a) use Service User health records solely for the execution of the Provider's obligations under this Contract; and
 - b) give each Service User full and accurate information regarding his/her treatment and service received.

A18.3. The Provider must at all times during the term of this Contract have an information governance lead and maintain compliance with level 2 of the IG toolkit, or any successor standard. The Provider shall notify the Trust of their identity and contact details prior to the Service Commencement Date. If the Provider replaces its information governance lead at any time during the term of this Contract, it shall promptly notify the Trust of the identity and contact details of such replacement(s).

A18.4. The Trust has an obligation under the Authority Contract to; within 40 calendar days of receiving a continuation of care form through the Trust's information governance team from the Authority promptly transfer or deliver a copy of the Service User health records held by the Trust for any Service User for which the Authority is responsible to a third party provider of healthcare and social care services designated by the Authority. The Provider must assist this Trust in meeting this obligation, for the purpose of this clause A18.4 this applies to Service User health records held by the Provider for the purpose of delivering the Service.

A19. INCIDENTS REQUIRING REPORTING

A19.1. If the Provider is CQC registered it shall comply with the requirements and arrangements for notification of deaths and other incidents to CQC in accordance with CQC Regulations and if the Provider is not CQC registered it shall notify Serious Incidents to any Regulatory Body as applicable, in accordance with the Law.

A19.2. If the Provider gives notification to the CQC or any other Regulatory Body under clause A19.1 which directly or indirectly concerns any Service User, the Provider must send a copy of it to the Trust within 1 Business Day.

A19.3. The Provider must 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 have been agreed between the Trust and the Authority as contained in the Authority Contract; an extract of this can be found at Appendix B (*Incidents Requiring Reporting Procedure*).

A19.4. Subject to the Law, the Trust shall have complete discretion to use the information provided by the Provider under this clause A19 and Appendix B (*Incidents Requiring Reporting Procedure*).

A20. COMPLAINTS

A20.1. The Provider must at all times comply with the relevant regulations for complaints relating to the provision of Service.

A20.2. If a complaint is received about the standard of the provision of the Service or about the manner in which any aspect of the Service has 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 Provider's obligations under this Contract, then the Trust may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Provider, CQC and/or any Regulatory Body. Without prejudice to any other rights the Trust may have under this Contract, the Trust may, in its sole discretion, uphold the complaint and take any action specified in clause 49 (*Defaults and Failure to Supply*).

A20.3. The Provider accepts that the Trust may pass its requirements under clause A20 to the Authority if it deems necessary.

A21. SERVICE IMPROVEMENTS AND BEST VALUE DUTY

A21.1. The Provider must to the extent reasonably practicable co-operate and assist the Trust in any obligations it has in relation to Best Value Duty.

A21.2. During the term of this Contract at the reasonable request of the Trust the Provider must:

- a) demonstrate how it is going to secure continuous improvement in the way in which the Service is delivered having regard to a combination of economy, efficiency and effectiveness and the Parties may agree a continuous improvement plan for this purpose; and
- b) implement such improvements.

A21.3. If requested by the Trust, the Provider must identify any improvements that have taken place in accordance with clause A21.2, by reference to any measurable criteria notified to the Provider by the Trust.

A22. EQUIPMENT

A22.1. The Provider must provide and maintain at its own cost (unless otherwise agreed in writing) all Equipment necessary for the supply of the Service in accordance with any required Consents and must ensure that all Equipment is fit for the purpose of providing the Service, as applicable.

A23. PLACE OF SAFETY

Not applicable

A24. CONSENT

A24.1. The Provider must comply with the Trust's Service User consent policy which complies with Good Clinical Practice and the Law. Copies of Trust policies can be found via the Trust Public Website alternatively should any local policy be in place or the Provider need to be made aware of the specific policy the Trust Service Representative will provide, inform and advise at the request of the Provider.

A25. AUDIT AND INSPECTION

A25.1. The Provider must comply with all reasonable written requests made by, any Authorised Person or Regulatory Body and the authorised representative of Local Health Watch for entry to the Provider's Premises and/or the premises of any Sub-contractor for the purposes of auditing, viewing, observing and inspecting such premises and/or the provision of the Service, and for information relating to the provision of the Service. The Provider may refuse such request to enter the Provider's Premises and/or the premises of any Sub-contractor where it would adversely affect the provision of the Service or, the privacy of dignity of a Service User.

A25.2. Subject to Law and notwithstanding clause A25.1 an Authorised Person may enter the Provider's Premises and/or the premises of any Sub-contractor without notice for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Service. During such visits, subject to Law and Good Clinical Practice (also taking into consideration the nature of the Service and the effect of the visit on Service Users), the Provider must not restrict access and must give all reasonable assistance and provide all reasonable facilities to the Authorised Person.

A25.3. Within 8 Business Days of the Trust's reasonable request, the Provider must send the Trust a verified copy of the results of any audit, evaluation, inspection, investigation or research in

relation to the Service, or services of a similar nature to the Service delivered by the Provider, to which the Provider has access and which it can disclose in accordance with the Law.

A25.4 The Trust shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Provider or delay the provision of Service.

A25.5. During any audit undertaken under clause A25.1 or A25.2, the Provider must provide the Trust with all reasonable co-operation and assistance in relation to that audit, including:

- a) all reasonable information requested within the scope of the audit;
- b) reasonable access to the Provider's Premises and/or the premises of any Sub-contractor;
and
- c) access to the Staff.

A26. ELMINIATING MIXED SEX ACCOMODATION

Not applicable

A27. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

A27.1 In providing the Service under this Contract the Provider shall comply with the Trust's safeguarding policies as amended from time to time. Copies of the Trust's safeguarding policies can be obtained on request of the Trust by the Provider and are also available on the Trust's public website.

A27.2. At the reasonable written request of the Trust and by no later than 10 Business Days following receipt of such request, the Provider must provide evidence to the Trust that it is addressing any safeguarding concerns.

A27.3. The Provider shall assist the Trust, where reasonable, when the Trust participates in the development of any local multi-agency safeguarding quality indicators and/or plan.

A28. HUMAN RIGHTS

A28.1. The Provider must not do or permit to allow anything to be done which is incompatible with the rights contained in the European Convention on Human Rights and the Human Rights Act 1998. Without prejudice to the rights of the Trust under clause A43 (*Indemnities*), the Provider must indemnify the Trust against Losses, claims and expenditure resulting from the Provider's breach of this clause A28 (*Human Rights*).

A29. HEALTH AND SAFETY

A29.1. The Provider must promptly notify the Trust of any health and safety hazards which may arise in connection with the performance of this Contract.

A29.2. The Provider must comply with the requirements of the Health and Safety at Work Act 1974 and any other Law, orders, regulations and codes of practice relating to health and safety which may apply to Staff and other persons working on the Provider's Premises in the performance of this Contract.

A29.3. The Provider must on written request from the Trust and in any event within 3 Business Days of that request, provide the Trust with a copy of its health and safety policy statement (as required by the Health and Safety at Work Act 1974).

A30. STAFF

A30.1. At all times, the Provider must ensure that:

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- a) each of the Staff is suitably qualified and experienced, adequately trained and capable of providing the applicable Service in respect of which they are engaged;
 - b) there is an adequate number of Staff to provide the Service properly in accordance with the provisions of Section B (the *Service Specification*);
 - c) where applicable, Staff are registered with the appropriate professional regulatory body; and
 - d) each of the Staff is aware of and respects equality and human rights of colleagues and Service Users.

A30.2. If requested by the Trust, the Provider shall as soon as practicable and by no later than 10 Business Days following receipt of that request, provide the Trust with evidence of the Provider's compliance with clause A30.1.

A30.3. The Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of Service receives:

- a) proper and sufficient continuous professional and personal development, training and instruction; and
- b) full and detailed appraisal (in terms of performance and on-going education and training),

each in accordance with Good Clinical Practice and standards of any applicable relevant professional body.

A30.4. Before the Provider engages or employs any person in the provision of the Service, or in any activity related to, or connected with, the provision of the Service, the Provider must without limitation, complete the Employment Checks.

A31. DISCLOSURE AND BARRING SERVICE

A31.1. The Provider must have policies and procedures in place which acknowledge and provide for on-going monitoring of Staff, including compliance with any legal requirements.

A32. TUPE

A32.1. The Provider must ensure that any Sub-contractors will comply with this clause A32 (*TUPE*); in which case Provider will have the same meaning as Sub-contractor and Contract shall have the same meaning as Sub-contract for the purpose of this clause A32 (*TUPE*).

A32.2. The Provider must comply with its obligations under TUPE in relation to any persons who transfer to the employment of the Provider by operation of TUPE as a result of this Contract. The Provider will ensure a smooth transfer of those persons in its employment.

A32.3. The Parties have agreed that, in circumstances that TUPE applies, they will be bound by the latest published version of the TUPE terms and conditions as set out in the NHS Standard Contract. For the purpose of clarification, the Trust will have the responsibilities and rights of Commissioner, as set out in those terms and conditions.

A33. INTELLECTUAL PROPERTY AND BRANDING

A33.1. The Provider must comply with and assist the Trust in complying with the Authority's local branding policy and guidelines, as revised, updated or re-issued from time to time.

A33.2. The Provider must comply with the Trust's branding policies and guidelines, as revised, updated or re-issued from time to time; provided they do not conflict with those identified in clause A33.1.

A33.3. Except as set out expressly in this Contract, no Party will acquire the IPR of the other Party.

A33.4. The Provider now grants the Trust and the Authority a fully paid-up non-exclusive licence to use the Provider IPR relevant to the service(s) described within this contract for the duration of this Contract for the purposes of the exercise of its functions and obtaining the full benefit of the Service, which will include the dissemination of best practice to other providers who have a contract with the Trust/Authority.

A34. PUBLICITY

A34.1. Without prejudice to clause A39 (*Freedom of Information and Transparency*), except with the written consent of the Trust (such consent not being unreasonably withheld or delayed), the Provider must not make any press announcements in relation to this Contract in any way.

A34.2. The Provider must take all reasonable steps to ensure the observance of the provisions of clause A34.1 by all its Staff, servants, agents, consultants and Sub-contractors.

A35. CO-OPERATION

A35.1. The Parties must at all times act in good faith towards each other.

A35.2. The Provider must co-operate fully and liaise appropriately with:

- a) the Trust;
- b) the Authority;
- c) any third party provider who the Service User may be transferred to or from the Provider;
- d) any third party provider which may be providing care to the Service User at the same time as the Provider's provision of the relevant Services to the Service User; and
- e) primary, secondary and social care services.

in order to:

- f) ensure that a consistently high standard of care for the Service User is at all times maintained;
- g) ensure a co-ordinated approach is taken to promoting the quality of Service User care across all pathways spanning more than one provider; and
- h) achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, Service Users, employees of the Trust or members of the public.

A35.3. If required or reasonably requested by the Trust to do so, the Provider must through the period of this Contract and for a period of 6 years after the expiry of this Contract give all reasonable assistance to the Trust's Board of Directors or any other board with a similar status, in order to answer questions pertaining to this Contract.

A36. ASSIGNMENT AND SUB-CONTRACTING

A36.1. The written consent of the Trust shall be obtained by the Provider prior to any sale, assignment, novation, sub-licence, sub-contract or other disposal of this Contract or any rights or obligations of the Provider (in whole or in part) in this Contract to any person, organisation or legal entity.

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- A36.2. The Provider must not assign, delegate, transfer, sub-contract, change or otherwise dispose of all or any of its rights or obligations under this Contract without the Trust in writing:
- a) consenting to the appointment of any Successor Provider or Sub-contractor (such consent not to be unreasonably withheld or delayed); and
 - b) approving the Successor Provider Sub-contract arrangements (such approval not unreasonably withheld or delayed).
- A36.3. The Provider acknowledges and agrees that it is a condition precedent to any such consent being sought from the Trust and that that Trust shall have the right to:
- a) impose any conditions upon the Provider and/or any person, organisation or legal entity acquiring this Contract or any rights or obligations of the Provider (in whole or part) in this Contract by way of assignment, novation of any other method;
 - b) require any person mentioned in this clause A36 (*Assignment and Sub-Contracting*) to submit to and fulfil any and all criteria for qualitative selection based on which the Trust entered into this Contract with the Provider for the delivery of the Services; and
 - c) be indemnified upon its request, against all claims, damages, Losses, expenses, liabilities or proceedings, whether under statute or common law in relation to giving its consent.
- A36.4. The Trust shall be entitled to assign either the whole or any part of this Contract and any of its rights or obligations hereunder.
- A36.5. In the event that the Provider enters into any Sub-contract in connection with this Contract it shall:
- a) remain responsible to the Trust for the performance of its obligations under this Contract notwithstanding the appointment of any Sub-contractor and be responsible for the acts, omissions and neglects of its Sub-contractor;
 - b) impose obligations on its Sub-contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-contractor complies with such terms; and
 - c) provide a copy, at no charge to the Trust, of any such Sub-contract on receipt of a request for such by the Trust's Representative.
- A36.6. The Trust shall be entitled to novate, assign or sub-contract this Contract to any other body which substantially performs any of the functions that previously had been performed by the Trust.

A37. CONFIDENTIALITY

- A37.1. Other than as allowed in this Contract, Confidential Information is owned by the Party that discloses it (the "**Disclosing Party**") and the Party that receives it (the "**Receiving Party**") has not right to use it.
- A37.2. Subject to clauses A37.3 and A37.4, the Receiving Party agrees:
- a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Contract;
 - b) 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

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- c) to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt or written demand from the Disclosing Party.

