

**DATED \_\_\_\_\_ 2022**

**OXFORDSHIRE COUNTY COUNCIL**

**- and -**

**«Legal Entity of Service Provider CAPS» («NHSCode»)**

**DYNAMIC APPROVED PROVIDER LIST AGREEMENT  
FOR THE PROVISION OF  
COMMUNITY HEALTH CARE SERVICES  
(LOTS «Lots»)**

A Bradley  
Director of Law & Governance  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND  
LS Solicitor Ref: JP/49515

## DYNAMIC APL FORM

**THIS DYNAMIC APL AGREEMENT** is made the            day of            2022

### **BETWEEN:**

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (the “**Council**”); and
- (2) «**Legal\_Entity\_of\_Service\_Provider**» whose registered office is at «**Legal\_Entity\_Address**», «**Legal\_Entity\_Town**», «**Legal\_Entity\_County**», «**Legal\_Entity\_Postcode**» (the “**Service Provider**” or “**Provider**”).

### **WHEREAS:**

- (A) The Council wishes to arrange for the provision of certain public health services in the exercise of its powers under section 12 Health and Social Care Act 2012 and all other enabling powers.
- (B) The Council has an advertisement in place in respect of this Dynamic APL Agreement covering the provision of community health care services and service providers may be added to the APL during the Dynamic APL Agreement Period to be permitted to participate in the award and ordering procedure for Services. The Dynamic APL Agreement is “dynamic” in the sense that it is not closed but open to other providers who may join at any time during the Dynamic APL Agreement Period.
- (C) The Service Provider qualified to be added to the list of service providers on this Dynamic APL Agreement on 09/03/2022
- (D) This Dynamic APL Agreement sets out the award and ordering procedure for Services, the main terms and conditions for any Call-off Contract and the obligations of the Service Provider during and after the term of this Dynamic APL Agreement.

**IT IS AGREED** that this Dynamic APL Agreement comprises this Dynamic APL Form and the following documents:

The Particulars

The Dynamic APL Conditions

The Schedules

- Schedule 1 Specification (for each Lot)
- Schedule 2 Finance (for each Lot)
- Schedule 3 Monitoring/Review (for each Lot)
- Schedule 4 Safeguarding Policies and Procedures
- Schedule 5 Information Governance
- Schedule 6 Call-off Contract Award Procedure

Schedule 7 Form of Call-off Contract  
Schedule 8 Serious Incident Reporting Procedure

In the event and to the extent of any conflict or inconsistency between the documents, the following order of priority between them (highest priority to lowest priority) shall apply to the extent that it is necessary to resolve the conflict or inconsistency:

Call-off Contract  
Dynamic APL Particulars  
Dynamic APL Conditions  
Schedules to the Dynamic APL Agreement

## PARTICULARS

1. The Dynamic APL Agreement shall commence on the Commencement Date and remain in full force and effect for the Dynamic APL Agreement Period subject to termination in accordance with the provisions of the Dynamic APL Agreement.
2. Commencement Date is 1<sup>st</sup> April 2022.
3. The Dynamic APL Agreement Period is the period from and including the Commencement Date until and including 31<sup>st</sup> March 2026.
4. Provisions dealing with options to extend and break the Dynamic APL Agreement Period (and the Call-off Contract Period) are set out at Conditions 7 and 29 respectively.
5. Council's Contact is the Public Health Business Administration Support team
6. Service Provider's Representative is  
«Name\_of\_Service\_Provider\_Representative»
7. Insurance Requirements include the following:

Type of Insurance	Required (Yes/No)	Level (£) (minimum on an each and every claim basis)
Professional Indemnity (Condition 23.1.3)	Yes	5,000,000 (five million)
Clinical Negligence (Condition 23.1.4)	Yes unless a member of the NHS Litigation Authority	5,000,000 (five million)
Sexual abuse and molestation (Condition 23.1.5)	Yes unless a member of the NHS Litigation Authority	5,000,000 (five million)

8. The Council's email address for notices is [publichealthbas@oxfordshire.gov.uk](mailto:publichealthbas@oxfordshire.gov.uk)
9. The Service Provider's email address for notices is  
«Email\_of\_Service\_Provider\_Representative»
10. The Council's postal address for notices shall be as set out at Condition 27.1.
11. The names and/or job titles of persons to whom disputes should be referred under Condition 33.1 to are:

For the Council: [shakiba.habibula@oxfordshire.gov.uk](mailto:shakiba.habibula@oxfordshire.gov.uk)

For the Service Provider: «Name\_of\_Service\_Provider\_Representative»

12. Special Conditions – The following special conditions apply.

SC1. Exclusivity and Appointment to the APL

SC1.1. The Service Provider has not been appointed to provide any of the services specified in Schedule 1 for each Lot under the Dynamic APL Agreement on an exclusive basis. Other service providers have also been and will be appointed to provide such services under similar dynamic APL agreements and the Council may award contracts to those or other service providers.

SC1.2. Notwithstanding the fact that the Council has followed the Call-off Contract Award Procedure, the Council shall be entitled at all times to decline to make an award for its Services requirements. Nothing in the Purchasing Terms shall oblige the Council to award Call-off Contracts under the Dynamic APL Agreement.

SC1.3. The APL shall remain open to new Service Providers who wish to be permitted to participate in the Call-off Contract Award Procedure during the Dynamic APL Agreement Period subject to complying with the Council's conditions for joining the APL as advertised on the South East Business Portal <https://sebp.due-north.com/>

SC2. Call-off Contracts under the Dynamic APL Agreement

The Call-off Contract Award Procedure shall apply to the award of Call-off Contracts under the Dynamic APL Agreement.

SC3 Service User Health Records

SC3.1 The Service Provider shall create, maintain, store and retain Service User Health Records for all Service Users. The Service Provider shall retain such records for the periods of time identified in relevant Enactments and securely destroy them thereafter.

SC3.2 Where relevant and subject to compliance with Enactments, the Service Provider shall at the reasonable request of the Council promptly transfer or deliver a copy of the Service User Health Record held by the Service Provider for any Service User for which the Council is responsible to the Council or a third party provider of healthcare or social care services designated by the Council.

SC3.3 The Service Provider shall:

SC3.3.1 use Service User Health Records solely for the execution of the Service Provider's obligations under this Contract; and

SC3.3.2 give each Service User full and accurate information regarding his/her treatment and shall evidence that in writing in the relevant Service User Health Record.

SC3.4 Subject to Guidance, the Service User Health Records for Service Users shall include the verified NHS number.

#### SC4 Co-operation

SC4.1 The Service Provider shall co-operate fully and liaise appropriately with:

- (a) the Council;
- (b) any third party provider from whose care the Service User may be transferred to the Service Provider;
- (c) any third party provider to whose care the Service Provider may transfer or discharge the Service User;
- (d) any third party provider which may be providing care to the Service User at the same time as the Service Provider's provision of the relevant Services to the Service User; and;
- (e) primary and social care services,  
in order to

SC4.1.1 ensure that a consistently high standard of care for the Services User is at all times maintained;

SC4.1.2 ensure a co-ordinated approach is taken to promoting the quality of Service User care spanning more than one provider; and

SC4.1.3 achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, Services Users, employees of the Council or members of the public.

SC4.2 The Service Provider shall ensure that the provision by it of any activity to any third parties shall not hinder or in any way adversely affect its delivery of the Services to the Council or its performance of these Purchasing Terms generally.

SC5 Good Clinical Practice

The Service Provider shall carry out the Services in accordance with Good Clinical Practice.

SC6 Emergency Preparedness and Resilience including Major Incidents

- SC6.1 The Service Provider shall act in accordance with national and local civil contingency plans and comply with the Civil Contingencies Act 2004 to the extent applicable.
- SC6.2 The Service Provider, where appropriate, shall have plans to manage all surges in activity.
- SC6.3 The parties shall contribute to and co-operate in the development and review of any relevant Major Incident Plan.
- SC6.4 If required the parties shall assist in the development of and participate in joint planning and training exercise connected with any relevant Major Incident Plans and shall participate in joint planning and training exercises for emergency preparedness with other NHS organisations, contracted healthcare providers, local authorities and other local organisations.
- SC6.5 The Service Provider and the Council shall have and maintain an up-to-date Emergency Response Plan unless otherwise agreed by the Council.
- SC6.6 If there is a Major Incident the parties shall:
  - SC6.6.1 comply with any relevant Major Incident Plan; and
  - SC6.6.2 implement their Emergency Response Plan.
- SC6.7 In the event of a Major Incident the Service Provider shall provide the Council with such further assistance as may reasonably be required by the Council to deal with the Major Incident, and the right of the Council to reduce sums under Condition 6.5 shall not apply where such right has arisen as a result of the Service Provider complying with its obligations under this Clause SC6.
- SC6.8 In the event of a Major Incident the Council shall provide the Service Provider with such further assistance as may reasonably be required by the Service Provider to deal with the Major Incident.

## SC7 Serious Incident Reporting

In this Special Condition SC7 except where the context otherwise requires, the following expressions shall have the following meanings:

**“Lessons Learned”** means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Service Provider’s provision of the Services;

**“Monitor”** means the public office established under the Health and Social Care (Community Health and Standards) Act 2003 with responsibility for authorising NHS Foundation Trusts and accountable to Parliament, and continuing under section 31 of the National Health Service Act 2006, and any successor body or bodies from time to time, as appropriate;

**“Patient Safety Incident”** means any unintended or unexpected incident which could have or did lead to harm to one or more Service Users; and

**“Serious Incident”** means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Service Provider’s premises or where the action of the Service Provider, the Staff or the Council are likely to be of significant public concern.

SC7.1 The Service Provider shall comply with the arrangements for notification of Serious Incidents to CQC and to any other regulatory body as appropriate, in accordance with all Enactments.

SC7.2 The Service Provider shall, in accordance with the timescales set out in Schedule 8 (*Serious Incident Reporting Procedure*), send the Council a copy of any notification it gives to CQC, any other regulatory body or Monitor where that notification directly or indirectly concerns any Service User.

SC7.3 The parties shall comply with the:

SC7.3.1 arrangements for investigating Serious Incidents; and

SC7.3.2 procedures for implementing and sharing the Lessons Learned in relation to Serious Incidents,

that are agreed between the Service Provider and the Council and set out in Schedule 8 (*Serious Incident Reporting Procedure*).

SC7.4 The Service Provider shall comply in all respects with the procedures:

SC7.4.1 relating to Patient Safety Incidents; and



SC7.4.2 for implementing and sharing the Lessons Learned in relation to Patient Safety Incidents,

that are agreed between the Service Provider and the Council and set out in Schedule 8 (*Serious Incident Reporting Procedures*).

SC7.5 The Council shall have complete discretion to use the information provided by the Service Provider under this Special Condition SC7 and Schedule 8 (*Serious Incident Reporting Procedure*) in any report which it makes to Monitor, CQC, any NHS Body, any Strategic Health Authority, any office or agency of the Crown, or any other appropriate regulatory or official body in connection with such Serious Incidents, or in relation to the prevention of Serious Incidents, provided that it shall in each case notify the Service Provider of the information disclosed, and the body to which it has disclosed it.