A37.3. The Receiving Party may disclose the Disclosing Party's Confidential Information:

- a) in connection with any dispute resolution under clause A51 (*Dispute Resolution*);
- b) in connection with any litigation between the Parties;
- c) to comply with the Law;
- d) 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 A37.2;
- e) if the Receiving Party is the Trust, to the Authority, 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 A37.2; and
- f) to comply with the request of a Regulatory Body.

A37.4. The obligations in clause A37.1 and clause A37.2 will not apply to Confidential Information which:

- a) is or comes into the public domain other than by breach of this Contract;
- b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
- c) the Receiving Party can prove that it was obtained or was able to obtain it from a source other than the Disclosing Party without breaching an obligation of confidence.

A37.5. The Receiving Party shall indemnify the Disclosing Party and shall keep the Disclosing Party indemnified against direct Losses and Indirect Losses suffered or incurred by the Disclosing Party as a breach of this clause A37 (*Confidentiality*).

A37.6. The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause A37 (*Confidentiality*) 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 A37 (*Confidentiality*).

A37.7. This clause A37 (*Confidentiality*) shall not limit the Public Interest Disclosure Act 1998 in anyway whatsoever.

A38. DATA PROTECTION

A38.1. The Parties acknowledge their respective duties under the DPA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

A38.2. To the extent that the Provider is acting as Data Processor on behalf of the Trust, the Provider shall, in particular, but without limitation:

- a) only process such Personal Data as necessary to perform its obligations under this Contract, and only in accordance with any instruction given by the Trust under this Contract;
- b) put in place appropriate technical and organisation measures against any unauthorised or unlawful processing of such Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements in clause A38.3

below, the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data is affected by such unauthorised or unlawful processing or by its loss, damage or destruction;

- c) take reasonable steps to ensure the reliability of Staff who will have access to such Personal Data, and ensure that such Staff are properly trained in protecting Personal Data;
- d) provide the Trust with such information as the Trust may reasonably require to satisfy itself that the Provider is complying with its obligations under the DPA;
- e) promptly notify the Trust of any requests for disclosure of or access to the Personal Data;
- f) promptly notify the Trust of any breach of the security measures required to be put in place pursuant to this clause A38 (*Data Protection*); and
- g) ensure it does not knowingly or negligently do or omit to do anything which places the Trust in breach of the obligations under the DPA or their obligations under the Authority Contract in relation to data protection.

A38.3. To the extent that any Trust data is held and/or processed by the Provider, the Provider shall supply that Trust data to the Trust as requested by the Trust.

A38.4. The Provider and the Trust shall ensure that Personal Data is safeguarded at all times in accordance with the Law. This shall include without limitation obligations on the Provider to:

- a) appoint an information guardian, who will take the lead for information governance and from whom the Trust shall receive reports on information governance matters which could be deemed to be of interest to the Trust including, but not limited to, details of all incidents of data loss and breach of confidence;
- b) (where transferred electronically) transfer only essential data that is:
 - (i) necessary for direct Service User care; and
 - (ii) encrypted to National Standards (this includes, but is not limited to, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes),
- c) have policies which are rigorously applied that describe individual personal responsibilities for handling Personal Data;
- d) where appropriate have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of such recordings; and
- e) obtain the prior written permission of the Trust prior to disclosing or to Sub-contract any work requiring the processing of information.

A38.5. The Provider shall immediately advise the Trust of any suspected or actual breaches of security in respect of Personal Data.

A38.6. The Provider shall, upon request of the Trust, return all Personal Data and any copies thereof under the Provider's power or control.

A38.7. All Personal Data remains the property of the Trust and the Provider shall therefore obtain no rights of any nature in the Personal Data.

A39. FREEDOM OF INFORMATION AND TRANSPARENCY

A39.1. The Parties acknowledge their respective duties under the FOIA and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

A39.2. If the Provider is not a Public Authority, the Provider acknowledges that the Trust and the Authority are subject to the requirements of the FOIA and will assist and co-operate with the Trust to enable the Trust to comply with its disclosure obligations under the FOIA. Accordingly the Provider agrees:

- a) that this Contract and any other recorded information held by the Provider on the Trust's behalf for the purposes of this Contract are subject to the obligations and commitments of the Trust or the Authority under the FOIA;
- b) 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 Trust;
- c) that if the Provider receives a request for information under the FOIA, it will not respond to any such request (unless directed to do so by the Trust) and will promptly (and in any event within 1 Business Day) transfer the request to the Trust;
- d) that the Trust or the Authority, 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 Provider and this Contract either without consulting with the Provider, or following consultation with the Provider having taken its views into account; and
- e) to assist the Trust in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with 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 the Trust within 3 Business Days of such request and without charge.

A39.3. The Parties acknowledge that, except or any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.

A39.4. Notwithstanding any other provision of this Contract, the Provider hereby consents to the publication of this Contract in its entirety including from time to time agreed changes to this Contract subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.

A39.5. In preparing a copy of this Contract for publication pursuant to clause A39.4 the Trust may consult with the Provider to inform its decision making regarding any redactions by the final decision in relation to the redaction of information shall be at the Trust's absolute discretion.

A39.6. The Provider must assist and co-operate with the Trust to enable the Trust to publish this Contract, if so required.

A40. COUNTER-FRAUD AND SECURITY MANAGEMENT

A40.1. The Provider must put in place and maintain appropriate counter fraud and security management arrangements.

A40.2. The Provider must take all reasonable steps, in accordance with good industry practice, to prevent Fraud by Staff and the Provider in connection with the receipt of monies from the Trust.

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- A40.3. The Provider must notify the Trust immediately if it has reason to suspect that any Fraud has occurred or is likely to occur.
- A40.4. If the Provider or its Staff commits Fraud in relation to this Contract or any other contract with the Trust, the Trust may terminate this Contract by written notice to the Provider with immediate effect (and terminate any other contract the Provider has with the Trust) and the Trust may recover from the Provider the amount of any Losses suffered by the Trust resulting from termination, including the cost reasonably incurred by the Trust in making other arrangements for the supply of the Services for the remainder of the term of this Contract if it has not previously been terminated.
- A40.5. If the Provider or its Staff commits Fraud in relation to this Contract, which results in the Authority terminating the contract they have with the Trust; and the Authority, as a direct result of termination due to the Provider's Staff's Fraud, seeks to recover from the Trust the amount of Loss suffered by the Authority resulting from the terminating, including the cost reasonably incurred by the Authority in making other arrangements for the supply of services under their contract with the Trust, then the Trust may recover these sums from the Provider for the remainder of the term of this Contract if it had not previously been terminated.

A41. INSURANCE

- A41.1. The Provider shall, and shall procure that any Sub-contractor will, at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing the following levels of cover:
- a) public liability insurance with a limit of indemnity of not less than £10,000,000 (ten million) in relation to any one claim or series of claims;
 - b) employers liability insurance with a limit of indemnity of not less than £10,000,000 (ten million); and
 - c) medical negligence insurance with a minimum level of indemnity of not less than £10,000,000 (ten million) in relation to any one claim or series of claims;

and shall ensure that all professional consultants and Sub-contractors involved in the provisions of the Service hold and maintain the above appropriate levels of cover, together the "**Required Insurances**".

- A41.2. The Provider and any Sub-contractor must give to the Trust, on request, a copy of the valid certificates of the Required Insurances.
- A41.3. The provision of insurance or the amount or limit of cover will not relieve or limit the Provider's liabilities under this Contract.

A42. WARRANTIES AND REPRESENTATIONS

- A42.1. The Provider warrants and represents that:
- a) it has full capacity and authority to enter into this Contract and all necessary Consents have been obtained and are in full force and effect;
 - b) its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets;
 - c) in entering this Contract it has not committed any Fraud;
 - d) all reasonably material information supplied by it to the Trust leading to the execution of this Contract is, to its reasonable knowledge and belief, true and accurate and it is not

aware of any material facts or circumstances which have not been disclosed to the Trust which would, if disclosed, be likely to have an adverse effect on a reasonable a reasonable NHS Trust's decision whether or not to contract with the Provider substantially on the terms of this Contract;

- e) 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 Contract;
- f) it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract;
- g) in the 3 years prior to the Service Commencement Date:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material aspects with the generally accepted accounting principles that apply to it in any county 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
 - (iii) it has not done or omitted to do anything which would or 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 Contract; and
- h) 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 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 Provider's assets or revenue.

A42.2. The Trust warrants and represents that:

- a) it has full power and authority to enter into this Contract and all necessary approvals and Consents have been obtained and are in full force and effect;
- b) its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it;
- c) it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract; and
- d) 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 Contract.

A42.3. The warranties set out in this clause A42 (*Warranties and Representations*) are given on the Service Commencement Date and are repeated on every day during the term of this Contract.

A43. INDEMNITIES

A43.1. The Provider shall indemnify and keep indemnified the Trust against all actions, proceedings, costs, claims, demands, liabilities, Losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Contract, or breach of its statutory duty or breach of an obligation under the DPA, save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Contract or breach of statutory duty of breach of an obligation under the DPA by the Trust.

A44. LIMITATION OF LIABILITY

- A44.1. Neither Party shall be liable to the other Party (as far as permitted by Law) for Indirect Losses in connection with this Contract.
- A44.2. Each Party must at all times take all reasonable steps to minimise and mitigate any Losses for which it is entitled to be indemnified by or bring a claim against the other Party pursuant to this Contract.
- A44.3. Nothing in this Contract will exclude or limit the liability of either Party for:
- a) death or personal injury caused by its negligence; or
 - b) Fraud or fraudulent misrepresentation.

A45. VARIATIONS

- A45.1. This Contract may not be amended or varied other than in accordance with this clause A45 (*Variations*).
- A45.2. The Trust reserves the right to review and amend this Contract on an annual basis (or more frequently if appropriate) to take account of changes in national policy, funding and local needs.
- A45.3. Either Party may from time to time during the term of this Contract, by written notice to the other Party, request a Variation. A Variation Notice must set out in as much detail as is reasonably practicable the proposed Variation(s).
- A45.4. If a Variation Notice is issued, the Trust and the Provider must enter into good faith negotiations for a period of not more than 30 Business Days from the date of that Variation 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 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 Contract.
- A45.5. No Variation to this Contract will be valid or of any effect unless agreed in writing by the Trust Representative (or their nominee) seeking the relevant authorisations and executed by the Trust's chief executive and finance director (or their deputies) and the Provider Representative (or their nominee) seeking the relevant authorisations and executed by the authorised signatories (or their representatives) of the Provider, in accordance with clause A5 (*Notices*). All agreed Variations shall form an addendum to this Contract.

A46. CHARGES AND PAYMENT

- A46.1 Subject to any provision within this Contract to the contrary (including without limitation those relating to withholding and or retention) in consideration for the provision of Service in accordance with the terms of this Contract, the Trust shall pay the Provider the Charges.
- A46.2. The Charges shall be set out in Appendix C (*Charges*).
- A46.3. The Trust will not release payment of the Charges until the Provider has first signed and returned this Contract.
- A46.4. Subject to clause A46.3 the Provider shall invoice the Trust and the Trust will pay the Provider the Charges, in accordance with Appendix C (*Charges*) and any agreed Variation.
- A46.5. The monies payable to the Provider shall be inclusive of all costs, expenses and disbursements in connection with the Service including without limitation, all fees, labour, courier, photocopying,

trainee costs, research, secretaries and librarians time, attendance at meetings, equipment, goods, materials, transport, meals, insurance, administration, operating costs, telephones, faxes, profit and all general risks, taxation, duties, liabilities and obligations set out in or implied as necessary to comply with this Contract.

A46.6. In its performance of this Contract that Provider shall not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User (other than in accordance with this Contract, the Law and/or Guidance).

A46.7. The Trust may retain or set off any sums owed to the other Party which have fallen due and payable against any sum due to the other Party under this Contract or any other agreement between the Parties.

A47. PROHIBITED ACTS

A47.1. Neither Party shall do any of the following:

- a) offer, give, or agree to give the other Party (or any of its officer, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this Contract or any other contract with the other Party, or showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the other Party; and
- b) in connection with this Contract, pay or agree to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the other Party,

(together the “**Prohibited Acts**”).

A47.2. If either Party or its employees or agents (or anyone acting on its or their behalf) commits any Prohibited Act or commits any offence under the Bribery Act 2010 with or without the knowledge of the other Party in relation to this Contract, the non-defaulting Party shall be entitled:

- a) to exercise its right to terminate under clause A55 (*Termination*) and to recover from the defaulting Party the amount of any loss resulting from the termination;
- b) to recover from the defaulting Party that amount or value of any gift, consideration or commission concerned; and
- c) to recover from the defaulting Party any loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence.

A47.3. Each Party must provide the other Party upon written request with all reasonable assistance to enable that Party to perform any activity required for the purposes of complying with the Bribery Act 2010. Should either Party request such assistance the Party requesting assistance must pay the reasonable expenses of the other Party arising as a result of such request.

A47.4. The Provider must either have its own policy or adhere to the Trust’s anti-bribery policy for the purposes of preventing any of its Staff from committing a prohibited act under the Bribery Act 2010. Evidence of such adherence must be disclosed to the Trust within 3 Business Days of the Trust requesting it and enforced by the Provider where applicable. Copies of Trust policies can be found via the Trust Public Website alternatively should any local policy be in place or the Provider need to be made aware of the specific policy the Trust Service Representative will provide, inform and advise at the request of the Provider.

A47.5. Should the Provider become aware of or suspect any breach of this clause A47 (*Prohibited Acts*), it will notify the Trust immediately. Following such notification, the Provider must respond

promptly and fully to any enquiries of the Trust, co-operate with any investigation undertaken by the Trust or the Authority and allow the Trust or the Authority to audit any books, records and other relevant documentation.

A48. REVIEW MEETINGS

A48.1. The Parties must review, discuss and monitor performance against the delivery of all elements of this Contract (including Section A (*the Particulars*), Section B (*the Service Specification*), Section C (*Key Performance Indicators and Information Requirements*) and any appendices) and any reports provided under this Contract and consider any other matters reasonably required by either Party at a Review Meeting which should be held in the form and at intervals set out in Appendix D (*Review Meetings*).

A48.2. Notwithstanding clause A48.1, if either the Trust or the Provider:

- a) reasonably considers a circumstance constitutes an emergency or otherwise requires immediate resolution; or
- b) considers that a Joint Investigation Report requires consideration sooner than the next scheduled Review Meeting,

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 that notice.

A49. DEFAULTS AND FAILURE TO SUPPLY

A49.1. In the event that the Trust is of the reasonable opinion that there has been a Default which is a material breach of this Contract by the Provider, then the Trust may, without prejudice to any other rights or remedies it may have under this Contract including clause A50 (*Contract Management*), consult with the Provider and then do any of the following:

- a) require the 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 Trust may direct;
- b) without terminating this Contract, suspend the affected Service in accordance with the process set out in clause A52 (*Suspension and Consequences of Suspension*); and
- c) without terminating the whole of this Contract, terminate this Contract in respect of the affected part of the Service only in accordance with clause A55 (*Termination*) (whereupon a corresponding reduction in the Charges shall be made) and thereafter the Trust may supply or procure a third party to supply such part of the Service.

A49.2. If the Trust exercises any of its rights under clause A49.1, the Provider must indemnify the Trust for any costs reasonably incurred (including reasonable professional costs and any reasonable administration costs) in respect of the supply of any part of the Service by the Trust or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Service as provided that the Trust uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Service.

A50. CONTRACT MANAGEMENT

A50.1. If the Parties have agreed a consequence in relation to the Provider failing to meet requirement contained in Section C (*Key Performance Indicators and Information Requirements*) and the Provider fails to meet the requirement, the Trust may exercise the agreed consequence immediately and without issuing a Contract Query, irrespective of any other rights the Trust may have under this clause A50 (*Contract Management*).

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- A50.2. The provisions of this clause A50 (*Contract Management*) do not affect any other rights and obligations the Parties may have under this Contract.
- A50.3. Clauses A50.19, A50.23, A50.24 and A50.26 will not apply if the Provider's failure to agree or comply with the Remedial Action Plan (as the case may be) is as a result of an act or omission of the unreasonableness of the Trust.

Contract Query

- A50.4. If the Trust has a Contract Query it may issue a Contract Query Notice to the Provider.
- A50.5. If the Provider has a Contract Query it may issue a Contract Query Notice to the Trust.

Excusing Notice

- A50.6. The Receiving Party may issue an Excusing Notice to the Issuing Party within 5 Business Days of the date of the Contract Query Notice.
- A50.7. If the Issuing Party accepts the explanation set out in the Excusing Notice, it must withdraw the Contract Query Notice in writing within 10 Business Days following the date of the Contract Query Notice.

Contract Management Meeting

- A50.8. Unless the Contract Query Notice has been withdrawn, the Trust and the Provider must meet to discuss the Contract Query and any related Excusing Notice within 10 Business Days following the date of the Contract Query Notice.
- A50.9. At the Contract Management Meeting the Trust and the Provider must agree either:
- a) that the Contract Query Notice is withdrawn; or
 - b) to implement an appropriate Remedial Action Plan; or
 - c) to conduct a Joint Investigation.

- A50.10. If a Joint Investigation is to be undertaken:
- a) the Trust and the Provider must agree the terms of reference and timescale for the Joint Investigation (being no longer than 4 weeks) and the appropriate clinical and/or non-clinical representatives from each Party to participate in the Joint Investigation; and
 - b) the Trust and the Provider may agree an Immediate Action Plan to be implemented concurrently with the Joint Investigation.

Joint Investigation

- A50.11. On completion of a Joint Investigation, the Trust and the Provider must produce and agree a JI Report. The JI Report must include (without limitation) a recommendation to be considered at the next Review Meeting that either:
- a) the Contract Query be closed; or
 - b) Remedial Action Plan be agreed and implemented.
- A50.12. Either the Trust or the Provider may require a Review Meeting to be held at short notice in accordance with the provisions of this Contract to consider a JI Report.

Remedial Action Plan

- A50.13. If a Remedial Action Plan is to be implemented, the Trust and the Provider must agree the consents of the Remedial Action Plan within:
- a) 5 Business Days following the Contract Management Meeting; or
 - b) 5 Business Days following the Review Meeting in the case of a Remedial Action Plan recommended under clause B29.11.
- A50.14. The Remedial Action Plan must set out:
- a) milestones for performance to be remedied;
 - b) the date by which each milestone must be completed; and
 - c) subject to the maximum sums identified in clause A50.23, the consequences for failing to meet each milestone by the specified date.
- A50.15. The Provider and the Trust must implement or meet the milestones applicable to it within the timescales set out in the Remedial Action Plan.
- A50.16. The Trust and the Provider must record progress made or developments under the Remedial Action Plan in accordance with its terms. The Trust and the Provider must review and consider that progress on an on-going basis and in any event at the next Review Meeting.
- A50.17. If following implementation of a Remedial Action Plan:
- a) the matters that gave rise to the relevant Contract Query Notice have been resolved, it must be noted in the next Review Meeting that the Remedial Action Plan has been completed;
 - b) any matter that gave rise to the relevant Contract Query Notice remains, in the reasonable opinion of the Trust or the Provider, unresolved, either may issue a further Contract Query Notice in respect of that matter.

Withholding Payment for Failure to Agree Remedial Action Plan

- A50.18. If the Trust or the Provider cannot agree a Remedial Action Plan within the relevant period specified in clause A50.13, they must jointly notify the Boards of Directors of both the Provider and the Trust.
- A50.19. If, 10 Business Days after notifying the Boards of Directors, the Trust and the Provider still cannot agree a Remedial Action Plan, the Trust may withhold up to 2% of the monthly sums payable by it under clause A46 (*Charges and Payment*) for each further month the Remedial Action Plan is not agreed.
- A50.20. The Trust must pay the Provider any sums withheld under clause A50.19 within 10 Business Days of receiving the Provider's agreement to the Remedial Action Plan. Unless clause A50.25 applies, those sums are to be paid without interest.

Exception Reports

- A50.21. If a Party breaches a Remedial Action Plan and does not remedy the breach within 5 Business Days of its occurrence, the Provider or the Trust (as the case may be) may issue a First Exception Report to that Party's chief executive and/or Board of Directors. If the Party in breach is the Provider, the Trust may withhold payment from the Provider in accordance with clause A50.23.

A50.22. If following issue of the First Exception Report, the breach of the Remedial Action Plan is not rectified within the timescales indicated in the First Exception Report, the Trust or the Provider (as the case may be) may issue a Second Exception Report to:

- a) the relevant Party's chief executive and/or Board of Directors; and/or;
- b) CQC or any other Regulatory Body,

in order that each of them may take whatever steps they think as appropriate.

Withholding of Payment at First Exception Report for Breach of Remedial Action Plan

A50.23. If the Provider breaches a Remedial Action Plan:

- a) the Trust may withhold, in respect of each milestone not met, up to 2% of the aggregate monthly sums payable by the Trust under clause A46 (*Charges and Payment*), from the date of issuing the First Exception Report and for each month the Provider's breach continues, subject to a maximum monthly withholding of 10% of the aggregate monthly sums payable by the Trust under clause A46 (*Charges and Payment*) in relation to each Remedial Action Plan;
- b) the Trust must pay the Provider any sums withheld under clause A50.23(a) within 10 Business Days following the Trust's confirmation that the breach of the Remedial Action Plan has been rectified. Subject to clause A50.25 no interest will be payable on those sums.

Retention of Sums Withheld at Second Exception Report for Breach of Remedial Action Plan

A50.24. If the Provider is in breach of a Remedial Action Plan the Trust may, when issuing any Second Exception Report retain permanently any sums withheld under clause A50.23.

Unjustified Withholding or Retention of Payment

A50.25. If the Trust withholds sums under clause A50.19 or clause A50.23 or retain sums under clause A50.24, and within 20 Business Days of the date of that withholding or retention (as the case may be) the Provider produces evidence satisfactory to the Trust that the relevant sums were withheld or retained unjustifiably, the Trust must pay those sums to the Provider within 10 Business Days following the date of the Trust's acceptance of that evidence, together with interest at the Default Interest Rate for the period for which the sums were withheld or retained. If the Trust does not accept the Provider's evidence then Provider may refer the matter to the Dispute Resolution as in clause A51 (*Dispute Resolution*).

Retention of Sums Withheld on Expiry or Termination of this Contract

A50.26. If the Provider does not agree a Remedial Action Plan:

- a) within 6 months following the expiry of the relevant time period set out in Clause A50.13; or
- b) before the Expiry Date or earlier termination of this Contract,

whichever is earlier, the Trust may retain permanently any sums withheld under clause A50.19.

A50.27. If the Provider does not rectify a breach of a Remedial Action Plan before the Expiry Date or earlier termination of this Contract, the Trust may retain permanently any sums withheld under clause A50.23.

A51. DISPUTE RESOLUTION

A51.1. If a dispute arises between the Trust and the Provider in relation to any matter which cannot be resolved such dispute shall be referred to the Trust Representative and the Trust Service

Representative and the Provider Representative and the Provider Service Representative for escalation and possible resolution.

A51.2. If the dispute cannot be resolved within 10 Business Days of the referral in clause A51.1 then each of the Parties shall arrange for a more senior representatives than those referred to in clause A51.1 to meet solely in order to resolve the matter in dispute. i.e. the Board of Directors of the Parties. Such meetings shall have the minutes taken and be chaired by the Trust (however, the chairman shall not have the casting vote). Such meetings shall be conducted in such manner and at such venue (including a meeting over electronic communications) as to promote consensual resolution of the dispute in question at the discretion of the chairman.

A51.3. If the meeting(s) referred to in clause A51.2 does not resolve the matter in question then the Parties will attempt to settle it by mediation in accordance with the CEDR model mediation procedure:

- a) to initiate mediation either Party may give notice in writing (a "**Mediation Notice**") to the other Party requesting mediation of the dispute and shall send a copy thereof to the CEDR asking the CEDR to nominate a mediator;
- b) the mediation shall commence within 28 Business Days of the Mediation Notice being served;
- c) neither Party will terminate such mediation until each of them has made its opening presentation and the mediator has met with each of them separately for at least one hour. Thereafter, the CEDR model mediation procedure will apply; and
- d) the Parties will co-operate with any person appointed as mediator providing him with such information and other assistance as he shall require and will pay his costs, as he shall determine or in the absence of such determination such costs will be shared equally,

neither Party to the mediation will commence legal proceedings against the other until 30 Business Days after such mediation of the dispute in question has failed to resolve the dispute.

A52. SUSPENSION AND CONSEQUENCES OF SUSPENSION

A52.1. A Suspension Event shall have occurred if:

- a) the Trust reasonably considers that a breach by the Provider of any obligation under this Contract:
 - (i) may create an immediate and serious threat to the health or safety of a Service User; or
 - (ii) may result in a material interruption in the provision of any one of more of the Services; or
- b) clause A52.1 does not apply, but the Trust, acting reasonably, considers that the circumstances constitute an emergency, (which may include an event of Force Majeure) affecting provision of Service; or
- c) the Provider is prevented, or will be prevented, from providing the Service due to the termination, suspension, restriction or variation of any Consent,

(each a "**Suspension Event**").

A52.2. Where a Suspension Event occurs the Trust:

- a) may by written notice to the Provider with immediate effect suspend any affected Service, or the provision of any affected Service, until the Provider demonstrates to the reasonable

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- satisfaction of the Trust that it is able to perform the suspended Service, to the required standard; and
- b) must where applicable promptly notify the CQC and/or any relevant Regulatory Body of the suspension.
- A52.3. During the suspension of the Service under clause A52.2, the Provider must comply with any steps the Trust reasonably specifies in order to remedy the Suspension Event, including where the Trust's decision to suspend pursuant to clause A52.2 has been referred to dispute resolution under clause A51 (*Dispute Resolution*).
- A52.4. During the suspension of the Service under clause A52.2, the Provider will not be entitled to claim or receive any payment for the suspended Service except in respect of:
- a) all or part of the suspended Service the delivery of which took place before the date on which the relevant suspension took effect in accordance with clause A52.2; and/or
- b) all or part of the suspended Service which the Provider continues to delivery during the period of suspension in accordance with clause A52.5.
- A52.5. The Parties must 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.
- A52.6. Except where suspension occurs by reason of an event of Force Majeure, the Provider must indemnify the Trust in respect of any Losses directly and reasonably incurred by the Trust in respect of that suspension (including for the avoidance of doubt Losses incurred in re-contracting the suspended Service).
- A52.7. Following suspension of a Service the Provider must at the reasonable request of the Trust and for a reasonable period:
- a) co-operate fully with the Trust and any Successor Provider of the suspended Service in order to ensure continuity and a smooth transfer of the suspended Service and to avoid any inconvenience or risk to the health and safety of Service Users, employees of the Trust or members of the public; and
- b) at the cost of the Provider:
- (i) promptly provide all reasonable assistance and all information necessary to effect an orderly assumption of the suspended Service by the Successor Provider; and
- (ii) deliver to the Trust all materials, papers, documents and operating manuals owned by the Trust and used by the Provider for the provision of the suspended Service.
- A52.8. As part of its compliance with clause A52.7 the Provider may be required by the Trust to agree a transition plan with the Trust and/or any alternative Successor Provider.
- A52.9. If it is determined, pursuant to clause A51 (*Dispute Resolution*), that the Trust acted unreasonably in suspending a Service, the Trust must indemnify the Provider in respect of any Loss directly and reasonably incurred by the Provider in respect of that suspension.
- A52.10. During the suspension of a Service the 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.