SC7.6 The Service Provider must consider and respond to the recommendations arising from any audit, death, Serious Incident report or Patient Safety Incident report;

#### SC8 Death of a Service User

The Service Provider shall maintain and operate a policy that complies with Good Clinical Practice and Good Industry Practice and all relevant Enactments, which details the procedures that it shall follow in the event of the death of a Service User whilst in the Service Provider's care.

#### SC9 Consent

The Service Provider shall operate a patient consent policy to comply with Good Clinical Practice, Good industry Practice and all relevant Enactments.

#### SC10 Key Performance Indicators

SC10.1 The Service Provider must achieve the performance specified in Schedule 3 (Monitoring/Review) for each Lot that they provide in relation to the outcome measures as set out in that Schedule.

SC10.2 For the avoidance of doubt breach of the required outcome measure will constitute a Default and may depending on its severity constitute a material Default.

## SC11 Suspension of Services under a Call-off Contract

SC11.1 Following suspension of the Services or part thereof pursuant to Condition 28.4 the Service Provider must at the reasonable request of the Council and for a reasonable period:

- a) Co-operate fully with the Council and any successor provider of the suspended Services in order to ensure continuity and a smooth transfer of the suspended Services and to avoid any inconvenience to or risk to the health and safety of Service Users, employees of the Council or members of the public; and
- b) At the cost of the Service Provider:
  - (i) promptly provide all reasonable assistance and all information necessary to effect an orderly assumption of the suspended Service by an alternative successor provider; and
  - (ii) deliver to the Council all materials, papers, documents and operating manuals owned by the Council and used by the Service Provider in the provision of the suspended Services.

SC11.2 As part of its compliance with Special Condition SC11 the Service Provider may be required by the Council to agree a transition plan with the Council and/or any alternative successor provider.

## SC12. Protection of Personal Data

For the purposes of this Special Condition SC12 and the Information Governance Schedule:

**“Agreed Purposes”** has the meaning given to it in clause 1.3 of the Information Governance Schedule;

**“Data Controller”, “Data Subject”, “Personal Data”, “Special Category Personal Data”** shall have the same meaning set out in the Data Protection Legislation;

**“Data Loss Event”** means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Contract; and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including Personal Data breach;

**“Data Protection Legislation”** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426)

as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party;

**“Data Subject Request”** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;

**“Privacy Notice”** means a notice to Data Subjects complying with and providing all the information required to Data Subjects under Data Protection Legislation including but not limited to details of Personal Data that will be shared with the Council pursuant to this Contract;

**“Process” and “Processing”** shall have the same meanings as set out in the Data Protection Legislation but for the purposes of this Contract shall include both manual and automatic processing;

**“Regulatory Authority”** means any competent data protection or privacy authority by which either party is regulated;

**“Shared Personal Data”** means the Personal Data and Special Category Personal Data to be shared between the parties as set out at clause 9 of the Information Governance Schedule; and

**“SPoC”** has the meaning set out at clauses 1.4 and 9 of the Information Governance Schedule; and

**“UK GDPR”** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

SC12.1 With respect to the parties' rights and obligations under this Contract, the parties agree that each party is a Data Controller.

SC12.2 The parties shall share Personal Data as necessary to fulfil the Agreed Purposes in accordance with the Information Governance Schedule.

SC12.3 Each party shall in connection with the provision of the Services and the performance of its obligations under the Contract:

SC12.3.1 comply with the requirements of the Data Protection Legislation; and

SC12.3.2 comply with the provisions of the Information Governance Schedule.

SC12.4 Without prejudice to any other provisions of this Contract, the provisions of Conditions 12 shall apply to Personal Data to the same extent as applicable to Council Data.

SC12.5 The Council may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with Data Protection Legislation.

SC13. Prevent Obligations

For the purposes of this Special Condition SC13:

**“Prevent Strategy”** means the strategy published by the Government in 2011 to prevent people from being drawn into terrorism as set out in the document “Prevent Duty Guidance in England and Wales” (<https://www.gov.uk/government/publications/prevent-duty-guidance>)

Where the nature of the Services is such that Staff are in contact with persons who may be at risk of being drawn into terrorism:

SC13.1. The Service Provider shall provide all reasonable support and assistance to the Council in respect of the Council’s duties under the Prevent Strategy.

SC13.2. The Service Provider shall ensure that all Staff are given appropriate training in the Prevent Strategy including the identification and referral of those at risk of being drawn into terrorism.

SC13.3. Any member of Staff who becomes aware of a person who may be at risk of radicalisation must promptly raise a safeguarding concern in accordance with the Council’s safeguarding policies and procedures.

**AS WITNESS** the hands of the parties have been set the day and year first before written.

For and on behalf of the Council:

**SIGNED by Shakiba Habibula**

**Signature:**

**Position: Consultant in Public Health**

For and on behalf of the Service Provider:

**EXECUTION CLAUSE FOR A LIMITED COMPANY**

**SIGNED by**

**Signature:**

**Position:**

(and duly authorised signatory)

**EXECUTION CLAUSE FOR A SOLE TRADER/INDIVIDUAL**

**Signed by**

**Signature:**

**EXECUTION CLAUSE FOR A PARTNERSHIP**

*(Provided evidence of authorisation to bind all partners of partnership)*

**Signed by**

**Signature:**

**EXECUTION CLAUSE FOR AN INCORPORATED CHARITY**

**Signed by**

**Signature:**

**Signature:**

**EXECUTION CLAUSE FOR AN UNINCORPORATED CHARITY**

**Signed by**

**Signature:**

**Signature:**

# CONDITIONS OF DYNAMIC APL AGREEMENT

## INDEX

### Condition    Heading

#### **PART ONE – FORMALITIES**

- 1            Definitions and Construction
- 2            Formation of Dynamic APL Agreement and Sufficiency of Information
- 3            Applicable Law and Jurisdiction

#### **PART TWO - SERVICE PROVISION AND OBLIGATIONS OF THE SERVICE PROVIDER**

- 4            Provision of the Services
- 5            Service Standard and Minimum Criteria
- 6            Call-off Contract Price
- 7            Extension
- 8            Staff
- 9            Monitoring/Review
- 10          Change Control
- 11          Statutory Obligations
- 12          Council Data and Security Requirements
- 13          Equal Opportunities
- 14          Health and Safety
- 15          Intellectual Property Rights
- 16          TUPE
- 17          Freedom of Information
- 18          Safeguarding Policies and Procedures

**Condition    Heading**

**PART THREE – GENERAL**

19	Complaints
20	Gratuities
21	Confidentiality
22	Indemnity
23	Insurance
24	Publicity and Advertising
25	Assignment and Sub-Contracting
26	No Agency/Employment/Partnership
27	Service of Notices
28	Termination
29	Break
30	Recovery and Handover on Purchasing Terms and Effect of Termination
31	Business Continuity and Force Majeure
32	Severance
33	Disputes and Mediation
34	Waiver
35	No Fetter
36	Variations to the Purchasing Terms
37	The Contracts (Rights of Third Parties) Act 1999

## CONDITIONS OF DYNAMIC APL AGREEMENT

### PART ONE – FORMALITIES

#### 1 Definitions and Construction

##### 1.1 In these conditions, except where the context otherwise requires, the following expressions shall have the following meanings:

**“APL”** means the approved provider list arrangements and agreements with the Dynamic APL Agreement Providers for the delivery of Services on a Call-off basis;

**“Application”** means the Service Provider’s application to the Dynamic APL Agreement;

**“Associated Company”** means any holding company from time to time of the Service Provider and any subsidiary from time to time of the Service Provider, or any subsidiary of any such holding company (“holding company” and “subsidiary company” having the same meanings as in section 1159 of the Companies Act 2006);

**“Call-off Contract”** means a written contract between the Council and the Service Provider awarded under the Dynamic APL Agreement in substantially the form set out in Schedule 7 incorporating the Conditions and **“Call-off Contracts”** means any and all Call-off Contracts entered into between the parties;

**“Call-off Contract Award Procedure”** means the procedure for awarding a Call-off Contract pursuant to the Dynamic APL Agreement as described in Schedule 6;

**“Call-off Contract Period”** means the Call-off contract period specified in the Call-off Contract;

**“Call-off Contract Price”** means the Call-off contract price specified in the Call-off Contract which shall be in accordance with the schedule of rates set out in Schedule 2 of each Lot;

**“Carers”** 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;

**“Clients”** means Service Users;

**“Commencement Date”** means the date specified as such in the Particulars;

**“Conditions”** means these conditions;



**“Consent”** means:

- (i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by any Enactment for or in connection with the performance of Services; and/or
- (ii) any necessary consent or agreement from any third party needed either for the performance of the Service Provider’s obligations under these Purchasing Terms or for the provision by the Service Provider of the Services in accordance with these Purchasing Terms;

**“Council Data”** means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which:

- (i) are supplied to the Service Provider by or on behalf of the Council; or
- (ii) the Service Provider is required to generate, process, store or transmit pursuant to the Purchasing Terms.

**“Council Premises”** means any premises owned, occupied or used by the Council;

**“Council’s Contact”** means the person specified in the Particulars and any such other person as may be appointed by the Council and notified in writing to the Service Provider to act generally or for specified purposes or periods;

**“CQC”** means the care quality commission established under the Health and Social Care Act 2008 or successor body;

**“DBS”** means the Disclosure and Barring Service or any successor body;

**“DBS Checked Member of Staff”** means a member of Staff for whom a Disclosure has been obtained and if holding any convictions has been approved in writing by the Council in accordance with Condition 8.6;

**“Default”** means any breach of the obligations of the Service Provider under these Purchasing Terms or any default, act, omission or negligence of the Service Provider or Staff in connection with or in relation to the subject matter of these Purchasing Terms;

**“Disclosure(s)”** means the disclosure(s) referred to in Conditions 8.3.1 and 8.3.2;

**“DO”** means the designated officer as set out in the statutory guidance document entitled ‘Working Together to Safeguard Children’;

**“Dynamic APL Agreement”** means this approved provider list agreement entered into between the Council and the Service Provider consisting of the Dynamic APL Form, the Particulars, the Conditions and the Schedules and Annexes to them (if any);

**“Dynamic APL Agreement Period”** is the period set out in the Particulars;

**“Dynamic APL Providers”** means the Service Provider and other providers of the Services set out at Schedule 1 for each Lot who have entered similar APL agreements with the Council as this Dynamic APL Agreement who shall be permitted to participate in the Call-off Contract Award Procedure (and “Dynamic APL Provider” shall mean any one of them);

**“EIRs”** means the Environmental Information Regulations 2004;

**“Emergency Response Plan”** means each party’s operational plan to respond to Major Incidents in accordance with the requirements of any relevant Major Incident Plans;