A53. BUSINESS CONTINUITY

A53.1. The Provider must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.

A53.2. The Provider shall at all times during the term of this Contract maintain its ability to provide the Service(s) and shall ensure that it is able to offer to the Trust the elements of the Service(s) deemed essential, as identified by the Trust from time to time such as, but not limited to, unavailability of pharmacist, unavailability of premises and lost prescriptions .

A53.3. The Provider shall have and at all times maintain an up to date plan agreed with the Trust to ensure that continual availability of elements of the Service(s) deemed essential, as identified by the Trust from time to time, in the event of an interruption or suspension of the Providers ability to provide them.

A54. FORCE MAJEURE

A54.1. Where a Party is (or claims to be) affected by an event of Force Majeure, it must take all reasonable steps to mitigate the consequences of it, resume performance of its obligations under this Contract as soon as practicable and use its reasonable efforts to remedy its failure to perform its obligations under this Contract.

A54.2. Subject to clause A54.1, the Party claiming relief as a result of an event of Force Majeure will be relieved from liability under this Contract to the extent that because of the event of Force Majeure it is not able to perform its obligations under this Contract.

A54.3. The Party claiming relief as a result of an event of Force Majeure must serve an initial written notice on the other Party immediately as it becomes aware of the event of Force Majeure. This initial notice shall give sufficient details to identify the particular event. The Party claiming relief must then serve a detailed written notice within a further 10 Business Days. This detailed notice shall contain all relevant available information relating to the failure to perform the relevant obligations under this Contract as is available, including the effect to the event of Force Majeure, the mitigating action being taken and estimate of the period of time required to overcome it and resume full delivery of Services.

A54.4. A Party cannot claim relief as a result of an event for Force Majeure, if the event of Force Majeure is attributable to that Party's wilful act, neglect or failure to take reasonable precautions against the relevant event of Force Majeure.

A54.5. The Trust shall not be entitled to exercise its rights to withholdings and/or deduction of payments under this Contract, to the extent that the circumstances giving rise to such rights arise as a result of an event of Force Majeure.

A54.6. It is acknowledged and accepted by the Provider that an event of Force Majeure on the Authority may result in an event of Force Majeure on the Trust due to the sub-contracting arrangements described in clause A7 (*The Authority and Authority Contract*).

A55. TERMINATION

A55.1. Subject to clause A55.2 and clause A55.3 either Party may terminate this Contract or any Service by giving the other Party not less than 3 months written notice at any time after the Service Commencement Date.

A55.2. If the Authority serves notice on the Authority Contract in line with the terms of the Authority Contract, then the Trust may serve any notice on the Provider under this Contract to allow this Contract to terminate on the same date as the Authority Contract. In order to apply this clause, A55.2, the Trust must notify the Provider within 10 Business Days of receiving such notice from the Authority; in the event that this is not provided clause A55.1 or A55.3 will apply as appropriate.

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- A55.3. The Trust may terminate this Contract in whole or part with immediate effect by written notice to the Provider if:
- a) the Provider is in persistent breach of its obligations under this Contract (including Section A (the *Particulars*), Section B (the *Service Specification*), Section C (Key Performance Indicators and Information Requirements) and any appendices);
 - b) the Provider:
 - (i) fails to obtain any Consent;
 - (ii) loses any Consent; or
 - (iii) has any Consent varied or restricted,the effect of which might reasonably be considered by the Trust or the Authority to have a material adverse effect on the provision of the Service;
 - c) the Provider has breached the terms of clause A47 (*Prohibited Acts*);
 - d) any of the Provider's necessary registrations are cancelled by the CQC or other Regulatory Body as applicable;
 - e) the Provider materially breaches its obligations in clause A38 (*Data Protection*);
 - f) two or more Second Exception Reports are issued to the Provider under clause A50.22 (*Contract Management*) within any rolling 6 month period which are not disputed by the Provider, or if disputed, are upheld under Dispute Resolution;
 - g) the Provider breaches the terms of clause A36 (*Assignment and Sub-Contracting*);
 - h) a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrance takes possession of any of the Provider's property of equipment;
 - i) the Provider ceases or threatens to cease to carry on business in the United Kingdom; and
 - j) the Provider has breached any of its obligations under this Contract and that breach materially and adversely affects the provision of the Services in accordance with this Contract, and the Provider has not remedied that breach within 40 Business Days following receipt of notice from the Trust identifying the breach.
- A55.4. Either Party may terminate this Contract or any Service by written notice, with immediate effect, if and to the extent that the Trust, the Authority or the Provider suffers an event of Force Majeure and such event of Force Majeure persists for more than 30 Business Days without the Parties agreeing alternative arrangements.
- A55.5. The Provider may terminate this Contract or any Service with immediate effect by written notice to the Trust if the Trust is in material breach of any obligation under this Contract provided that if the breach is capable of remedy, the Provider may only terminate this Contract under this clause A55.5 if the Trust has failed to remedy such breach within 40 Business Days of receipt of notice from the Provider to do so.

A56. CONSEQUENCE OF EXPIRY OR TERMINATION

- A56.1. Expiry or termination of this Contract, or termination of the 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.
- A56.2. On the expiry or termination of this Contract or termination of any Service for any reason the Trust, the Provider and as appropriate the Authority and any Successor Provider, will agree a Succession Plan and the Parties will comply with the provisions of the Succession Plan.
- A56.3. On the expiry or termination of this Contract or termination of any Service the Provider must cooperate fully with the Trust and the Authority to mitigate the Service in an orderly manner to the Successor Provider.
- A56.4. In the event of termination or expiry of this Contract, the Provider must cease to use the Trust's Confidential Information and on the earlier receipt of the Trust's written instructions or 12 months after the date of expiry or termination, return all copies of the Confidential Information to the Trust.
- A56.5. If this Contract is terminated directly or indirectly by the Trust exercising its rights under clause A55.3 (*Termination*) and this termination directly results in the Authority terminating the Authority Contract, which results in the Authority procuring services from an alternative provider, and the cost of doing so exceeds the amount that would have been payable to the Trust for providing the same service under the Authority Contract, then the Authority, acting reasonably, is entitled to recover from the Trust the excess cost and all reasonable related professional and administration costs the Authority incurs (in each case). Should the Authority exercise this right then the Trust shall be entitled to recover this amount (to the extent reasonable) from the Provider, for a period of 6 months following termination of this Contract.
- A56.6. The provisions of clauses A7 (*The Authority and Authority Contract*), A18 (*Service User Health Records*), A19 (*Incidents Requiring Reporting*), A25 (*Audit and Inspection*), A30 (*Staff*), A36 (*Assignment and Sub-contracting*), A37 (*Confidentiality*), A39 (*Freedom of Information and Transparency*), A46 (*Charges and Payment*) and A56 (*Consequence of Expiry or Termination*) will survive the termination or expiry of this Contract.

A57. THIRD PARTY RIGHTS

- A57.1. No term of this Contract is intended to confer a benefit on or to be enforceable by, any person who is not a Party to this Contract.

A58. SEVERABILITY

- A58.1. If any provision or part of any provision of this Contract is declared invalid or otherwise unenforceable, the provision or part of the provision as applicable will be severed from this Contract and this will not affect the validity and/or enforceability of the remaining part of that provision or other provisions of this Contract.

A59. WAIVER

- A59.1. Any relaxation or delay by either Party in exercising any right under this Contract will not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.

A60. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

- A60.1. Nothing in this Contract creates a partnership or joint venture or relationship of employer and employee or principal and agent between the Trust and the Provider.

A60.2. The Provider must not in any circumstances hold itself out as being the servant or agent of the Trust. The Provider must not hold itself out as being authorised to enter into any agreement on behalf of the Trust or in any way bind the Trust to the performance, variation, release or discharge of any obligation to a third party.

A60.3. The Provider must take all reasonable steps to ensure the observance of the provisions of clause A60.2 by all its Staff, servants, agents, consultants and any Sub-contractor.

A61. GOVERNING LAW AND JURISDICTION

A61.1. This Contract will be governed by and interpreted in accordance with the Law of England and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

A61.2. Subject to the provisions of clause A51 (*Dispute Resolution*), the Parties agree that the Courts of England and Wales have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Contract.

A62. AUTHORISATION

For and on behalf of:

(a) Rotherham Doncaster and South Humber NHS Foundation Trust

Kathryn Singh (Chief Executive)

Date:

Paul Wilkin (Director of Finance)

Date:

(b) Insert Provider name

Insert Name & Job Title of authorised signatory

Date:

Section B
Service Specifications

SERVICE SPECIFICATION FOR:

(a) the provision of NEEDLE EXCHANGE SERVICES – Doncaster area

NDB1. POPULATION NEEDS

NDB1.1. Introduction

Doncaster Metropolitan Borough Council (the “**Authority**”) made a decision to reshape drug and alcohol services in Doncaster and procure a ‘whole system’ recovery focused Substance Misuse service; the Adult Substance Misuse Recovery System (the “**System**”).

Rotherham Doncaster and South Humber NHS Foundation Trust (the “**Trust**”) submitted a bid in partnership with The Alcohol and Drug Service (“**ADS**”) to deliver the System, in which they were successful.

In order to effectively deliver the System, the Trust and ADS will sub-contract with various organisations for the delivery of needle exchange services.

NDB1.2. Strategic context

Section B (*the Service Specification*) has been developed in line with the Adult Substance Misuse Recovery System service specification detailed in the Authority Contract.

NDB1.3. Vision

In the delivery of the System the Trust and ADS will be supporting Service Users to reduce and stop using alcohol and drugs. The System will be underpinned by a recovery approach which involves three overarching principles; wellbeing, citizenship and freedom from dependence.

The System will enable Service Users to develop their potential, improve their overall health and well-being, build relationships with others, achieve their goals, and contribute to their community. This will involve addressing people’s Substance Misuse earlier, and developing and building the Service User’s recovery capital (the assets needed to start and sustain recovery from Substance Misuse dependence). These assets include:

- a) social capital; e.g. family, partners, children, friends and peers;
- b) physical capital; e.g. financial assets and stable accommodation;
- c) human capital; e.g. employment, education, skills, mental and physical health; and
- d) cultural capital e.g. values, beliefs and attributes held by the Service User,

To maximise and sustain the recovery capital the Service must work collaboratively with partners and mutual aid and recovery networks to increase opportunities within the community throughout treatment and on leaving the Service.

The Service will be easy to access and deliver a range of effective, evidence based interventions which meet the needs of the Service User whilst also having a holistic family approach.

NDB2. KEY SERVICE OUTCOMES

NDB2.1. Outcomes

Key outcomes for Service Users within the System (which will be supported by the Service) are:

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- a) freedom from dependence on drugs or alcohol;
 - b) prevention of drug related deaths and infection by blood borne viruses;
 - c) a reduction in crime and re-offending;
 - d) sustained employment and promotion of increased employability;
 - e) the ability to access and sustain suitable accommodation;
 - f) improvement in mental and physical well-being; and
 - g) improved relationship with family members and partners.

NDB3. SCOPE

NDB3.1. Aims and objectives of the Service

The aim of the Service is to assist the System in reducing illicit and other harmful Substance Misuse and increase the numbers recovering from dependence.

This aim will be achieved by the System (with the support of the Service) through the following objectives:

- a) improving and increasing access and engagement into the System for those needing support for their Substance Misuse;
- b) developing an asset based approach, with values the capacity, skills, knowledge, connection and potential in Service Users, families and communities;
- c) co-ordinating and delivering a personalised recovery package of care for all people entering the System and ensuring continuity of care on entry, during and on leaving the System; and
- d) supporting and promoting the use of peer recovery networks across all stages of the System delivery and beyond.

NDB3.2. Service description/pathway

The following Service elements are to be delivered to help the System meet the outcomes as outlined in clause NDB2.1 (*Key Service Outcomes*) and the aims and objectives as outlined in clause NDB3.1 (*Scope*).

a) Introduction

All pharmacies are expected to provide essential and those advanced services they are contracted to provide for all their patients. Section B (*Service Specification*) of this Contract outlines enhanced specialist services to be provided which are beyond the scope of essential services. No part of Section B (*Service Specification*) by commission, omission or implications, defines or redefines essential or advanced services.