**“Enactments”** means directives, statutes, regulations, orders, judgments of relevant courts, instruments, national and governmental codes of practice and best practice guidelines or other similar instruments as the same may be amended, replaced or re-enacted by any subsequent directive, statute, regulation, order, judgment, instrument, code or guidelines and references to any statute shall also include any secondary legislation made under it and references in the Purchasing Terms to a specific Enactment shall be construed on this basis;

**“Finance Schedule”** means the finance schedule set out in Schedule 2 for each Lot;

**“FOIA”** means the Freedom of Information Act 2000;

**“Force Majeure Event”** means any event or occurrence which is outside the reasonable control of the party concerned and which is not attributable to any act or failure to take preventative action by that party, including fire (save where such fire is due to the negligence or fault of that party); natural 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:

- a) any industrial action occurring within the Service Provider’s or its sub-contractor’s organisation; or
- b) the failure by any sub-contractor of the Service Provider to perform its obligations under any sub-contract;

**“Good Clinical Practice”** means 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;

**“Good Industry Practice”** means standards, practices, methods and procedures conforming to all Enactments and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be

expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;

**“Intellectual Property Rights”** means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, semi-conductor topography rights, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off;

**“Invitation to Tender”** or **“ITT”** means the invitation issued by the Council to providers to bid to join the APL for the provision of the Services on a Call-off basis;

**“Local HealthWatch”** means the Local Healthwatch organisation as described in s 222 of the Local Government and Public Involvement in Health Act 2007 (as amended by the Health and Social Care Act 2012) or successor body with similar functions;

**“Lot”** means one of the three categories of Services set out at Schedule 1. The Lots for which the Service Provider has applied and been accepted are stated on the first page of the Dynamic APL Form;

**“Major Incident”** means an event or occurrence which is designated as such by Category 1 Responders (as designated by the Civil Contingencies Act 2004) or by the Major Incident Plan;

**“Major Incident Plan”** means the plan implemented in each local authority area in accordance with the Civil Contingencies Act 2004 to plan for and coordinate responses to civil emergencies;

**“Minimum Criteria”** means the minimum criteria specified in the Council’s advertisement for the Dynamic APL Agreement and/or the ITT;

**“Monitoring/Review Schedule”** means the monitoring and review schedule set out in Schedule 3 for each Lot;

**“NHS Body”** means a health service body as defined in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of the Health and Social Care Act 2012;

**“NICE”** (the National Institute for Health and Clinical Excellence) 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);

**“Prohibited Act”** means the following acts:

- (a) offering (directly or indirectly), promising or giving any person working for or engaged by the Council a financial or other advantage to: (i) induce

that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

- (b) requesting (directly or indirectly), agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Purchasing Terms;
- (c) committing any offence: (i) under the Bribery Act 2010; (ii) under any Enactment creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to the Purchasing Terms or any other contract with the Council; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Council;

**“Purchasing Terms”** means the Dynamic APL Agreement and Call-off Contracts;

**“Quality Standards”** means the quality standards published by the National Institute for Health and Clinical Excellence, BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Service Provider would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1 (Specification) for each Lot;

**“Regulated Activity”** has the meaning given to it in the SVGA;

**“Regulated Activity Provider”** has the meaning given to it in the SVGA;

**“Response”** means any proposal submitted by the Service Provider under the Call-off Contract Award Procedure;

**“RIDDOR”** means the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995;

**“Service Provider’s Representative”** means the person specified in the Particulars and any such other person as may be appointed by the Service Provider and notified in writing to the Council to act generally or for specified purposes or periods;

**“Services”** means the services to be provided as specified in the specification set out in Schedule 1 for each Lot;

**“Service User”** means a patient or service user of the Council or any other patient, client or customer who is referred or presents to the Service Provider or otherwise receives Services under a Call-off Contract;

**“Service User Health Record”** means a record which consists of information relating to the particular physical or mental health or condition of a Service User, (whether in electronic form or otherwise);

**“Staff”** means all persons, whether paid or unpaid, engaged by the Service Provider to perform the Purchasing Terms or used in the performance of the Purchasing Terms including the Service Provider’s employees, agents and Sub-Contractors;

**“Sub-Contractor”** means a third party at any stage of remoteness from the Council in a subcontracting chain appointed for the purpose of performing (or contributing to the performance of) the whole or any part of a Call-off Contract;

**“Suspension Event”** means any circumstances excluding a Force Majeure event which may in the reasonable opinion of the Council create an immediate and serious threat to the health or safety of any Service User or may result in a material interruption in the provision of any one or more of the Services;

**“SVGA”** means the Safeguarding Vulnerable Groups Act 2006 as amended by the Protection of Freedoms Act 2012; and

**“Working Day”** means Monday to Friday inclusive other than bank holidays and any other public holidays.

- 1.2 The definitions given in the Particulars apply.
- 1.3 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- 1.4 The headings and titles in these Purchasing Terms are for ease of reference only and shall not be taken into account in its construction or interpretation.
- 1.5 The expression “person” used in these Purchasing Terms shall include any individual, partnership, local authority or incorporated or unincorporated body.
- 1.6 The expression “including” means including without limitation or prejudice to the generality of any preceding description, defining term, phrase or word(s) and “include” shall be construed accordingly;
- 1.7 These Purchasing Terms constitute the entire understanding between the Service Provider and the Council in relation to the subject matter of these Purchasing Terms and supersede all prior contracts, undertakings, representations and negotiations whether oral or written except that nothing in this condition shall exclude or restrict liability for fraudulent or fundamental misrepresentations.

1.8 This Dynamic APL Agreement may be executed in any number of counterparts and this shall have the same effect as if the signatures and, where applicable, seals on the counterparts were on a single copy of this Dynamic APL Agreement.

## 2 Formation of Dynamic APL Agreement and Sufficiency of Information

### 2.1 Inspection of Premises and other investigations

2.1.1 The Service Provider shall be deemed to have inspected the premises (including any equipment) where the Services are to be performed before submitting an Application or Response and otherwise to have understood the nature and extent of the services to be provided and be satisfied in relation to all matters connected with the performance of the Purchasing Terms.

2.1.2 Information relating to such premises may have been provided to assist in the preparation of the Application and Response but these details cannot be guaranteed and it shall be deemed that the Service Provider has satisfied itself as to their correctness.

2.2 The Service Provider shall be deemed to have satisfied itself before submitting its Application or Response as to the accuracy and sufficiency of the rates and prices stated by the Service Provider in its Application or Response which shall (except in so far as is otherwise expressly provided in the Purchasing Terms) cover all the Service Provider's obligations under the Purchasing Terms and the Service Provider shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Application or Response.

2.3 The Service Provider warrants and represents that all written statements and representations in any written submissions made by the Service Provider as part of the procurement process, including without limitation its response to the pre-qualification questionnaire (if applicable), its Application and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Dynamic APL Agreement or to the extent that the Service Provider has otherwise disclosed to the Council in writing prior to the date of this Dynamic APL Agreement.

2.4 The Service Provider warrants and represents that it has full capacity and authority and all necessary consent (including where its procedures require the consent of its parent company) to enter into and perform the Purchasing Terms and that the Dynamic APL Agreement is and any Call-off Contract made under will be executed by a duly authorised representative of the Service Provider.

## 3 Applicable Law and Jurisdiction

The Purchasing Terms and any claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## **PART TWO - SERVICE PROVISION AND OBLIGATIONS OF THE SERVICE PROVIDER**

### **4 Provision of the Services**

When required pursuant to a Call-off Contract, the Service Provider will provide the Services in accordance with the relevant Call-off Contract and will otherwise perform its obligations in accordance with the Purchasing Terms.

### **5 Service Standard and Minimum Criteria**

5.1 The Service Provider will provide the Services, and perform its obligations under the Purchasing Terms, with all due skill, care and diligence in accordance with Good Industry Practice including without limitation the Quality Standards and any further standards specified in the Schedules and/or Call-off Contract.

5.2 The Service Provider is responsible for the accuracy of all information supplied to the Council in connection with the provision of the Services and will pay the Council any and all costs occasioned by any discrepancies, errors or omissions in such information.

5.3 Where applicable the Service Provider shall maintain accreditation with the relevant Quality Standards authorisation body.

5.4 The Service Provider shall, (unless otherwise lawfully agreed with the Council in writing) comply, where applicable, with the registration and regulatory compliance guidance of and all requirements and enforcement actions issued from time to time by CQC and any other relevant regulatory body including without limitation NICE and Local Healthwatch.

5.5 The Service Provider must meet the Minimum Criteria at all times and shall notify the Council within 5 Working Days if it no longer meets any of the Minimum Criteria.

5.6 Without prejudice to its other obligations under any Call-off Contract, the Service Provider must promptly notify the Council if it becomes aware of any circumstances which may affect its ability to perform a Call-off Contract in accordance with its terms.

### **6 Call-off Contract Price**

6.1 In consideration of the performance of the Service Provider's obligations under any Call-off Contract, the Council shall pay the Call-off Contract Price.

6.2 The Call-off Contract Price shall be the full and exclusive remuneration of the Service Provider in respect of the supply of the Services. Unless otherwise specified in the Finance Schedule/s for each Lot or any Call-off Contract, the Call-off Contract Price shall be deemed to include every cost and expense of



the Service Provider directly or indirectly incurred in connection with the performance of the Services.

- 6.3 Unless otherwise set out in the Particulars or the Finance Schedule/s for each Lot the Contract Price is exclusive of value added tax (“**VAT**”) where VAT is applicable. The Council shall pay to the Service Provider any VAT chargeable on the Contract Price subject to the provision to the Council of a proper VAT invoice.
- 6.4 Where the Service Provider submits an invoice to the Council in accordance with this Condition 6 and the Finance Schedule/s for each Lot, the Council will consider and verify that invoice in a timely fashion.
- 6.5 Unless a shorter period is agreed in the Finance Schedule/s for each Lot, the Council shall pay the Service Provider any sums due under such an invoice (or part thereof) no later than a period of 28 days from the date on which the Council has determined that the invoice (or part thereof) is valid and undisputed.
- 6.6 Where the Council fails to comply with Condition 6.4 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of Condition 6.5 after a reasonable time has passed.
- 6.7 Unless otherwise agreed in the Finance Schedule/s for each Lot or the Call-off Contract, invoices shall be submitted monthly in arrears for Services provided.
- 6.8 Where an invoice is disputed, the parties shall seek to resolve the dispute promptly and, if necessary, the matter shall be dealt with in accordance with Condition 33. The Council shall be under no obligation to pay the disputed charge until the dispute has been resolved. For the avoidance of doubt, where an invoice is disputed in part, the Council shall pay such part of the invoice which is not in dispute in accordance with Condition 6.5.
- 6.9 Each invoice shall:
  - 6.9.1 Be submitted to the address of the Council specified in the Finance Schedule/s of each Lot or the Call-off Contract (or if none is specified to the address set out in the Dynamic APL Form);
  - 6.9.2 Contain a detailed breakdown of Services supplied;
  - 6.9.3 Be supported by any information required by the Council to substantiate such invoice; and
  - 6.9.4 Comply with any other provisions in the Finance Schedule/s for each Lot or the Call-off Contract in respect of invoices.