The aim of this Service is to provide a needle exchange scheme to the Doncaster Drug and Alcohol Service's Service Users.

This Service will help reduce the transmission of HIV, hepatitis and other infectious diseases and contribute to improving the health of Service Users and the wider community.

b) Service outline

The Service to be delivered under this Contract is a level 2 programme in accordance with NICE Public Health Guidance PH52: Needle and Syringe Programmes (2014): <https://www.nice.org.uk/guidance/PH52> and any subsequent updates

The Service should be user friendly, non-judgemental, client centred and confidential.

The Service should be viewed as part of each Service User's on-going care and the Provider should be actively involved in ensuring the Service provided contributes to improving the Service User's general health as well as providing harm reduction advice and information wherever possible.

In delivery of the Service the Provider will be required to:

- (i) provide sterile injecting equipment, sharps bins, other equipment and leaflets;
- (ii) ensure the safe disposal of used equipment in line with current legislation using a waste contractor provided and funded by the Trust;
- (iii) give advice and information about ways to make injecting less dangerous;
- (iv) promote alternatives to intravenous drug use;
- (v) signpost Service Users to other services where needed;
- (vi) build working relationships with Service Users;
- (vii) build working relationships with the Prescription Co-ordinators employed by the Trust. If the Provider is unaware of who the Prescription Co-ordinators are, they should inform the Trust at the earliest opportunity, who will make these individuals known to the Provider;
- (viii) build working relationships across the Doncaster Drug and Alcohol Service;
- (ix) order and keep stock of needles, sharps bins, equipment and information provided free of charge by the Trust;
- (x) clean the area used to exchange needles in line with current Guidance; and
- (xi) ensure all their staff are familiar and work within NICE Guidance .

c) Accreditation

The Service shall be provided by the Providers staff who have undertaken initial training and agree to participate in 3.5 hours of local update training and monitoring every 2 years.

If the Provider has not provided the Service under this Contract or a similar contract they will be required to undertake an initial half day morning or afternoon training session before being able to commence delivery of the Service.

All staff delivering the Service must be vaccinated to protect against hepatitis B.

Any areas being used by users of the Service must be hygienic and able to be cleaned easily.

d) Waste

The Provider will give assurance that the correct segregation, handling, transport and disposal of any waste is properly managed, using the collection service arranged and funded by the Trust, within the Law so as to minimise the risks to the health and safety of staff, Service Users, the public and the safety of the environment.

All staff delivering the Service will be adequately trained and recognise the legal duty of care in relation to ownership and responsibility of any waste they produce.

The Provider will comply fully with current and new waste and transport regulations and guidance. These currently but not exclusively consist of Hazardous Waste Regulations and List of Waste Regulations and List of Waste (England and Wales) Regulations 2005 (amended 2009), the Environment Protection Act 1990, Carriage of Dangerous Good and Use of Transportable Pressure Equipment Regulations 2007, Waste Electrical and Electronic Equipment Regulations 2006, HTM 07 and any other relevant waste legislation.

NDB3.3. Population covered

The Service is for the geographical area of Doncaster Metropolitan Borough Council and is for Doncaster GP registered Service Users who are the Trust Service Users under the Authority Contract. It is recognised that some Doncaster area Service Users may be homeless/in secure accommodation, or not registered with a GP.

NDB3.4. Acceptance and exclusion criteria

Given the situation where there is limited choice for drug services within Doncaster decisions to exclude Service Users from all or some aspects of the Service should only be made by a Provider manager, and this decision and the reasons for it should be communicated within 24 hours to the Trust in order for consideration to be given for the on-going care of the Service User.

All decisions to exclude Service Users should only be made in line with the Trust policy.

The Service is for clients aged 18 and over, and the Provider will comply with the Trust policy for transition with the young people's risk taking behaviour service. If a Service User appears to be under 18, they should be referred to Project 3 (the children and young people's service commissioned by Doncaster Metropolitan Borough Council) who can deal with their needs more appropriately.

Copies of Trust policies can be found via the Trust Public Website alternatively should any local policy be in place or the Provider need to be made aware of the specific policy the Trust Service Representative will provide, inform and advise at the request of the Provider.

NDB3.5. Interdependencies with other services

The Provider acknowledges that the Service is provided as part of the wider Substance Misuse Recovery System, delivered by the Trust, ADS and other partners. Therefore, the Provider will ensure they co-operate with the whole of the System and work as part of the System in delivering the Service.

As mentioned in clause NDB3.4 (*Acceptance and exclusion criteria*) the Provider may also be required to liaise and work with Project 3.

NDB4. APPLICABLE SERVICE STANDARDS

NDB4.1. Applicable national standards

- a) Medications in Recovery: Re-orientating Drug Dependence Treatment (NTA, 2012):
<http://www.nta.nhs.uk/uploads/medication-in-recovery-main-report.pdf>
- b) Medications in recovery: Best practice in reviewing treatment. Supplementary advice from the Recovery Orientated Drug Treatment Expert Group (PHE, 2013):
http://www.nta.nhs.uk/uploads/medications_in_recovery-reviewing_treatment.pdf

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- c) Clinical Governance in Drug Treatment: A good practice guide for providers and commissioners (NTA, 2009): <http://www.nta.nhs.uk/uploads/clinicalgovernance0709.pdf>
 - d) Drug Misuse and Dependence: UK guidelines on Clinical Management (DH, 2007): http://www.nta.nhs.uk/uploads/clinical_guidelines_2007.pdf
 - e) NICE Guideline CG51: Drug Misuse – Psychosocial Interventions (2007): <http://publications.nice.org.uk/drug-misuse-cg51>
 - f) NICE Guideline CG52: Drug Misuse – Opioid Detoxification (2007): <http://publications.nice.org.uk/drug-misuse-cg52>
 - g) Routes to Recovery: Psychosocial Interventions for drug Misuse. A framework and toolkit for implementing NICE recommended treatment interventions; the National Treatment Agency for Substance Misuse (NTA, 2010): http://www.nta.nhs.uk/uploads/psychosocial_toolkit_june10.pdf
 - h) NICE Technological Appraisal TA114: Drug Misuse – Methadone and Buprenorphine for the management of opioid dependence (2007): <http://publications.nice.org.uk/methadone-and-buprenorphine-for-the-management-of-opioid-dependence-ta114>
 - i) NICE Technological Appraisal TA115: Drug Misuse – Naltrexone for the management of opioid dependence (2007): <http://publications.nice.org.uk/naltrexone-for-the-management-of-opioid-dependence-ta115>
 - j) NICE Guideline CG110: Pregnancy and Complex Social Factors: A model for service provision for pregnant women with complex social factors (2010): <http://publications.nice.org.uk/pregnancy-and-complex-social-factors-cg110>
 - k) NICE Public Health Guidance PH18: Needle and Syringe Programmes (2009): <http://publications.nice.org.uk/needle-and-syringe-programmes-ph18>
 - l) Towards successful treatment completion: A good practice guide (NTA, 2009): <http://www.nta.nhs.uk/uploads/completions0909.pdf>
 - m) Reducing Drug Related Deaths: Guidance for drug treatment providers (NTA, 2004): http://www.nta.nhs.uk/uploads/nta_guidance_for_drug_treatment_providers_drdpro.pdf
 - n) Supporting and Involving Carers: A guide for commissioners and providers (NTA, 2008): http://www.nta.nhs.uk/uploads/supporting_and_involving_carers2008_0509.pdf
 - o) Joint Guidance on Development of Local Protocols between Drug and Alcohol Treatment Services and Local Safeguarding and Family Services (DCSF/DH/NTA, 2009): http://www.nta.nhs.uk/uploads/yp_drug_alcohol_treatment_protocol_1109.pdf
 - p) Parents with drug problems: How treatment helps families (NTA, 2012): <http://www.nta.nhs.uk/uploads/families2012vfinali.pdf>
 - q) Working Together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children, (2013): https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/281368/Working_together_to_safeguard_children.pdf
 - r) NICE Guideline CG115: Alcohol Use Disorders: diagnosis, assessment and management of harmful drinking and alcohol dependence (2011): <http://publications.nice.org.uk/alcohol-use-disorders-diagnosis-assessment-and-management-of-harmful-drinking-and-alcohol-cg115>

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- s) NICE Guideline CG100: Alcohol Use Disorders: Diagnosis and clinical management of alcohol-related physical complications (2010): <http://publications.nice.org.uk/alcohol-use-disorders-diagnosis-and-clinical-management-of-alcohol-related-physical-complications-cg100>
 - t) NICE Public Health Guidance PH24: Alcohol-use disorders – preventing the development of hazardous and harmful drinking (2010): <http://publications.nice.org.uk/alcohol-use-disorders-preventing-harmful-drinking-ph24>
 - u) Review of the effectiveness of treatment for alcohol problems (NTA, 2006): http://www.nta.nhs.uk/uploads/nta_review_of_the_effectiveness_of_treatment_for_alcohol_problems_fullreport_2006_alcohol2.pdf
 - v) Supporting information for the development of joint local protocols between drug and alcohol partnerships, children and family services (NTA, 2011): <http://www.nta.nhs.uk/uploads/supportinginformation.pdf>
 - w) Turning Evidence into Practice: Biological testing in drug and alcohol treatment (PHE, 2013): http://www.nta.nhs.uk/uploads/teip_testing_2013.pdf
 - x) Turning Evidence into Practice: Optimising opioid substitution treatment (PHE, 2014): <http://www.nta.nhs.uk/uploads/teip-ost-14.pdf>
 - y) Facilitating access to mutual aid: Three essential stages for helping clients access appropriate mutual aid support (PHE, 2013): <http://www.nta.nhs.uk/uploads/mutualaid-fama.pdf>
 - z) Good Practice in Harm Reduction (2008,NTA): http://www.nta.nhs.uk/uploads/nta_good_practice_in_harm_reduction_1108.pdf
 - aa) Drugs and Alcohol National Occupational Standards (DANOS): www.skillsforhealth.org.uk/component/docman/doc_download/137-danos
 - bb) General Healthcare Assessment (NTA, 2006): http://www.nta.nhs.uk/uploads/nta_general_healthcare_assessment_guidance.pdf
 - cc) Care Planning Practice Guide (NTA, 2006): http://www.nta.nhs.uk/uploads/nta_care_planning_practice_guide_2006_cpg1.pdf
 - dd) Employment and Recovery: a good practice guide (NTA, 2012): <http://www.nta.nhs.uk/uploads/employmentandrecovery.final.pdf>
 - ee) The Joint-Working Protocol Between Jobcentre Plus and Treatment Providers (NTA, 2010): <http://www.nta.nhs.uk/uploads/joint-workingprotocolwithjcp.pdf>
 - ff) Club drugs: Emerging Trends and Risks (NTA, 2012): [http://www.nta.nhs.uk/uploads/clubdrugsreport2012\[0\].pdf](http://www.nta.nhs.uk/uploads/clubdrugsreport2012[0].pdf)
 - gg) The Role of Residential Rehab in an Integrated Treatment System (NTA, 2012): <http://www.nta.nhs.uk/uploads/roleofresi-rehab.pdf>

The Provider will be expected to accept and adopt relevant updates to existing Guidance as well as new guidelines as and when issued.

NDB5. LOCATION OF PROVIDER'S PREMISES

NDB5.1. Location

The Service is located at [insert address(es) of the locations of the Provider where services will be delivered under this Contract].

SERVICE SPECIFICATION FOR:

(b) the provision of SUPERVISED CONSUMPTION SERVICES – Doncaster Area

SDB1. POPULATION NEEDS

SDB1.1. Introduction

Doncaster Metropolitan Borough Council (the “**Authority**”) made a decision to reshape drug and alcohol services in Doncaster and procure a ‘whole system’ recovery focused Substance Misuse service; the Adult Substance Misuse Recovery System (the “**System**”).

Rotherham Doncaster and South Humber NHS Foundation Trust (the “**Trust**”) submitted a bid in partnership with The Alcohol and Drug Service (“**ADS**”) to deliver the System, in which they were successful.

In order to effectively deliver the System, the Trust and ADS will sub-contract with various organisations for the delivery of supervised consumption services.

SDB1.2. Strategic context

Section B (*the Service Specification*) has been developed in line with the Adult Substance Misuse Recovery System service specification detailed in the Authority Contract.

SDB1.3. Vision

In the delivery of the System the Trust and ADS will be supporting Service Users to reduce and stop using alcohol and drugs. The System will be underpinned by a recovery approach which involves three overarching principles; wellbeing, citizenship and freedom from dependence.

The System will enable Service Users to develop their potential, improve their overall health and well-being, build relationships with others, achieve their goals, and contribute to their community. This will involve addressing people’s Substance Misuse earlier, and developing and building the Service User’s recovery capital (the assets needed to start and sustain recovery from Substance Misuse dependence). These assets include:

- a) social capital; e.g. family, partners, children, friends and peers;
- b) physical capital; e.g. financial assets and stable accommodation;
- c) human capital; e.g. employment, education, skills, mental and physical health; and
- d) cultural capital e.g. values, beliefs and attributes held by the Service User,

To maximise and sustain the recovery capital the Service must work collaboratively with partners and mutual aid and recovery networks to increase opportunities within the community throughout treatment and on leaving the Service.

The Service will be easy to access and deliver a range of effective, evidence based interventions which meet the needs of the Service User whilst also having a holistic family approach.

SDB2. KEY SERVICE OUTCOMES

SDB2.1. Outcomes

Key outcomes for Service Users within the System (which will be supported by the Service) are:

- a) freedom from dependence on drugs or alcohol;

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- b) prevention of drug related deaths and infection by blood borne viruses;
 - c) a reduction in crime and re-offending;
 - d) To reduce the risk to local communities of:
 - Overuse or underuse of medicines
 - Diversion of prescribed medicines onto the illicit drugs market
 - Accidental exposure to the dispensed medicines
 - e) improvement in mental and physical well-being; and
 - f) improved relationship with family members and partners.

SDB3. SCOPE

SDB3.1. Aims and objectives of the Service

The aim of the Service is to assist the System in reducing illicit and other harmful Substance Misuse and increase the numbers recovering from dependence.

This aim will be achieved by the System (with the support of the Service) through the following objectives:

- a) improving and increasing access and engagement into the System for those needing support for their Substance Misuse;
- b) Dispensing prescribed medication in specified instalments
- c) Ensuring each supervised dose is correctly administered to the SU for whom it was intended (doses may be dispensed for the service user to take away to cover days when the pharmacy is closed)
- d) Liaising with the prescriber, named key worker and others directly involved in the care of the SU (where the SU has given written permission)
- e) Monitoring the SU's response to prescribed medication; for example if there are signs of overdose, if the SU appears intoxicated or when the SU has missed doses and if necessary withholding treatment if this is in the interest of SU safety, liaising with the prescriber or named key worker as appropriate
- f) Improving retention in drug treatment
- g) Improving drug treatment delivery and completion
- h) supporting and promoting the use of peer recovery networks across all stages of the System delivery and beyond.

SDB3.2. Service description/pathway

The following Service elements are to be delivered to help the System meet the outcomes as outlined in clause SDB2.1 (*Key Service Outcomes*) and the aims and objectives as outlined in clause SDB3.1 (*Scope*).

a) Introduction

All pharmacies are expected to provide essential and those advanced services they are contracted to provide for their patients. The purpose of Section B (*Service Specification*) is to outline more specialised services to be provided which are beyond the scope of essential services. No part of this specification by commission, omission or implications, defines or redefines essential or advanced services.

The aim of this Service is to provide supervised consumption of methadone, buprenorphine and Suboxone (and any newly developed drugs by agreement) for Service Users of Doncaster Drug and Alcohol Services, from community based pharmacy premises where the medication has been dispensed.

b) Benefits

The benefits of the Service should include, but are not limited to, the following:

- (i) ensure that all Service Users accessing the Service receive the highest quality support and service;
- (ii) develop strong, supportive and professional links between Doncaster Drug and Alcohol Services and the Provider;
- (iii) develop effective communication channels and ensuring prompt resolution of any problems. The Prescription Co-ordinators (employed by the Trust) should be the first point of contact between the Provider and Doncaster Drug and Alcohol Services. If the Provider is unaware of who the Prescription Co-ordinators are, they should inform the Trust at the earliest opportunity, who will make these individuals known to the Provider; and
- (iv) ensure that protocols of effective and safe practice are in place and that all staff employed by the Provider work within them; and
- (v) develop and implement the reporting and recording system provided by the Trust. Currently this is PharmOutcomes but may be subject to change with the changing needs of the service and the wider Trust .

c) Service outline

Services to be provided under this Contract are:

- (i) the provision of methadone, buprenorphine and Suboxone to specified clients in possession of a valid prescription issued by Doncaster Drug and Alcohol Services; and
- (ii) supervised consumption of methadone, buprenorphine and Suboxone by Service Users in an area expressly designed for this purpose, taking into account safety of staff and privacy of Service Users.
- (iii) Reporting information back against ALL patients including but not confined to failed pick-ups, safeguarding concerns

The Provider will be expected to be actively involved in the Service Users' treatment as part of shared care. This will involve interaction with the Service User to discuss their treatment, general health and demeanour. The Provider should also use this interaction with the Service User to promote harm reduction/safer injecting practices and general health advice.

Newly initiated methadone, buprenorphine and Suboxone service Users may require supervised consumption for at least the first 12 weeks of treatment, in accordance with Department of Health guidelines, and in some cases for longer periods depending on clinical need as assessed by the Doncaster Drug and Alcohol Service. The Prescription Co-ordinators will make individuals arrangements with the Provider to provide supervised consumption to named Service Users according to clinical need.

It is recognised that young people between the ages of approximately 16 to 18 will be in a transitional period between children's and adult services. In some cases there will be liaison between Project 3 (the children and young people's service commissioned by Doncaster Metropolitan Borough Council) and the Doncaster Drug and Adult Services, and where needed the Provider, to ensure that young people accessing this Service are receiving the most appropriate care.

Access to the Service will be agreed by the Doncaster Drug and Alcohol Service as part of each Service User's treatment regimen and care plan. As a result the Provider will not need to refer Service Users into treatment services, as they will already be engaged.

Care planning will remain the responsibility of the Doncaster Drug and Alcohol Service. Providers should inform the Doncaster Drug and Alcohol Service immediately if they feel there has been a change in the Service Users circumstances that could affect their care plan and continued access to the Service.

The Provider should have in place plans for delivery of this Service in the event of disruption to planned delivery mechanism e.g. staff illness, maternity leave.

d) Accreditation

The Provider should ensure that all staff involved in the delivery of the Service are available to access on-going training, which will be arranged and co-ordinated by the Prescription Co-ordinator. In addition, all staff should maintain an up to date knowledge of developments within their professional field and attend training as appropriate.

e) Waste

The Provider will give assurance that the correct segregation, handling, transport and disposal of any waste is properly managed within the Law so as to minimise the risks to the health and safety of staff, Service Users, the public and the safety of the environment.

All staff delivering the Service will be adequately trained and recognise the legal duty of care in relation to ownership and responsibility of any waste they produce.

The Provider will comply fully with current and new waste and transport regulations and guidance. These currently but not exclusively consist of Hazardous Waste Regulations and List of Waste Regulations and List of Waste (England and Wales) Regulations 2005 (amended 2009), the Environment Protection Act 1990, Carriage of Dangerous Good and Use of Transportable Pressure Equipment Regulations 2007, Waste Electrical and Electronic Equipment Regulations 2006, HTM 07 and any other relevant waste legislation.

SDB3.3. Population covered

The Service is for the geographical area of Doncaster Metropolitan Borough Council and is for Doncaster GP registered Service Users who are the Trust Service Users under the Authority Contract. It is recognised that some Doncaster area Service Users may be homeless/in secure accommodation, or not registered with a GP.

The Provider will be informed in advance of the Service Users they will be providing the Service to.

SDB3.4. Acceptance and exclusion criteria

Given the situation where there is limited choice for drug services within Doncaster decisions to exclude Service Users from all or some aspects of the Service should only be made by the a Provider manager, and this decision and the reasons for it should be communicated within 24 hours to the Trust in order for consideration to be given for the on-going care of the Service User.

All decisions to exclude Service Users should only be made in line with the Trust policy.

The Service is for clients aged 18 and over, and the Provider will comply with the Trust policy for transition with the young people's risk taking behaviour service. It is recognised that young people between the ages of approximately 16 to 18 will be in a transitional period between children's and adult services. In some cases there will be liaison between Project 3 (the children and young people's service commissioned by Doncaster Metropolitan Borough Council) and the Doncaster Drug and Adult Services, and where needed the Provider, to ensure that young people accessing this Service are receiving the most appropriate care.

Copies of Trust policies can be found via the Trust Public Website alternatively should any local policy be in place or the Provider need to be made aware of the specific policy the Trust Service Representative will provide, inform and advise at the request of the Provider.

SDB3.5. Interdependencies with other services

The Provider acknowledges that the Service is provided as part of the wider Substance Misuse Recovery System, delivered by the Trust, ADS and other partners. Therefore, the Provider will ensure they co-operate with the whole of the System and work as part of the System in delivering the Service.

As mentioned in clause SDB3.4 (*Acceptance and exclusion criteria*) the Provider may also be required to liaise and work with Project 3.

SDB4. APPLICABLE SERVICE STANDARDS

SDB4.1. Applicable national standards

- a) Medications in Recovery: Re-orientating Drug Dependence Treatment (NTA, 2012): <http://www.nta.nhs.uk/uploads/medication-in-recovery-main-report.pdf>
- b) Medications in recovery: Best practice in reviewing treatment. Supplementary advice from the Recovery Orientated Drug Treatment Expert Group (PHE, 2013): http://www.nta.nhs.uk/uploads/medications_in_recovery-reviewing_treatment.pdf
- c) Clinical Governance in Drug Treatment: A good practice guide for providers and commissioners (NTA, 2009): <http://www.nta.nhs.uk/uploads/clinicalgovernance0709.pdf>
- d) Drug Misuse and Dependence: UK guidelines on Clinical Management (DH, 2007): http://www.nta.nhs.uk/uploads/clinical_guidelines_2007.pdf
- e) NICE Guideline CG51: Drug Misuse – Psychosocial Interventions (2007): <http://publications.nice.org.uk/drug-misuse-cg51>

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- f) NICE Guideline CG52: Drug Misuse – Opioid Detoxification (2007):
<http://publications.nice.org.uk/drug-misuse-cg52>
 - g) Routes to Recovery: Psychosocial Interventions for drug Misuse. A framework and toolkit for implementing NICE recommended treatment interventions; the National Treatment Agency for Substance Misuse (NTA, 2010): http://www.nta.nhs.uk/uploads/psychosocial_toolkit_june10.pdf
 - h) NICE Technological Appraisal TA114: Drug Misuse – Methadone and Buprenorphine for the management of opioid dependence (2007):
<http://publications.nice.org.uk/methadone-and-buprenorphine-for-the-management-of-opioid-dependence-ta114>
 - i) NICE Technological Appraisal TA115: Drug Misuse – Naltrexone for the management of opioid dependence (2007):
<http://publications.nice.org.uk/naltrexone-for-the-management-of-opioid-dependence-ta115>
 - j) NICE Guideline CG110: Pregnancy and Complex Social Factors: A model for service provision for pregnant women with complex social factors (2010):
<http://publications.nice.org.uk/pregnancy-and-complex-social-factors-cg110>
 - k) NICE Public Health Guidance PH18: Needle and Syringe Programmes (2009): <http://publications.nice.org.uk/needle-and-syringe-programmes-ph18>
 - l) Towards successful treatment completion: A good practice guide (NTA, 2009): <http://www.nta.nhs.uk/uploads/completions0909.pdf>
 - m) Reducing Drug Related Deaths: Guidance for drug treatment providers (NTA, 2004):
http://www.nta.nhs.uk/uploads/nta_guidance_for_drug_treatment_providers_drdpro.pdf
 - n) Supporting and Involving Carers: A guide for commissioners and providers (NTA, 2008):
http://www.nta.nhs.uk/uploads/supporting_and_involving_carers2008_0509.pdf
 - o) Joint Guidance on Development of Local Protocols between Drug and Alcohol Treatment Services and Local Safeguarding and Family Services (DCSF/DH/NTA, 2009):
http://www.nta.nhs.uk/uploads/yp_drug_alcohol_treatment_protocol_1109.pdf
 - p) Parents with drug problems: How treatment helps families (NTA, 2012):
<http://www.nta.nhs.uk/uploads/families2012vfinali.pdf>
 - q) Working Together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children, (2013):
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/281368/Working_together_to_safeguard_children.pdf
 - r) NICE Guideline CG115: Alcohol Use Disorders: diagnosis, assessment and management of harmful drinking and alcohol dependence (2011):
<http://publications.nice.org.uk/alcohol-use-disorders-diagnosis-assessment-and-management-of-harmful-drinking-and-alcohol-cg115>

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- s) NICE Guideline CG100: Alcohol Use Disorders: Diagnosis and clinical management of alcohol-related physical complications (2010): <http://publications.nice.org.uk/alcohol-use-disorders-diagnosis-and-clinical-management-of-alcohol-related-physical-complications-cg100>
 - t) NICE Public Health Guidance PH24: Alcohol-use disorders – preventing the development of hazardous and harmful drinking (2010): <http://publications.nice.org.uk/alcohol-use-disorders-preventing-harmful-drinking-ph24>
 - u) Review of the effectiveness of treatment for alcohol problems (NTA, 2006): http://www.nta.nhs.uk/uploads/nta_review_of_the_effectiveness_of_treatment_for_alcohol_problems_fullreport_2006_alcohol2.pdf
 - v) Supporting information for the development of joint local protocols between drug and alcohol partnerships, children and family services (NTA, 2011): <http://www.nta.nhs.uk/uploads/supportinginformation.pdf>
 - w) Turning Evidence into Practice: Biological testing in drug and alcohol treatment (PHE, 2013): http://www.nta.nhs.uk/uploads/teip_testing_2013.pdf
 - x) Turning Evidence into Practice: Optimising opioid substitution treatment (PHE, 2014): <http://www.nta.nhs.uk/uploads/teip-ost-14.pdf>
 - y) Facilitating access to mutual aid: Three essential stages for helping clients access appropriate mutual aid support (PHE, 2013): <http://www.nta.nhs.uk/uploads/mutualaid-fama.pdf>
 - z) Good Practice in Harm Reduction (2008,NTA): http://www.nta.nhs.uk/uploads/nta_good_practice_in_harm_reduction_1108.pdf
 - aa) Drugs and Alcohol National Occupational Standards (DANOS): www.skillsforhealth.org.uk/component/docman/doc_download/137-danos
 - bb) General Healthcare Assessment (NTA, 2006): http://www.nta.nhs.uk/uploads/nta_general_healthcare_assessment_guidance.pdf
 - cc) Care Planning Practice Guide (NTA, 2006): http://www.nta.nhs.uk/uploads/nta_care_planning_practice_guide_2006_cpg1.pdf
 - dd) Employment and Recovery: a good practice guide (NTA, 2012): <http://www.nta.nhs.uk/uploads/employmentandrecovery.final.pdf>
 - ee) The Joint-Working Protocol Between Jobcentre Plus and Treatment Providers (NTA, 2010): <http://www.nta.nhs.uk/uploads/joint-workingprotocolwithjcp.pdf>
 - ff) Club drugs: Emerging Trends and Risks (NTA, 2012): [http://www.nta.nhs.uk/uploads/clubdrugsreport2012\[0\].pdf](http://www.nta.nhs.uk/uploads/clubdrugsreport2012[0].pdf)
 - gg) The Role of Residential Rehab in an Integrated Treatment System (NTA, 2012): <http://www.nta.nhs.uk/uploads/roleofresidential-rehab.pdf>

The Provider will be expected to accept and adopt relevant updates to existing guidance as well as new guidelines as and when issued.