- 6.10 Without prejudice to any other right or remedy of the Council, the Council may, acting reasonably, reduce payment in respect of any Services which the Service Provider has failed to provide or has provided inadequately.
- 6.11 Without prejudice to any other right or remedy of the Council, where any sum of money is recoverable from or payable by the Service Provider or any Associated Company under any Call-off Contract or any other contract between the Service Provider or an Associated Company and the Council (including in all instances any sum which the Service Provider or an Associated Company is liable to pay in respect of any breach of contract), the Council may deduct that sum from monies payable by the Council to the Service Provider under any Call-off Contract.
- 6.12 In the event of termination or expiry of any Call-off Contract, the Service Provider shall repay to the Council any part of the Call-off Contract Price which it has been paid in respect of Services not provided by the Service Provider at the date of termination or expiry.
- 6.13 In its performance of any Call-off Contract the Service 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 the Call-off Contract or any Enactment).

## 7 Extension

The Council may extend the Dynamic APL Contract Period and/or the Call-off Contract Period on the same terms (including, for the avoidance of doubt, at the same Contract Price) upon written notice to the Service Provider provided always that unless otherwise agreed with the Service Provider no less than six (6) months' prior notice will be given on each occasion. The maximum aggregate period for such extension shall be one year.

## 8 Staff

- 8.1 When requested by the Council on reasonable grounds the Service Provider shall, following reasonable notice, make available to the Council records of all Staff involved in the provision of the Services.
- 8.2 The Service Provider's employment systems shall accord with the Council's policy on checking criminal records and the Service Provider shall on request supply to the Council such information as it may reasonably require to ensure that its employment systems do so accord.
- 8.3 The Service Provider shall:
- 8.3.1 Ensure that Staff whose work falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 and, where the Services involve a Regulated Activity, all Staff carrying out a Regulated Activity are subject to a valid criminal record check undertaken through the DBS (either by the Service Provider undertaking such check or by the Service Provider

carrying out a status check of the Staff member's certificate with the DBS) at an enhanced level where permissible and including a check against the adults' barred list and/or the children's barred list where permissible;

8.3.2 Where:

a) Staff whose work falls within the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975; and/or

b) Staff carrying out a Regulated Activity, where the Services involve a Regulated Activity,

Have lived and/or worked abroad for a continuous period of three months or more in the preceding five years, obtain a criminal records check, or 'Certificate of Good Character', from their country of origin and those countries in which they have lived and /or worked. Where such checks or certificates and other documentation are provided in a foreign language they must be translated and that translation supported by a "Certificate of Authenticity of Translation";

8.3.2 Monitor its procedures to ensure that the appropriate checks are carried out for all Staff.

8.3.3 Ensure that all Disclosures pursuant to Condition 8.3.1 are renewed as required by any relevant Enactments and, in respect of any Staff working in domiciliary care and/or working with children, not less than every three (3) years and that the Service Provider checks Disclosures upon renewal.

8.3A Where the Services involve a Regulated Activity, the provisions of this Condition 8.3A shall apply:

8.3A.1 The parties acknowledge that the Service Provider is, for the purposes of the SVGA, a Regulated Activity Provider, with ultimate responsibility for the management and control of the Regulated Activity provided pursuant to the Purchasing Terms.

8.3A.2 The Service Provider warrants that at all times for the purposes of the Purchasing Terms it has no reason to believe that any Staff are barred from the provision of the Services under the SVGA.

8.3A.3 The Service Provider shall refer information about any Staff member to the DO (and to the DBS if required by the DBS) where it has concerns about such Staff member or it removes permission for such Staff member to carry out the Services (or would have, if such Staff member had not otherwise ceased to carry out the Services) because, in its opinion, such Staff member has harmed or poses a risk of harm to the

users of the Services. Such reference shall be made within 24 hours of the earlier of such concerns arising or the removal of such permission.

8.3A.4 The Service Provider shall not employ or use the services of any Staff who are barred from, or whose previous conduct or records indicate that they would not be suitable to carry out, any Regulated Activity or who may otherwise present a risk to users of the Services.

- 8.4 Pending the receipt of the relevant Disclosure no member of Staff requiring a Disclosure under Condition 8.3.1 shall be used in the provision of the Services unless in the case of Staff carrying out a Regulated Activity such member is accompanied at all times by a DBS Checked Member of Staff, the Council's consent has been obtained and any relevant provisions in Schedule 4 have been complied with.
- 8.5 The Service Provider shall obtain the written consent of the Staff referred to in Condition 8.3.1 to pass the Disclosures to the Council where those Disclosures reveal a conviction or other relevant information which indicates such Staff may pose a risk to the Council, Council staff or users of Council services.
- 8.6 Where a Disclosure reveals a conviction or other relevant information (as defined in Condition 8.5 above) the Service Provider shall carry out a risk assessment in accordance with the Council's instructions and shall share the details of such risk assessment with the Council's Contact.
- 8.7 The Service Provider shall ensure that where a conviction or other relevant information (as defined in Condition 8.5 above) is revealed by a Disclosure or otherwise no such Staff referred to in Conditions 8.3.1 and 8.3.2 shall be used in the provision of the Services without the prior written permission of the Council's Contact.
- 8.8 The Service Provider shall provide details of its policies and procedures for recruitment, training, development, supervision and other Staff-related policies when requested to do so.
- 8.9 The Service Provider will ensure that it has in place an effective whistleblowing procedure whereby Staff may raise in confidence concerns about possible malpractice without fear of victimisation, subsequent discrimination or disadvantage.
- 8.10 Staff involved in the delivery of the Services shall be supplied with and must display a form of identification by the Service Provider. The Service Provider shall ensure that such identification is returned to the Service Provider on the last day of employment of such member of Staff and retained as part of the Service Provider's Staff records.
- 8.11 The Service Provider shall retain Staff records for six (6) years following the last day such Staff are engaged in providing the Services.

- 8.12 When requested by the Council on reasonable grounds, the Service Provider will cease to use any member of Staff specified by the Council for the provision of the Services.
- 8.13 The Service Provider shall have an anti-bribery policy (which shall be disclosed to the Council upon request) to prevent the Service Provider and its Staff from committing a Prohibited Act and shall enforce it where appropriate.
- 8.14 The Service Provider shall have sufficient appropriately qualified and experienced medical, nursing and other clinical and non-clinical Staff to ensure that the Services are provided in all respects and at all times in accordance with these Purchasing Terms. If requested by the Council, the Service Provider shall as soon as practicable and by no later than 20 Working Days of receipt of such written request, provide the Council with evidence of the Service Provider's compliance with this Condition 8.14.
- 8.15 The Service Provider shall ensure that the Staff:
- 8.15.1 If applicable, are registered with and where required have completed their revalidations by the appropriate professional regulatory body;
  - 8.15.2 Possess the appropriate qualifications, experience, skills and competencies to perform the duties required of them and be appropriately supervised (including where appropriate preceptorship and rotations arrangements), managerially and professionally;
  - 8.15.3 Are covered by the Service Provider's insurance arrangements (as identified and to the extent set out in Condition 23 for the provision of the Services; and
  - 8.15.4 Are aware of and respect equality and human rights of colleagues, Service Users, Carers and the public
- 8.16 The Service Provider shall have in place systems for seeking and recording specialist professional advice and shall ensure that every member of Staff involved in the provision of the Services receives:
- 8.16.1 Proper and sufficient continuous professional and personal development, training and instruction;
  - 8.16.2 Full and detailed appraisal in terms of performance and on-going education and training; and
  - 8.16.3 Professional leadership commensurate with the Services

each in accordance with Good Clinical Practice and Good Industry Practice and the standards of their relevant professional body, if any.

9 Monitoring/Review

- 9.1 Subject to Condition 9.2 below the Service Provider shall maintain comprehensive and accurate records of work carried out in the provision of the Services and shall retain such records and Council Data for a minimum of six (6) years from the date of termination or expiry of the relevant Call-off Contract or such longer period as may be required under any Enactment or such other period as specified by the Council.
- 9.2 If and when required by the Council any Council Data held under or in connection with the Purchasing Terms must be securely destroyed and/or permanently deleted.
- 9.3 The Service Provider shall retain Staff records for six (6) years following the last day Staff are engaged in providing the Services or such longer period as may be required under any Enactment.
- 9.4 The Service Provider shall provide the Council with access to all Council Data and records relating to the Services upon request.
- 9.5 The Service Provider shall provide and supply to the Council at no cost to the Council such other information or access to such information (including the Service Provider's policies and procedures) as the Council may reasonably request as to the provision of the Services and the performance of the Service Provider's obligations under the Purchasing Terms and render the Council all reasonable assistance in connection with their monitoring and review.
- 9.6 The Service Provider shall permit the Council, or its nominated auditor, to access the Service Provider's premises and records on reasonable notice in order to audit the Service Provider's performance of the Purchasing Terms.
- 9.7 The Council is required to monitor and report to the Department for Energy and Climate Change ("**DECC**") on its service providers' CO<sub>2</sub> emissions on an annual basis. The Service Provider undertakes to provide the Council with such information relating to its CO<sub>2</sub> emissions as the Council may require from time to time in order to fulfil its obligations to DECC.
- 9.8 The Service Provider's Representative shall liaise with the Council's Contact on all day-to-day matters relating to the Purchasing Terms.
- 9.9 The Service Provider shall not prevent a person authorised by the Local Healthwatch to enter the premises where the Services are provided and observe the provision of the Services.
- 9.10 The parties shall comply with the provisions of Schedule 3 (Monitoring/Review) applicable to the relevant Lot which is being provided by the Service Provider.

## 9 Change Control

- 10.1 Without prejudice to Conditions 28.6 and 29, insofar as is lawful, the Council may give reasonable written notice from time to time requesting changes to the Services (whether by way of discontinuance of any Services, the addition of new Services or increasing or decreasing the quantity of the Services, or changes to the locations where or the manner in which the Services are to be provided) for any reason whatsoever.
- 10.2 In the event of such a change being requested, the Call-off Contract Price may also be varied. Such variation to the Call-off Contract Price shall be calculated by the Council and agreed with the Service Provider and shall be such amount as properly and fairly reflects the nature and extent of the change to the Services in all the circumstances.
- 10.3 The Service Provider shall provide such information as may be reasonably required to establish the feasibility of the change to the Services and to enable a variation to the Call-off Contract Price to be calculated.
- 10.4 No change to the Services or the Contract Price shall have effect unless agreed between the parties and recorded in writing and signed on behalf of the Council and the Service Provider.

## 11 Statutory Obligations

- 11.1 The Service Provider shall, in the provision of the Services and the performance of its obligations under the Purchasing Terms, comply with all Enactments.
- 11.2 The Service Provider shall act in respect of any person who receives Services under the Purchasing Terms as if it were a public authority for the purposes of the Human Rights Act 1998. This Condition 11.2 shall be enforceable by persons who receive Services under the Purchasing Terms.

## 12 Council Data and Security Requirements

- 12.1 The Service Provider acknowledges that the Council Data is the property of the Council and the Council hereby reserves all Intellectual Property Rights which may subsist in the Council Data.
- 12.2 The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Council Data.
- 12.3 The Service Provider shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Service Provider of its obligations under this Contract or as otherwise expressly authorised in writing by the Council.
- 12.4 To the extent that Council Data is held and/or processed by the Service Provider, the Service Provider shall supply that Council Data to the Council or

any provider acting on the Council's behalf to deliver services similar to the Services as requested by the Council. The Service Provider shall take all actions necessary to ensure that it can legally comply with this obligation.

- 12.5 The Service Provider shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data.
- 12.6 The Service Provider shall ensure that any system or media on which the Service Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's written instructions.
- 12.7 All Council Data shall be stored in a useable format to ensure that the Service Provider can comply with Condition 30.2.1.
- 12.8 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's default so as to be unusable, the Council may:
  - a. Require the Service Provider (at the Service Provider's cost and expense) to restore or procure the restoration of the Council Data and the Service Provider shall do so as soon as practicable but not later than five Working Days from the corruption, loss or degradation; and/or;
  - b. Itself restore or procure the restoration of the Council Data and shall be repaid by the Service Provider any reasonable costs and expenses incurred in doing so.
- 12.9 If at any time the Service Provider suspects or has reason to believe that the Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Council immediately and take such remedial action as the Council shall reasonably require or as may be necessary to preserve, safeguard or restore the Council Data and keep the Council informed of all remedial action taken.
- 12.10 The Service Provider shall comply with all relevant Council policies where the Service Provider has access (remote or otherwise) to any systems or equipment of the Council.
- 12.11 Where the Service Provider access the Council's ICT Systems, it must comply with all instructions and guidance issued by the Council from time to time relating to the Service Provider's access and use (remote or otherwise) of the Council's ICT systems and ensure all Staff are made aware of this obligation. The Service Provider must ensure that it has a comprehensive training system in place for all Staff, including induction procedures and regular awareness sessions related to information sharing protocols.
- 12.12 Where the Service Provider accesses the Public Services Network in connection with the Services, the Service Provider shall comply with the standards set out in the Public Services Network Code of Connection and shall provide to the Council such information as the Council may reasonably require



to satisfy itself that the Service Provider is complying with the obligations referred to in Condition 12.11. For the avoidance of doubt the Public Services Network Code of Connection referred to in this Condition 12.12 shall mean all such policies as amended or substituted by government.

- 12.13 The Service Provider shall permit the Council, or its nominated agent, to access the Service Provider's premises to test its data security measures and its compliance with this Conditions 12.

### 13 Equal Opportunities

- 13.1 The Service Provider shall not, in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services to any person, unlawfully discriminate within the meaning of any Enactment relating to discrimination or equality whether in relation to race, gender, religion or belief, disability, age, sexual orientation or otherwise and shall where reasonably requested by the Council assess and monitor its policies and practices as to their impact on the promotion of equality and report on this to the Council.

- 13.2 The Service Provider shall, in relation to the employment of persons for the purposes of providing the Services or in relation to the provision of the Services, comply with the duties imposed by the Equality Act 2010 and will assist the Council in meeting its duties under the Equality Act 2010.

- 13.3 This Condition 13 shall be enforceable by persons who receive Services under the Purchasing Terms.

### 14 Health and Safety

- 14.1 The Service Provider shall at all times comply with the requirements of the Health and Safety at Work etc Act 1974 and of all other Enactments pertaining to health and safety which may apply in the performance of the Purchasing Terms.

- 14.2 Without prejudice to the generality of Condition 14.1, the Service Provider shall maintain its own health and safety policy in accordance with the Health and Safety at Work etc Act 1974. The Service Provider shall provide a copy of such policy to the Council upon request and shall notify the Council of any revision to it.

- 14.3 The Service Provider will promptly notify the Council of any health and safety hazards which may arise in connection with the performance of the Purchasing Terms including, without limitation, all RIDDOR incidents.

- 14.4 Whilst on Council Premises, the Service Provider shall ensure that Staff comply with the Council's safety policies (and any amendments to them notified to the Service Provider) and with the proper requirements of the Council's safety officers.

14.5 The Council may suspend the supply of the Services in the event of non-compliance by the Service Provider on health and safety matters and the Service Provider shall not resume provision of Services unless the Council is satisfied that the non-compliance has been rectified.

## 15 Intellectual Property Rights

15.1 The Service Provider warrants and represents that neither the performance of the Purchasing Terms nor the provision or use of the Services will in any way constitute an infringement or other violation of any Intellectual Property Rights of any third party.

15.2 Before utilising any material in relation to the performance of the Purchasing Terms which is or may be subject to any third-party Intellectual Property Rights, the Service Provider shall procure the necessary licences to enable the Council to use such material at all times for the Council's purposes at no cost to the Council.

15.3 All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs, reports or other material:

15.3.1 Furnished to or made available to the Service Provider by the Council shall remain the property of the Council;

15.3.2 Prepared by or for the Service Provider for use, or intended for use, in relation to the performance of the Purchasing Terms shall belong to the Council and the Service Provider shall not and shall procure that Staff shall not (except when necessary for the implementation of the Purchasing Terms) without prior approval of the Council, use or disclose any such Intellectual Property Rights. The Service Provider shall, at its cost and expense, do all such further acts and things and execute or procure the execution of all such documents as the Council may reasonably require, for the purpose of transferring any such Intellectual Property Rights to the Council.

## 16 TUPE

16.1 The Service Provider will following a request from the Council fully and accurately disclose all information relating to Staff engaged in providing the Services including the total number of Staff whose employment with the Service Provider or a Sub-Contractor is liable to be terminated at the expiry of the Call-off Contract (but for operation of law) (the "**Relevant Staff**"), their age and gender, the terms and conditions of their employment (including salary, bonus payments, allowances, pay settlements, redundancy entitlement, relevant collective agreements, pension entitlement and working arrangements), their job titles and the qualifications required for each position.

- 16.2 The Service Provider shall comply with any such requests as soon as reasonably practicable and in any event, within 21 days of being so requested, and at no cost to the Council. The Service Provider agrees with the Council that the information provided shall be complete, accurate and up to date and that it shall notify the Council promptly of any changes occurring between the date of submission of the information and the end of the Call-off Contract.
- 16.3 The Service Provider shall permit the Council to use the information for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 2006 and related Enactments and for the purposes of re-tendering.
- 16.4 The Service Provider shall enable and assist the Council and any such persons as the Council may determine to communicate with and meet Staff and relevant Staff representatives and the Service Provider shall co-operate with any new provider to ensure a smooth transition.
- 16.5 The Service Provider shall within the period of 12 months immediately preceding the end of the Call-off Contract Period or, if earlier, following the making of a request pursuant to Condition 16.1 be precluded from:
- 16.5.1 Making any material increase or decrease in the numbers of Relevant Staff other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed);
  - 16.5.2 Making any increase in the remuneration or other change in the terms and conditions of the Relevant Staff other than in the ordinary course of business and with the Council's prior written consent (such consent not to be unreasonably withheld or delayed); and
  - 16.5.3 Transferring any of the Relevant Staff to another part of its business or moving other employees from elsewhere in its business who have not previously been employed or engaged in providing the Services to provide the Services save with the Council's prior written consent (such consent not be unreasonably withheld or delayed).
- 16.6 The Service Provider shall indemnify the Council and any replacement provider engaged by the Council to perform any of the Services or any service equivalent or similar to any of the Services and keep them both fully indemnified in respect of any claims, losses, costs, expenses, demands and liabilities:
- 16.6.1 Arising from the provision of information or the failure to provide information under this Condition 16; or
  - 16.6.2 Which relate to any claim which is or may be brought by any employee or person claiming to be an employee on any date upon which the Call-off Contract is terminated and/or transferred to any third party arising out of their employment with the Service Provider or a sub-contractor or its termination; or

16.6.3 Arising from any breach of the requirements of Condition 16.5.

17 Freedom of Information

- 17.1 The Service Provider shall co-operate with the Council and supply to it all information properly required in connection with any request received by the Council under the FOIA or the EIRs and shall supply all such information and documentation at no cost to the Council within 7 days of a request from the Council.
- 17.2 The Service Provider acknowledges that the Council may be required under the FOIA and the EIRs to disclose information without consulting or obtaining consent from the Service Provider. The Council shall take reasonable steps to notify the Service Provider of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 17.3 The Council may publish this Contract in its entirety to the general public (but with any information which is exempt from disclosure under the FOIA and/or the EIRs redacted).

18 Safeguarding Policies and Procedures

- 18.1 The Service Provider shall comply with Schedule 4 (safeguarding Policies and Procedures).
- 18.2 Where the Service Provider is providing Services to adults it shall comply with the Oxfordshire Safeguarding Adults Board's policies and procedures as amended from time to time.
- 18.3 Where the Service Provider is providing Services to children or young people:
- 18.3.1 The Service Provider shall ensure that it has in place systems, policies and procedures to ensure the protection of children and young people consistent with the Oxfordshire Safeguarding Children Board's ("OSCB's") Procedures Manual (<http://oxfordshirescb.proceduresonline.com/>), as amended from time to time, and section 11 of the Children Act 2004 and shall ensure compliance with such systems, policies and procedures; and
- 18.3.2 Unless completed and returned prior to the Call-off Contract Commencement Date as part of the procurement process the Service Provider shall complete and return to the Council within one month of the Commencement Date an OSCB "Section 11- Self Assessment" using the toolkit provided by the Council's designated quality and

contracts officer. Throughout the Call-off Contract Period, upon the anniversary of the Call-off Contract Commencement Date and at other times upon the reasonable request of the Council, the Service Provider shall update the 'Section 11- Self Assessment' and return it to such officer. The Service Provider shall promptly address any shortcomings identified.

## **PART THREE – GENERAL**

### **19 Complaints**

- 19.1 If any complaint or significant concern is made or raised (whether orally or in writing) concerning the Services, the Service Provider shall immediately investigate it in a courteous and efficient manner and take such corrective action as is appropriate. The Service Provider shall record details of all complaints and concerns and how they were resolved in a written register. The register will be freely available to the Council.
- 19.2 The Service Provider shall provide any information requested by the Council in connection with any complaint or significant concern relating to the Services (whether made to the Council or the Service Provider and whether made orally or in writing) and co-operate fully and promptly in every way required by the Council or by any person or body conducting any investigation regarding a complaint or significant concern including attending meetings, and permitting Staff to attend meetings and allowing access to and investigation of documents and data.

### **20 Gratuities**

The Service Provider shall ensure that no Staff solicit any gratuity or tip or any other form of money taking or reward, collection or charge for any of the Services save for charges explicitly provided for in these Purchasing Terms.

### **21 Confidentiality**

- 21.1 The Service Provider shall not, and shall ensure that Staff shall not use or disclose any confidential material provided by the Council pursuant to these Purchasing Terms or by any user of the Services otherwise than for the performance of these Purchasing Terms save as may be agreed by the Council or required by law.