SDB5. LOCATION OF PROVIDER'S PREMISES

SDB5.1. Location

The Service is located at [insert address(es) of the Provider premises].

Section C
Key Performance Indicators and Reporting Requirements

KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS FOR:

(a) the provision of NEEDLE EXCHANGE SERVICES – Doncaster area

NDC1. INFORMATION

NDC1.1. The Provider must provide the Trust with the information specified in Section C (*Key Performance Indicators and Reporting Requirements*) and any other clauses of this Contract, to measure quality, quantity and otherwise of the Service.

NDC1.2. The Provider must deliver this information required under Section C (*Key Performance Indicators and Reporting Requirements*) in the format, manner and frequency as well as within the timescales (if any) as specified in Section C (*Key Performance Indicators and Reporting Requirements*) and must ensure that the information is accurate and complete.

NDC1.3. If the Provider fails to comply with any obligations under Section C (*Key Performance Indicators and Reporting Requirements*), the Trust may (without prejudice to any other rights it may have under this Contract) exercise any consequence for failing to satisfy the relevant obligation specified in Section C (*Key Performance Indicators and Reporting Requirements*).

NDC1.4. In addition to the information required under Section C (*Key Performance Indicators and Reporting Requirements*), the Trust may request from the Provider any other information it reasonably requires in relation to this Contract and the Provider must deliver such information in a timely manner.

NDC2. PHARMOUTCOMES

NDC2.1. The Provider will be required to input all contacts with Service Users on Pharmoutcomes at the point of contact (or as soon as reasonable possible afterwards).

NDC2.2. The Provider will ensure that, as far as is reasonable; all fields in Pharmoutcomes are completed with accurate information.

NDC2.3. The Trust will be able to monitor activity and information in relation to this Service through Pharmoutcomes, the Provider will work with the Trust to ensure they are able to access all information reasonably required in relation to Service Users, should there be any problems in getting information from Pharmoutcomes.

KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS FOR:

(b) the provision of SUPERVISED CONSUMPTION SERVICES – Doncaster area

SDC1. INFORMATION

- SDC1.1. The Provider must provide the Trust with the information specified in Section C (*Key Performance Indicators and Reporting Requirements*) and any other clauses of this Contract, to measure quality, quantity and otherwise of the Service.
- SDC1.2. The Provider must deliver this information required under Section C (*Key Performance Indicators and Reporting Requirements*) in the format, manner and frequency as well as within the timescales (if any) as specified in Section C (*Key Performance Indicators and Reporting Requirements*) and must ensure that the information is accurate and complete.
- SDC1.3. If the Provider fails to comply with any obligations under Section C (*Key Performance Indicators and Reporting Requirements*), the Trust may (without prejudice to any other rights it may have under this Contract) exercise any consequence for failing to satisfy the relevant obligation specified in Section C (*Key Performance Indicators and Reporting Requirements*).
- SDC1.4. In addition to the information required under Section C (*Key Performance Indicators and Reporting Requirements*), the Trust may request from the Provider any other information it reasonably requires in relation to this Contract and the Provider must deliver such information in a timely manner.

SDC2. REPORTING REQUIREMENTS

- SDC2.1. Subject to clause SDC2.2 the Provider must, each month of this Contract deliver to the Trust a report against the factors set out in the table at SDC2.4 below.
- SDC2.2. In the event that the Provider is inputting information direct onto Trust systems for example PharmOutcomes, the Trust may agree with the Provider in writing (if not already detailed in clause SDC2.4) that no such report referenced in clause SDC2.1 is required to be submitted. However in this event:
 - a) the Provider is still responsible for the timely inputting of information into Trust systems to allow the Trust to report to the Authority against the information required at clause SDC2.4 below;
 - b) the Provider is still responsible for the accuracy of all information delivered under clause SDC2.4 below; and
 - c) subject to clause SDC2.3 the Provider is still responsible for any consequences of breaching any requirements detailed in table at clause SDC2.4 below.
- SDC2.3. The Trust agrees that if a breach of clause SDC2.4 cannot reasonably be attributed to solely to the Provider, then the consequence of the breach will be proportionately adjusted to reflect the breach of the Provider (subject to the Trust having not already taken this into account when drafting clause SDC2.4).

SDC2.4.

Quality outcome indicator	Threshold	Method of measurement	Consequence of breach	Frequency of reporting
Effective use of the PharmOutcomes system	Accredited on the system	Activity report on accredited system	Remedial Action Plan to be agreed with the Trust authorised person	Within 6 months

			and to include a review of relevant processes	
Reporting of missed pick ups	Reported within one working day' 5 instances of non disclosure of 3 failed pickups triggers the breach action	Reporting through PharmOutcomes	Remedial Action Plan to be agreed with the Trust authorised person and to include a review of relevant processes	Daily
Reporting of 3 days missed dosing	Reported within one working day'	Reporting through PharmOutcomes	Remedial Action Plan to be agreed with the Trust authorised person and to include a review of relevant processes	As required
Number of misplaced prescriptions	Reported within one working day' persistent loss of prescriptions/dispensing errors will trigger the breach action	Incident review Frequency and impact	Remedial Action Plan to be agreed with the Trust authorised person and to include a review of relevant processes	As required
Number of dispensing errors	Reported within one working day'	Incident review Frequency and impact	Remedial Action Plan to be agreed with the Trust authorised person and to include a review of relevant processes	As required

SDC3. PHARMOUTCOMES

- SDC3.1. The Provider will be required to input all contacts with Service Users on Pharmoutcomes at the point of contact (or as soon as reasonable possible afterwards).
- SDC3.2. The Provider will ensure that, as far as is reasonable; all fields in Pharmoutcomes are completed with accurate information.
- SDC3.3. The Trust will be able to monitor activity and information in relation to this Service through Pharmoutcomes, the Provider will work with the Trust to ensure they are able to access all information reasonably required in relation to Service Users, should there be any problems in getting information from Pharmoutcomes.

Appendix A
Definitions and Interpretation

- AA1. The headings in this Contract shall not affect its interpretation.
- AA2. References to statute or statutory provision include reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
- AA3. References to statutory provision shall include any subordinate legislation made from time to time under that provision.
- AA4. References to sections, clauses and Appendices are the sections, clauses or appendices of this Contract, unless expressly stated otherwise.
- AA5. References to any body, organisation or office shall include reference to its applicable successor from time to time.
- AA6. Any references to this Contract or any other documents includes reference to this Contract or other such documents as varied, amended, supplemented, extended, restated and/or replace time to time.
- AA7. Use of singular includes the plural and vice versa
- AA8. The following terms shall have the following meanings:

Activity	means any levels of Service and/or Service User flows set out in the Service Specification
ADS	means The Alcohol and Drug Service, whose registered address is 82 Spring Bank, Hull, HU3 1AB
Adult Substance Misuse Recovery System	the service to be delivered by the Trust in partnership with ADS under the Authority Contract to which the Service forms part of
Authority	has the meaning given to it in clause A7.1 (<i>The Authority and Authority Contract</i>)
Authority Contract	has the meaning given to it in clause A7.1 (<i>The Authority and Authority Contract</i>)
Authorised Person	means the Authority, the Trust or any body or person concerned with the provision of the Service of care of a Service User, as authorised by the Chief Executive of the Trust
Best Value Duty	means the duty imposed by section 3 of the Local Government Act 1999 as amended, and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable Guidance issued from time to time
Board of Directors	means the executive board or committee of the relevant organisation
Business Continuity Plan	mean the Provider's plan referred to in clause A53.2 (<i>Business Continuity</i>) relating to the Service, as agreed with the Trust and amended from time to time

Business Day	means a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London
Caldicott Guardian	means the senior health professional responsible for safeguarding the confidentiality of Service User information
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
CEDR	means the Centre for Effective Dispute Resolution
Charges	means the charges which shall become due and payable by the Trust to the Provider in respect of the provision of Service in accordance with the provisions of this Contract, as such charges are set out in Appendix C (<i>Charges</i>)
Commencement Date	means the date identified in clause A3.1 (<i>Commencement and Duration</i>)
Competent Body	means any body that has authority to issue standards and recommendations with which either Party must comply
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
Consent	means: <ul style="list-style-type: none"> (i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration by Law required for or in connection with the performance of Service; and/or (ii) any necessary consent or agreement from any third party needed either for the performance of the Provider's obligations under this Contract or for the provision by the Provider of the Service in accordance with this Contract
Contract	has the meaning set out in clause A1.1 (<i>Contract</i>)
Contract Query	means: <ul style="list-style-type: none"> (i) any query on the part of the Trust in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or (ii) a query on the part of the Provider in relation to the performance or non-performance by the Trust of any obligation on its part under this Contract
Contract Query Notice	means a notice setting out in reasonable detail the nature of a Contract Query
Contract Management Meeting	means a meeting of the Trust and the Provider held in accordance with clause A50 (<i>Contract Management</i>)
Contract Year	means 1 April to 31 March and each year thereafter for the term of the Contract

CQC	means the Care Quality Commission established under the Health and Social Care Act 2008
CQC Regulations	means the Care Quality Commission (Registration) Regulation 2009
Data Processor	has the meaning set out in the DPA
Data Subject	has the meaning set out in the DPA
DBS	means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012
Default	means any breach of the obligations of the 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 Provider or the Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Trust
Default Interest Rate	means LIBOR plus 2% per annum
Disclosing Party	means the Party disclosing Confidential Information
Doncaster Drug and Alcohol Services	the whole System delivered by the Trust and their partners/sub-contractors across Doncaster as part of the Authority Contract
DPA	means the Data Protection Act 1998
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 records checks and occupational health checks
Equality Impact Assessment	means a published process for narrowing the health inequalities that exist in England between people from different ethnic backgrounds, people with disabilities, men and women (including trans-gender people), people with different sexual orientations, people in different age groups, people with different religions or beliefs and people from different social and economic backgrounds
Equipment	means the Provider's equipment, plant, materials and other such items supplied and used by the Provider in the performance of its obligations under this Contract
Excusing Notice	means a notice setting out in reasonable detail the Receiving Party's reasons for believing that a Contract Query is unfounded, or that the matters giving right to the Contract Query are: <ul style="list-style-type: none"> (i) due wholly or partly to an act or omission by the Issuing Party (ii) a direct result of the Receiving Party following the instructions of the Issuing Party; or (iii) due to the circumstances beyond the Receiving Party's reasonable control but which do not constitute an event of Force Majeure
Expiry Date	means the date set out in clause A3.1 (<i>Commencement and Duration</i>)

First Exception Report	means a report issued in accordance with clause A50 (<i>Contract Management</i>) notifying the relevant Party's chief executive and/or Board of Directors of that Party's breach of a Remedial Action Plan and failure to remedy that breach
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
Force Majeure	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any or failure to take preventative action by that Party, including fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made, but excluding:</p> <ul style="list-style-type: none"> (i) any industrial action occurring within the Provider's or any Sub-contractors organisation; or (ii) the failure by any Sub-contractor to perform its obligations under any Sub-contract
Fraud	means any offence under the Laws of the United Kingdom creating offences in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Trust
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 of the same as or similar to the Service, at the time the Service is provided, as applicable
Guidance	means any applicable local authority, health or social care guidance, direction or determination with the Authority, the Trust and/or the Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006
Immediate Action Plan	means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of the Service to Service Users, the public and/or Staff
Improvements	means any improvement, enhancement or modification to the Provider IPR which cannot be used independently of the Provider IPR or any improvement
Indirect Losses	means loss of profits (other than profits directly and solely attributable to the provision of Service), 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
IPR	means inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such right
Issuing Party	means that Party which has issued a Contract Query Notice
JI Report	means a report detailing the findings and outcomes of a Joint Investigation

Joint Investigation	means an investigation by the Issuing Party and the Receiving Party into the matters referred to in a Contract Query Notice
Law	<p>means:</p> <ul style="list-style-type: none"> (i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (ii) any enforceable EU right within the meaning of section 2(1) of the European Communities Act 1972; (iii) any applicable judgment of a relevant court of law which is binding in precedent in England and Wales (iv) National Standards (v) Guidance; and (vi) Any applicable industry code <p>in each case in force in England and Wales</p>
Legal Guardian	means an individual who, by legal appointment or by the effect of a written Law, is given custody of both the property and the person of one who is unable to manage their own affairs
Lessons Learned	means experience derived from provision of the Service, the sharing and implementation of which would be reasonably and likely to lead to an improvement in the quality of the Provider’s provision of the Service
LIBOR	means the London Interbank Offered Rate for 6 months sterling deposits in the London Market
Local Health Watch	means the local independent customer champion for health and social care in England
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
Mediation Notice	means notice to commence mediation as per clause 51.3 (<i>Dispute Resolution</i>)
NICE	means the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body).
National Standards	means those standards applicable to the Provider under the Law and/or Guidance as amended from time to time.
Parties/Party	means the Trust and the Provider and “Party” means either one of them.
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.
Personal Data	has the meaning set out in the DPA.
Prohibited Acts	has the meaning given to it in clause A47.1 (<i>Prohibited Acts</i>).