For the avoidance of doubt, confidential information shall not include (a) any information obtained from a third party who is free to divulge such information; (b) any information which is already in the public domain otherwise than as a breach of these Purchasing Terms; or (c) any information which was rightfully in the possession of a party prior to the disclosure by the other party and lawfully acquired from sources other than the other party.

- 21.2 The Service Provider shall take all necessary precautions to ensure that confidential information is only made available to Staff on a “need to know” basis and shall ensure that such Staff are aware of and comply with the confidentiality obligations under these Purchasing Terms.

### **22 Indemnity**

The Service Provider shall indemnify and keep indemnified the Council from and

against any and all claims, demands, proceedings, actions, damages, costs, expenses, loss and liability arising from a Default, save to the extent that it arises from any default or negligence of the Council or its employees provided always, for the avoidance of doubt, that this does not extend to any loss of profits suffered by the Council.

## 23 Insurance

23.1 Without prejudice to Condition 22, the Service Provider shall at all times during the Call-off Contract Period maintain insurance cover with a reputable company, as follows:

23.1.1 Public liability insurance (minimum of £5,000,000 (five million) per claim);

23.1.2 Employers liability insurance (minimum of £10,000,000 (ten million) per claim);

23.1.3 Professional indemnity insurance in the sum specified in the Particulars which insurance shall be maintained for no less than 6 years after the end of the Call-off Contract Period;

23.1.4 Clinical negligence insurance where the provision or non-provision of any part of the Services (or any other services under a Call-off Contract) may result in a clinical negligence claim in the sum specified in the Particulars which insurance shall be maintained for no less than 6 years after the end of the Call-off Contract Period; and

23.1.5 Sexual abuse and molestation public liability insurance where the provision of any part of the Services (or any other services under a Call-off Contract) may result in a sexual abuse or molestation claim in the sum specified in the Particulars which insurance shall be maintained for no less than 6 years after the end of the Call-off Contract Period.

23.2 The Service Provider shall supply to the Council annually and at any other time within 14 days of request a copy of all insurance policies, cover notes, premium receipts or such other documents (including evidence of membership of NHS Litigation Authority where applicable) as may satisfy the Council that such insurance is in place.

23.3 The Service Provider shall give immediate notice to the Council in the event of any incident in connection with the Services which causes any personal injury or damage to property and which may be the subject of a claim under the Council's insurance and shall give all information and assistance that the Council's insurers may require and shall not make any admission without the written consent of the Council's insurers. The Service Provider shall permit the Council's insurers to take proceedings in the name of the Service Provider to recover compensation in respect of any matter covered by the Council's insurers. This Condition 23.3 is without prejudice to Condition 22.

23.4 The Service Provider shall immediately notify the Council if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Rights in connection with the performance of these Purchasing Terms.

#### 24 Publicity and Advertising

24.1 The Service Provider shall not without prior consultation with the Council seek any publicity or, without prior notification, make any announcement to the press or respond to press enquiries relating to the Services and shall, where reasonably practicable, agree joint press releases with the Council.

24.2 If so requested by the Council the notepaper and other written material of the Service Provider and its sub-contractors relating to the delivery of the Services shall carry only logos and markings approved by the Council. This may include, but shall not be limited to, such banner or logo as the Council shall use to identify the Services from time to time. All publicity and marketing material produced by the Service Provider (or its sub-contractors) in relation to these Purchasing Terms shall be submitted to the Council for approval, and no such items shall be printed (other than for approval purposes) until such approval is received.

#### 25 Assignment and Sub-Contracting

25.1 The Service Provider shall not assign the benefit or advantage of the Purchasing Terms in whole or in part.

25.2. The Service Provider shall not sub-contract the provision of the Services to any person to whom any of the mandatory exclusion criteria set out at Regulation 57 of the Public Contracts Regulations 2015 apply.

25.3. Without prejudice to Condition 25.2, the Service Provider shall not sub-contract the provision of the Services to any person without the written consent of the Council and should such consent be given it shall not relieve the Service Provider from any liability or obligation under the Purchasing Terms and the Service Provider shall be responsible for the acts, omissions, defaults or neglect of any sub-contractor and its agents or employees in all respects as if they were the acts, omissions, defaults or neglect of the Service Provider.

25.4. Where the Council gives consent to the Service Provider sub-contracting the Services (or any part of the Services) under Condition 25.3, such consent shall be limited to the matters within the scope of that permission and the Service Provider shall not proceed unless it has satisfied any matters required by the Council as a condition of grant of its consent.

25.5 Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:



25.5.1 Provisions having the same effect as Conditions 6.4 to 6.6 of this Dynamic APL Agreement; and

25.5.2 Provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as Conditions 6.4 to 6.6 and this Condition 25.5 of this Dynamic APL Agreement.

25.6 Without prejudice to Condition 25.5, where the Service Provider enters into a Sub-Contract such Sub-Contract must impose obligations on the proposed sub-contractor in the same terms as those imposed on it pursuant to the Purchasing Terms to the extent practicable and the Service Provider shall procure that the sub-contractor complies with such terms.

25.7 In Conditions 25.5 and 25.6 "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Purchasing Terms.

## 26 No Agency/Employment/Partnership

Nothing in these Purchasing Terms shall be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the Council and the Service Provider and the Service Provider shall not at any time or in any circumstances take any action so as to bind (or purport to bind) the Council and nor shall the Service Provider hold itself out as having authority to bind the Council and shall ensure that Staff do not hold themselves out likewise.

## 27 Service of Notices

27.1 Any demand or notice required to be given under these Purchasing Terms shall be sufficiently served if:

27.1.1 Served personally on the addressee;

27.1.2 Sent by prepaid first class recorded delivery post to the registered office or last known address of the Service Provider where notice is required to the Service Provider and, unless otherwise set out in the Particulars or notified by the Council in accordance with this Condition 27.1, to the name of the Council's Contact, County Hall, Oxford OX1 1ND where notice is required to the Council; or

27.1.3 Subject to Condition 27.2, emailed to the address of the relevant party set out in the Particulars or such other address as the party may from time to time notify to the other party in accordance with this Condition 27.1.

27.2 Demands or notices served by email shall only be valid if the demand or notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in Condition 27.1.1 or 27.1.2 within two Working Days.

27.3 Any demand or notice served in accordance with:

27.3.1 Condition 27.1.1 shall be deemed to have been served on the date of delivery if it is delivered before 4pm on a Working Day and otherwise on the next Working Day;

27.3.2 Condition 27.1.2 shall be deemed to have been served two Working Days from the date of posting;

27.3.3 Condition 27.1.3 shall be deemed to have been served on the date of delivery if it is sent before 4pm on a Working Day and otherwise on the next Working Day unless in either case an error message is received.

## 28 Termination

28.1 The Council may terminate the Purchasing Terms by notice in writing, such notice to have effect from the date specified in it, and recover from the Service Provider the amount of any loss resulting from such termination if the Service Provider or any of its Staff (in all cases whether or not acting with the Service Provider's knowledge):

28.1.1 Commit a Prohibited Act, or

28.1.2 Give any financial or other advantage to any person working for or engaged by the Council.

28.2 If the Service Provider:

28.2.1 Commits a material Default and the Service Provider has not remedied the Default to the satisfaction of the Council within 20 days or such other shorter or longer period which may be specified by the Council after issue of a written notice specifying the Default and requesting it to be remedied; or

28.2.2 Commits a material Default which is not capable of remedy (including no longer meeting any of the Minimum Criteria); or

28.2.3 Commits a Default on a persistent or repeated basis whether in respect of the same or different obligations of the Service Provider under the Purchasing Terms and whether or not rectified; or

28.2.4 (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 Council to have a material adverse effect on the provision of the Services; or

- 28.2.5 Has any necessary registration cancelled by the CQC or other regulatory body as applicable; or
- 28.2.6 Is an individual or a firm and a petition is presented for the Service Provider's bankruptcy or a criminal bankruptcy order is made against the Service Provider or any partner in the firm, or the Service Provider or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or an administrator is appointed to manage the Service Provider's affairs; or
- 28.2.7 Is incorporated and passes a resolution for its winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to the Service Provider or any person gives or files notice of intention to appoint an administrator or such an administrator is appointed, or the court makes a winding-up order, or the Service Provider makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
- 28.2.8 Is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 28.2.9 Ceases to carry on its business or disposes of all its assets or ceases to carry on a substantial part of its business or disposes of a substantial part of its assets which in the reasonable opinion of the Council would materially affect the delivery of the Services; or
- 28.2.10 Undergoes a change of control and for this purpose where the Service Provider is a company, there is a change of control if the majority of shares carrying a right to vote in the Service Provider or its holding company are acquired by a person who is not at the date of the Dynamic APL Agreement a major shareholder ("holding company" having the same meaning as in section 1159 of the Companies Act 2006) save that if there is a change of control which is only a change from one subsidiary company to another ("subsidiary company" having the same meaning as in section 1159 of the Companies Act 2006) then that shall be deemed not to be a change of control for the purposes of this Condition 28.2.10; or

- 28.2.11 Is subject to any event or proceedings in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 28.2.7 to 28.2.10; or
- 28.2.12 Is convicted (or any member of Staff is convicted) of a serious criminal offence related to the Service Provider's business or professional conduct;
- 28.2.13 Commits (or any member of Staff commits) an act of grave misconduct in the course of the Service Provider's business;
- 28.2.14 Is in breach of the warranty at Condition 2.3;
- 28.2.15 Has provided any information as part of its Application or Response including that given in the questionnaire or given information to the Council at any time prior to the Council entering into a binding contract with the Service Provider which proves to be materially untrue or incorrect; or
- 28.2.16 Has a contract for services which are similar to the Services terminated by the Council due to the Service Provider's default.

Then in any such circumstances the Council may, without prejudice to any other rights or remedies of the Council, terminate the Purchasing Terms in whole or in part (whereupon a corresponding reduction to the affected Call-off Contract Price shall be made) by notice in writing, such notice to have effect from the date specified in it. By way of example, the Council is entitled to terminate all Call-off Contracts and the Dynamic APL Agreement where the Service Provider is in breach of a Call-off Contract.

28.3 Where the Dynamic APL Agreement and/or Call-off Contracts is/are terminated in whole or in part by the Council under this Condition 28:

- 28.3.1 The Council shall be entitled to recover from the Service Provider the amount of any loss resulting from the termination including, but not limited to, the cost of arranging alternative provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Dynamic APL Agreement Period or Call-off Contract Period as the case may be in excess of that which would have been paid to the Service Provider (such additional expenditure calculated on the basis that there had been no early termination); and
- 28.3.2 The Council shall cease to be under any obligation to make any payment relating to the terminated Services until the costs, loss and/or damage resulting from or arising out of the termination of the Dynamic APL Agreement or Call-off Contract as the case may be shall have been calculated and the Council shall then be entitled to deduct from any sum or sums due from the Council to the Service Provider under

the Dynamic APL Agreement or Call-off Contract the amount of such costs, loss and/or damage.