Provider	means [insert] or anyone correctly and properly authorised to act on its behalf
Provider Representative	means the person identified in clause A4.3 (<i>Representatives</i>)
Provider Service Representative	means the person identified in clause A4.3 (<i>Representatives</i>)
Provider IPR	means any IPR owned or licenced to the Provider (other than by the Trust) that will be used by the Provider in the delivery of the Service, including Improvements
Public Authority	means as defined in section 3 of the FOIA.
Receiving Party	means the Party which has received a Contract Query Notice or Confidential Information as applicable.
Reportable Incidents Form	means the form on which the Trust report incidents under Appendix B (Incidents Requiring Reporting) to the Authority, copies of which can be located in the Authority Contract
Regulatory Body	means any body other than CQC carrying out regulatory functions in relation to the Provider and/or the Services.
Remedial Action Plan	means a plan to rectify a breach of or performance failure under this Contract specifying targets and timescales within which those targets must be achieved.
Required Insurances	means the types of policy or policies providing levels of cover as specified in clause A41 (<i>insurance</i>)
Review Meeting	means a meeting to be held in accordance with clause A48 (<i>Review Meetings</i>) or as otherwise required as per clause A48.2 (<i>Review Meetings</i>)
Second Exception Report	means a report issued in accordance with clause A50 (<i>Contract Management</i>) notifying the recipients of a breach of a Remedial Action Plan and the continuing failure to remedy that breach
Serious Incident	means an incident or accident or near-miss where a patient (whether or not a Service User), a member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider's Premises or where the actions of the Provider, the Staff or the Authority are likely to be of significant public concern
Service Commencement Date	means the date set out in clause A3.1 (<i>Commencement and Duration</i>)
Service Specification	means each of the service specification defined by the Authority and set out at Section B (<i>Service Specifications</i>)
Service User	means the person directly receiving the Services provided by the Provider as specified in the Service Specifications and includes their Carer and Legal Guardian where appropriate
Service	means the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Service Specifications, and/or as otherwise provided or to be provided by the Provider under and in accordance with this Contract

Staff	means all persons employed by the Provider to perform its obligations under this Contract together with Provider’s servants, agents, suppliers and Sub-contractors used in the performance of its obligations under this Contract
Sub-contract	means a contract approved by the Trust between the Provider and a third party for the provision of part of the Services
Sub-contractor	means any third party appointed by the Provider and approved by the Trust clause A36 (<i>Assignment and Sub-contracting</i>) to deliver or assist with the delivery of part of the Services as defined in a Service Specification
Substance Misuse	means all illicit and performance enhancing drugs, new psychoactive substances (legal highs), alcohol and prescribed ‘over the counter’ medication
Succession Plan	means a plan agreed by the Parties to deal with transfer of the Service to an alternative provider following expiry or termination of the Contract
Successor Provider	means any provider to whom a member of Staff is transferred pursuant to TUPE in relation to the Service immediately on termination or expiry of this Contract
Suspension Event	has the meaning set out in clause A51.1 (<i>Suspension and Consequences of Suspension</i>)
System	means the Adult Substance Misuse Recovery System
Transfer of Discharge from Care Protocols	means the protocols set out in clause A14 (<i>Transfer and Discharge from Care</i>)
Trust	means Rotherham Doncaster and South Humber NHS Foundation Trust or anyone correctly and properly authorised to act on their behalf
Trust Representative	is the person identified in clause A4.1 (<i>Representatives</i>)
Trust Service Representative	is the person identified in clause A4.2 (<i>Representatives</i>)
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
Variation	means a variation to a provision or part of a provision of this Contract
Variation Notice	means a notice to vary a provision or part of a provision of this Contract issued under clause A45 (<i>Variations</i>)

Appendix B
Incidents Requiring Reporting

(a) the provision of NEEDLE EXCHANGE SERVICES – Doncaster area

- NDAB1. Any complaints about any aspect of the Service should be documented and passed to the Doncaster Drug and Alcohol Service.
- NDAB2. The Trust has been asked to report the following information relating to the delivery of the Service to the Authority and keep the Authority updated on the progress and outcomes of the incident.
- NDAB3. The Provider must comply with and assist the Trust in meeting their requirements under this Appendix (*Incidents Requiring Reporting*) in the performance of the Service.
- NDAB4. A Reportable Incidents Form should be submitted to the Authority by the Trust within 1 Business Day of the incident or concern being brought to the attention of the Trust. Where an incident occurs in the course of a weekend or bank holiday, the Trust should submit the reportable incidents form on the next Business Day.
- NDAB5. The following incidents are required to be reported on the Reportable Incidents Form:

Incident:	Report to:
Police actions or investigations relating to Service Users, Staff and/or delivery of the Service. (Note, instances where a Service User or Staff have returned to police or prison custody under a probation order are not reportable under this incident).	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Injury to Service Users, Staff of the public relating to the delivery of Service.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Incidents reportable to the Health and Safety Executive or the Environmental Health Department of the Authority relating to the delivery of Service (a copy of the notification will be sufficient initially).	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Incidents that result in notification of adverse incidents involving medical devices or medication errors that are reportable to Medicines and Healthcare Products Regulatory Agency (MHRA) (a copy of the notification will be sufficient initially).	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Incidents relating to public health e.g. possible pandemics.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Any issues that might create adverse publicity relating to the Service, such as major disputes with neighbours or suicides.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
A known anticipated inability to continue providing part or all of the Service (for instance because of loss of staff or premises).	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Enforcement and/or improvement notices served by any regulatory agency on the	Provider to report to the Trust to enable the Trust to report to the Authority as required

Provider relating to the Service.	under this Appendix B (<i>Incidents Requiring Reporting</i>).
Any complaints or disciplinary issues raised around Staff conduct in delivery of support to Service Users.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Adult or child protection issues.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Breach of Data Protection, and or loss of Service User data.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).

NDAB6. The purpose of the Reportable Incidents Form is to register a Serious Incident which harm has been caused to a Service User, member of Staff, members of the public or their Personal Data which has come to the attention of a member of Staff in the course of their duties. Conversely the Reportable Incidents Form should be used to inform the Authority of any near misses, or instances in which the Provider, Trusts or Authority's reputation could be affected and create adverse publicity. Please note that the reportable incidents form does not replace the requirements of any other reporting duty such as notification of death to a coroner, or report to safeguarding and statutory bodies. This should be completed prior to the Reportable Incidents Form.

NDAB7. The Trust will provide a copy of the Reportable Incidents Form to the Provider on request.

(b) the provision of SUPERVISED CONSUMPTION SERVICES – Doncaster area

- SDAB1. Any complaints about any aspect of the Service should be documented and passed to Aspire.
- SDAB2. The Trust has been asked to report the following information relating to the delivery of the Service to the Authority and keep the Authority updated on the progress and outcomes of the incident.
- SDAB3. The Provider must comply with and assist the Trust in meeting their requirements under this Appendix (*Incidents Requiring Reporting*) in the performance of the Service.
- SDAB4. The Provider must comply with and follow with any existing specified reporting protocols and requirements in relation to any incident or concern
- SDAB5. The following incidents are required to be reported:

Incident:	Report to:
Police actions or investigations relating to Service Users, Staff and/or delivery of the Service. (Note, instances where a Service User or Staff have returned to police or prison custody under a probation order are not reportable under this incident).	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Injury to Service Users, Staff of the public relating to the delivery of Service.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Incidents reportable to the Health and Safety Executive or the Environmental Health Department of the Authority relating to the delivery of Service (a copy of the notification will be sufficient initially).	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Incidents that result in notification of adverse incidents involving medical devices or medication errors that are reportable to Medicines and Healthcare Products Regulatory Agency (MHRA) (a copy of the notification will be sufficient initially).	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Incidents relating to public health e.g. possible pandemics.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Any issues that might create adverse publicity relating to the Service, such as major disputes with neighbours or suicides.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
A known anticipated inability to continue providing part or all of the Service (for instance because of loss of staff of premises).	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Enforcement and/or improvement notices served by any regulatory agency on the Provider relating to the Service.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Any complaints or disciplinary issues raised around Staff conduct in delivery of support to Service Users.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).

	<i>Reporting).</i>
Adult or child protection concerns	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).
Breach of Data Protection, and or loss of Service User data.	Provider to report to the Trust to enable the Trust to report to the Authority as required under this Appendix B (<i>Incidents Requiring Reporting</i>).

SDAB6. The purpose of the Reportable Incidents Form is to register a Serious Incident which harm has been caused to a Service User, member of Staff, members of the public or their Personal Data which has come to the attention of a member of Staff in the course of their duties. Conversely the Reportable Incidents Form should be used to inform the Authority of any near misses, or instances in which the Provider, Trusts or Authority's reputation could be affected and create adverse publicity. Please note that the reportable incidents form does not replace the requirements of any other reporting duty such as notification of death to a coroner, or report to safeguarding and statutory bodies. This should be completed prior to the Reportable Incidents Form.

SDAB7. The Trust will provide a copy of the Reportable Incidents Form to the Provider on request.

Appendix C
Charges

(a) the provision of NEEDLE EXCHANGE SERVICES – Doncaster area

NDAC1. The cost of the Service is as follows:

- a) All pharmacies will be paid a retainer fee of £100 per site per annum plus a payment per exchange of £1.60.

NDAC2. Payment will be made as follows:

- a) the Service cost will be paid monthly in arrears;
- b) payment will be made as per information contained in Pharmoutcomes, provided this information is completed as fully as possible and is accurate;
- c) to ensure payment all contacts must be entered on Pharmoutcomes no later than the 15th of the month following the month in which the contact was made;
- d) the Provider will receive payment only for Service Users living in Doncaster Drug and who are registered on Pharmoutcomes; and
- e) any queries regarding Charges should be directed to the management accountant for the service (the Trust will notify the Provider in accordance with Clause A5 (*Notices*) if this person changes):

Name: Mike Godson (Senior Finance Manager)
Address: Rotherham Doncaster and South Humber NHS Foundation Trust
Finance Department
Oak Tree Lodge
Tickhill Road Site
Tickhill Road
Doncaster
DN4 8QN
Email: mike.godson@rdash.nhs.uk
Tel: (01302 796359)

(b) the provision of SUPERVISED CONSUMPTION SERVICES – Doncaster area

SDAC1. The cost of the Service is as follows:

- a) The pharmacy will receive a payment of £1.89 for each supervised consumption provided and a payment of 50p in the event that a client does not attend for a scheduled supervised consumption, for the term of this agreement.

SDAC2. Payment will be made as follows:

- a) the Service cost will be paid monthly in arrears;
- b) payment will be made as per information contained in Pharmoutcomes, provided this information is completed as fully as possible and is accurate;
- c) to ensure payment all contacts must be entered on Pharmoutcomes no later than the 15th of the month following the month in which the contact was made;
- d) the Provider will receive payment only for Service Users of the Aspire Team; and
- e) any queries regarding Charges should be directed to the management accountant for the service (the Trust will notify the Provider in accordance with Clause A5 (*Notices*) if this person changes):

Name: Mike Godson (Senior Finance Manager)

Address: Rotherham Doncaster and South Humber NHS Foundation Trust
Finance Department
Oak Tree Lodge
Tickhill Road Site
Tickhill Road
Doncaster
DN4 8QN

Email: mike.godson@rdash.nhs.uk

Tel: (01302 796359)

Appendix D
Review Meetings

AD1. The Parties will hold Review Meeting as are reasonably necessary to discuss this Contract and any requirements under it.

AD2. The Review Meetings will consist of the following members:

- a) a senior service representative from both Parties (essential);
- b) a senior representative from both Parties able to make decisions in relation to this Contract (ideal);
- c) a contracts representative from both Parties (as required);
- d) a finance representative from both Parties (as required);
- e) a performance representative from both Parties (as required); and
- f) any other representation that either Party deems necessary and will assist in the Review Meeting fulfilling its obligations.

It is acknowledged by the Parties that it is possible that any one person may fulfil multiple roles, as a representative of the other Party, at any of the Review Meetings.

Appendix E
Training

(a) the provision of NEEDLE EXCHANGE SERVICES – Doncaster area

NDAE1. The Provider will ensure that staff working within the scope of Needle Exchange will receive the relevant training and supervision as defined within the service specification and that records of all training are retained.

(b) the provision of SUPERVISED CONSUMPTION SERVICES – Doncaster area

SDAE1. The Provider will ensure that all required training is carried out so that competencies in Supervised Consumption have been completed and that records of such are retained.