28.4 The Council shall be entitled to suspend the provision of the Services or part thereof and carry out itself, or engage a third party to carry out, the Services or any of them on a temporary basis (without terminating the Contract) on the occurrence and for the duration of a Suspension Event or where the Service Provider is in Default and the Service Provider shall be liable for any costs incurred by the Council in this regard.

28.5 If the Council commits a material breach of a Call-off Contract which:

28.5.1 The Council has not remedied to the satisfaction of the Service Provider within 20 days or such longer period which may be specified by the Service Provider after issue of a written notice specifying the material breach and requesting it to be remedied; or

28.5.2 Is not capable of remedy,

Then in any such circumstances the Service Provider may, without prejudice to any other rights or remedies of the Service Provider terminate the Call-off Contract by notice in writing, such notice to have effect from the date specified in it.

28.6 The Council shall be entitled to terminate the Purchasing Terms or reduce the Services on written notice to the Service Provider where the Council's funding is reduced (including, for the avoidance of doubt, totally withdrawn). For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

28.7 If any of the circumstances allowing the Council to terminate the Purchasing terms or any Call-off Contracts pursuant to Conditions 28.2.4 to 28.2.15 inclusive arise the Service Provider must promptly notify and provide all related information reasonably required by the Council to the Council.

## 29 Break

29.1 The Council shall have the right to terminate the Dynamic APL Agreement and/or any Call-off Contract in whole or in part at any time by giving not less than 6 months' written notice to the Service Provider. For the avoidance of doubt, no compensation by way of damages or otherwise (howsoever arising) shall be payable to the Service Provider in such circumstances.

29.2 The Service Provider shall have the right to terminate the Dynamic APL Agreement and/or any Call-off Contract at any time by giving not less than 3 months' written notice to the Council.

30 Recovery and Handover on End of Purchasing Terms and Effect of Termination

- 30.1 The expiry or termination of the Purchasing Terms for whatever reason shall not affect any provisions of the Conditions capable of surviving or operating in the event of termination of the Purchasing Terms (including without limitation Special condition SC12.2, Conditions 8.1, 8.11, 9.2-9.5, 16.4, 16.6, 23.1.5-23.1.7, 23.4, 28.3, 28.6 and 30) and termination of the Purchasing Terms shall be without prejudice to the rights and remedies of one party against the other party.
- 30.2 On expiry or termination of any Call-off Contract howsoever arising, the Service Provider shall, unless the Council requests destruction of the Council Data or unless the parties agree in writing that the Service Provider continues to hold Council Data, make arrangements with the Council to forthwith deliver to the Council or a third party nominated by the Council, at no additional cost:
- 30.2.1 All Council Data. Where the Council Data is delivered to the Council it shall be delivered in such usable format as the Council may reasonably specify, or in the case of IT data, in Common Data Interchange Format (CIF) unless otherwise specified by the Council;
- 30.2.2 All the property issued or made available to the Service Provider by the Council (including, but not limited to, materials, clothing, equipment, vehicles, documents, information, access keys) in its possession or under its control or in the possession or under the control of any Staff.
- 30.3 Where the Council requests destruction of the Council Data pursuant to Condition 30.2, the Service Provider shall securely destroy and permanently delete the Council Data forthwith and shall provide a certificate signed by an authorised signatory confirming that such materials have been destroyed.
- 30.4 Where the parties agree in writing that the Service Provider continues to hold Council Data pursuant to Condition 30.2 the Service Provider shall be subject to Condition 12 (Council Data and Security Requirements) and Schedule 5 (Information Governance) in relation to such Council Data as though the relevant Call-Off Contract had not expired or terminated. In addition, the Service provider shall: (i) comply with the retention times specified by the Council or if none, statutory guidance; (ii) securely destroy and permanently delete the Council Data at the end of the relevant retention period; and (iii) provide a certificate signed by an authorised signatory confirming that such Council Data has been destroyed.
- 30.5 For the avoidance of doubt the Service Provider in its role as the Council's Data Processor may not use Service User Personal Data to provide health services to Service Users after expiry or termination of a Call-Off Contract without the reasonable written consent of the Council which may be conditional on a written agreement being in place between the Council and the Service Provider dealing

with such use. For the avoidance of doubt the Service Provider must obtain any relevant Data Subject consents required by law to comply with its obligations under this Condition 30.

- 30.6 When a Call-off Contract expires or terminates (for whatever reason), the Council may, for a period of six (6) months thereafter, require the Service Provider to use all reasonable endeavours to assist the Council in the transfer of the provision of the Services to either the Council or a third party nominated by the Council and give the Council and/or such third party nominated by the Council such help as may be reasonably necessary to enable such transfer to take place smoothly. This shall be at the Service Provider's cost where the Call-off Contract is terminated under Condition 28.1 or 28.2 above and otherwise at the Service Provider's then current rates, unless otherwise agreed.
- 30.7 Where the Council has terminated the Dynamic APL Agreement with the Service Provider pursuant to Condition 28.1 or 28.2, then the Service Provider shall not be entitled to apply to rejoin the APL for the Services unless in the reasonable opinion of the Council the Service Provider has successfully remedied all events giving rise to the Council's right to so terminate the Dynamic APL Agreement and the Council has given written notice to the Service Provider of such successful remediation. For the avoidance of doubt, the Service Provider may only rejoin the APL in accordance with process set out in the ITT and will need to apply as if it were joining the APL for the first time.

### 31 Business Continuity and Force Majeure

- 31.1 Without prejudice to Condition 4.2, the Service Provider shall ensure it has appropriate business continuity arrangements in place to deliver the Services without disruption and shall implement such arrangements in the event of any Force Majeure Event, emergency, disaster or other circumstance which affects the ability of the Service Provider to provide the Services.
- 31.2 If either party is affected by a Force Majeure Event it shall immediately notify the other party in writing of the matters constituting the Force Majeure Event and shall keep that party fully informed of any relevant change of circumstances whilst such Force Majeure Event continues.
- 31.3 The party affected by the Force Majeure Event shall take all reasonable steps available to it to minimise the effects of the Force Majeure Event on the performance of its obligations under the relevant Call-off Contract.
- 31.4 Save as provided in Conditions 31.6 and 31.7, a Force Majeure Event shall not entitle either party to terminate a Call-off Contract and neither party shall be in breach of a Call-off Contract, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations due to a Force Majeure Event.

- 31.5 If the party affected by a Force Majeure Event fails to comply with any of its obligations under Conditions 31.1, 31.2 or 31.3 above then no relief for the Force Majeure Event, including the provisions of Condition 31.4 above, shall be available to it and the obligations of each party shall continue in force.
- 31.6 If a Force Majeure Event results in the suspension of the provision of the Services, the Council shall not be obliged to pay the Call-off Contract Price until such time as such suspension has ceased. If the provision of the Services is partly suspended, the Council shall pay a pro rata amount for those Services it has received.
- 31.7 If in the Council's reasonable opinion a Force Majeure Event results in disruption to more than 50% of the Services provided and such disruption continues for a continuous period of a month or longer (unless otherwise specified in the Particulars), the Council shall be entitled to terminate a Call-off Contract on giving one week's notice to the Service Provider with termination taking effect upon the expiry of such notice.
- 31.8 The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Purchasing Terms it does not disrupt the operations of the Council, its employees or any other contractor employed by the Council.
- 31.9 The Service Provider shall immediately inform the Council of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Purchasing Terms.
- 31.10 In the event of industrial action by the Staff, the Service Provider shall seek prior written approval from the Council to its proposals to continue to perform its obligations under the Purchasing Terms.
- 31.11 If the Service Provider's proposals referred to in Condition 31.10 are considered insufficient or unacceptable by the Council acting reasonably, then the Purchasing Terms or relevant Call-off Contracts may be terminated with immediate effect by the Council by notice in writing.

## 32 Severance

If any of these Conditions become or are declared by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall in no way impair or affect any other provisions all of which shall remain in full force and effect and the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 33 Disputes and Mediation



- 33.1 A dispute relating to the provision of the Services, the Call-off Contract Price, or payments which cannot be resolved in the first instance between the Service Provider's Representative and the Council's Contact within a month shall be referred to the persons specified in the Particulars.
- 33.2 Nothing in this Condition 33 shall prejudice the right of either party to apply to the court for interim relief to prevent the violation by the other party of any proprietary interest or any breach of that party's obligations.
- 33.3 Services to be provided under a Call-off Contract shall not cease or be delayed by this dispute resolution procedure.
- 33.4 If any dispute cannot be resolved between the Service Provider and the Council within a month of referral as set out in Condition 33.1, then the Service Provider or the Council may refer the matter to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- 33.5 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this Condition 33. The initiating party shall send a copy of such request to CEDR.
- 33.6 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- 33.7 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation either party may commence proceedings.
- 33.8 For the avoidance of doubt, the use of the disputes procedure will not delay, or take precedence over, any use of the default or termination procedures.

#### 34 Waiver

- 34.1 The failure of the Council or the Service Provider to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 34.2 No waiver shall be effective unless it is communicated to the Council or the Service Provider in writing and expressly stated to be a waiver.
- 34.3 A waiver of any right or remedy arising from a breach of the Purchasing Terms shall not constitute a waiver of any right or remedy arising from any other breach of the Purchasing Terms.
- 34.4 Unless otherwise provided in these Purchasing Terms, rights and remedies under these Purchasing Terms are cumulative and do not exclude and are without prejudice to any rights or remedies provided by law, in equity or otherwise.

35 No Fetter

Nothing in these Purchasing Terms shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its statutory functions.

36 Variations to the Purchasing Terms

No variation to the Purchasing Terms shall have any effect unless it is made in writing and signed on behalf of the Council and the Service Provider.

37 The Contracts (Rights of Third Parties) Act 1999

37.1 Other than as set out in Conditions 11.2, 13.3 and 16, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Purchasing Terms, but this does not affect any rights which are available apart from this Act.

37.2 Any amendment to these Purchasing Terms may be made, including altering or extinguishing any third party rights, without the consent of any third party.

**Emergency Hormonal Contraception – Lot 1**  
**Schedules 1, 2 and 3**

## Schedule 1 – Specification (Lot 1)

### 1. Population Needs

#### 1.1 National Context and Evidence Base

Sexual and reproductive health is an important and wide-ranging area of public health. Most of the adult population of England is sexually active, however, sexual and reproductive ill-health is not equally distributed across the population. Strong links exist between deprivation and sexually transmitted infections (STIs), teenage conceptions and abortions. The highest burden of sexual ill-health is borne by women, men who have sex with men (MSM), teenagers, young adults and black and ethnic minority groups. Some groups at higher risk of poor sexual and reproductive health face stigma and discrimination, which can influence their ability to access services.

Implementation of effective sexual and reproductive health interventions and services can positively impact both individual and population health and wellbeing, as well as contributing to reducing health inequalities. The Government has set out its ambitions for improving sexual health in its publication, *A Framework for Sexual Health Improvement in England*<sup>1</sup>. This remains the key national policy document for sexual and reproductive health and HIV in England.

Local Authorities are mandated<sup>2</sup> to provide comprehensive open access sexual and reproductive health services. Guidance on how to commission these and other related sexual health, reproductive health and HIV services has been published by the Department of Health<sup>3</sup> and Public Health England<sup>4</sup>. Ensuring access to a range of contraceptive options from a choice of providers is central to avoiding unintended and unwanted pregnancy. This includes provision of emergency contraception for use in the event of unprotected sexual intercourse if pregnancy is not desired, or in the event of and contraceptive failure.

Emergency contraception comes in the form of emergency hormonal contraception (EHC) ('the morning after pill'), and the intrauterine device (IUD) ('coil').

The national picture for sexual and reproductive health is as follows:

- In 2019, there were 468,342 diagnoses of STIs made in England, a 5% increase since 2018<sup>5</sup>.
- Over the last ten years, there has been a fall in the number of emergency contraception items provided by both SRH services and at other locations in the community. At SRH services, the number of emergency contraception items provided in 2019/20 was 78,000. This is 14% less than in 2018/19 (91,000), and a fall of 45%, from 144,000, in 2009/10<sup>6</sup>.

<sup>1</sup> Department of Health (2013). *A Framework for Sexual Health Improvement in England*. Available from: <http://www.dh.gov.uk/health/2013/03/sex-health-framework/>

<sup>2</sup> The Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations 2012. Available from:

<http://www.legislation.gov.uk/ukdsi/2012/9780111531679>

<sup>3</sup> Department of Health (2013). *Commissioning Sexual Health services and interventions: Best practice guidance for local authorities*. Available from:

<https://www.gov.uk/government/publications/commissioning-sexual-health-services-and-interventions-best-practice-guidance-for-local-authorities>

<sup>4</sup> PHE (2014). *Making it work: A guide to whole system commissioning for sexual health, reproductive health and HIV*. Available from: [Commissioning sexual health, reproductive health and HIV services - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/commissioning-sexual-health-reproductive-health-and-hiv-services)

<sup>5</sup> PHE (2014). *Making it work: A guide to whole system commissioning for sexual health, reproductive health and HIV*. Available from: [Commissioning sexual health, reproductive health and HIV services - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/commissioning-sexual-health-reproductive-health-and-hiv-services)

<sup>6</sup> Sexually Transmitted Infections and Chlamydia Screening in England, 2019. Available from: [Sexually transmitted infections and screening for chlamydia in England, 2019 \(publishing.service.gov.uk\)](https://www.gov.uk/government/publications/sexually-transmitted-infections-and-screening-for-chlamydia-in-england-2019)

<sup>6</sup> NHS Digital. *Statistics on Sexual and Reproductive Health Services England 2019/20*. Available from: [Sexual and Reproductive Health Services, England \(Contraception\) 2019/20 - NHS Digital](https://www.gov.uk/government/publications/sexual-and-reproductive-health-services-england-2019-20)

- In 2020 there were 209,917 abortions for women resident in England and Wales, the highest number since the Abortion Act was introduced.<sup>7</sup>
- In 2018, the conception rate for women under 18 years was higher in the 50% most deprived areas in England, while the percentage of conceptions leading to a legal abortion was higher in the 50% least deprived areas in England<sup>8</sup>.

## 1.2 Local Context

The local picture for sexual and reproductive health in Oxfordshire is as follows:

- In 2019 the incidence of new STI diagnoses was 706 per 100,000 (compared to 900 per 100,000 for England)<sup>9</sup>
- In the 2019/20 financial year, 3584 EHC treatments were provided through participating Community Pharmacies.
- In 2018 the under 18 conception rates was 10.1 conceptions per 1000 women in Oxfordshire (16.7 in England)<sup>9</sup>
- In 2020 189 abortions were undertaken, 4.2/1000 of which were in women aged under 18<sup>10</sup>.

In Oxfordshire, sexual health services are provided in a 'One Stop Shop' model through the Integrated Sexual Health Service. Additionally, since April 2014, EHC has been offered to young women aged 21 and under, through a Framework Agreement on an Approved Provider List (APL). There are 71 Community Pharmacy Service Providers currently contracted to provide this Service through this Framework.

Prior to August 2017, Community Pharmacy Service Providers of EHC in Oxfordshire were contractually obliged to offer eligible young people a Chlamydia test as part of the National Chlamydia Screening Programme (NCSP). To better meet the needs of our population, any Oxfordshire resident can now request a free Chlamydia self-testing kit online as part of a programme that is marketed throughout Oxfordshire via Community Pharmacies, General Practice and the Integrated Sexual Health Service. Service Users who do not meet the criteria to access Chlamydia testing in this way can request a test at their local Genitourinary Medicine (GUM) clinic within the Integrated Sexual Health Service.

## 1.3 Social Value Considerations

Unintended pregnancy and abortion can have a lasting and negative impact on the lives of affected women, men and children. Although the relative influences of income level, social marginalisation or other factors are unclear, correlations are visible between deprived socio-economic backgrounds and rates of STIs, under 18 conceptions and abortions. Black women are at the highest risk of repeat abortion, signalling important health inequalities associated with ethnicity. Young people between the ages of 16 and 24 - around the time when most people become sexually active and start forming relationships - are also disproportionately affected by poor sexual and reproductive health. Around half of all pregnancies among under-18s end in abortion and having a baby in one's teenage years can lead to socioeconomic deprivation, mental health difficulties and lower levels of educational attainment. Children of teenage parents are at greater risk of low educational attainment, emotional and behavioural problems, maltreatment or harm, illness, accidents and injuries. Through the prevention of unintended pregnancy and under 18 conceptions in the long term, provision of EHC will

<sup>7</sup> Abortion Statistics, England and Wales: 2020. Available from: <https://www.gov.uk/government/statistics/abortion-statistics-for-england-and-wales-2020>

<sup>8</sup> Statistical bulletin: Conceptions in England and Wales: 2018. Available from: <https://www.ons.gov.uk/peoplepopulationandcommunity/birthsdeathsandmarriages/conceptionandfertilityrates/bulletins/conceptionstatistics/2018>

<sup>9</sup> Oxfordshire Sexual and Reproductive Health Profile. Available from: [Sexual and Reproductive Health Profiles - PHE](#)

<sup>10</sup> Abortion Statistics, England and Wales: 2020. Available from: <https://www.gov.uk/government/statistics/abortion-statistics-for-england-and-wales-2020>

contribute to improving the economic and social wellbeing of Oxfordshire by tackling health inequalities and keeping people healthier for longer.

## 2. Key Service Outcomes

### 2.1 National Outcomes

The Service shall support delivery against the following sexual health Public Health Outcome Framework<sup>11</sup> measures:

- Under 18 conceptions.

### 2.2 Local Outcomes

The Service shall also aim to achieve the following local outcomes:

- Reduced unintended and unwanted pregnancies;
- Improved sexual and reproductive health in the local population;
- Reduced sexual and reproductive health inequalities affecting young people, more socially disadvantaged groups and some BME groups;
- Reduced burden on secondary care services, particularly abortion services, maternity services and ongoing care and support to young families.

## 3. Scope

### 3.1 Aims and Objectives of Service

The aim of the EHC Service in Oxfordshire is to reduce the risk of unintended and unwanted pregnancy in women, by providing adequate and appropriate access to EHC. The provision of the medication for EHC is under a 'Patient Group Direction' (PGD).

Service objectives include:

- Free access to EHC according to the inclusion criteria of the relevant PGD.
- Providing sexual health information and advice in order to develop increased knowledge, especially in high-need communities, such as those from cultures where sexual health is not spoken about;
- Ensuring that the Service is acceptable and accessible to young people;
- Signposting to other services such as the Integrated Sexual Health Service and the Free Condom Scheme;
- Assess all Service Users for any potential safeguarding risk.

### 3.2 Service outline

The Service Provider shall:

- Ensure all staff members providing the Service must be trained in completing an emergency contraception consultation. This will include supply of medication, safeguarding assessment and completion of the relevant documentation to ensure activity can be processed and payments made.

<sup>11</sup> Department of Health (2019) [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/862264/At\\_a\\_glance\\_document2.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/862264/At_a_glance_document2.pdf)

- Ensure all requests for EHC shall be dealt with sensitively and discreetly, with due regard for the young person's right to privacy.
- Use private consultation room shall be used for the consultation with the Service User.
- Where appropriate, allow for a telephone consultation for those over 18 years old, particularly during any restrictions related to COVID19.
- Adhere to national clinical guidance<sup>12</sup> before supply of the medication to determine the Service Users precise risk of pregnancy.
- Supply the relevant drug (Levonelle1500 or Ulipristate Acetate) under the relevant locally agreed Patient Group Direction, free of charge, to those women who meet the inclusion criteria in the PGD, irrespective of place of residence, but in line with Fraser Guidelines and local safeguarding policies and procedures.
- Provide condoms if Emergency Hormonal Contraception is supplied and demonstrate their correct use as part of the consultation, under the C-Card Scheme operating in Oxfordshire. Where appropriate the Service Provider should signpost the young person to local C-Card outlets (information on outlets will be provided by Oxfordshire's Integrated Sexual Health Service).
- EHC must only, be supplied in person, to the intended Service User. Supervised consumption is recommended.
- Telephone consultations may be carried out to those women aged 18 or over. In particular to manage any risk associated with the spread of COVID19, or similar infection.
- Provide support and advice to Service Users accessing the Service, including advice on the avoidance of pregnancy and STIs through safer sex and condom use; advice on the use of regular contraceptive methods; advice on how to access local sexual health services; and advice on how to access home testing kits for a range of STIs, including chlamydia through the online request system (for those over 18 years old). Those under 16 years will need to go to the sexual health clinic or their GP. Information leaflets for the above shall be made available to Service Users. These can be obtained from the Oxfordshire Public Health Promotion Unit<sup>13</sup>. Alternatively, a text message can be sent automatically with various information sources using the web based platform.
- Directly refer vulnerable young women, using the web-based platform, to either a School or College Health Nurse or the Community Outreach Service provided by Oxfordshire's Integrated Sexual Health Service, with the Service User's consent.
- Ensure that this Service is only offered by professionals who have completed the required training (see Section 3.3).
- Record all activity on a web-based system approved by the Council. This system shall inform the Service Provider of the questions which must be asked during the consultation process (see Section 6).

### 3.3 Employees

The Service Provider shall:

- Employ sufficient numbers of Staff who are sufficiently and appropriately skilled and qualified to ensure the safe responsive and efficient delivery of the Service.
- Ensure that all healthcare practitioners are registered with an appropriate professional body (such as General Pharmaceutical Council (GPhC)<sup>14</sup>) and can demonstrate evidence of their fulfilling and maintaining the competency criteria.

<sup>12</sup> FSRH CEU Clinical Guidance: Emergency Contraception – December 2020. Available from: <https://www.fsrh.org/documents/ceu-clinical-guidance-emergency-contraception-march-2017/>

<sup>13</sup> <https://hpu.oxfordhealth.nhs.uk/default.aspx>

<sup>14</sup> GPhC <http://www.pharmacyregulation.org/>

- Ensure that all health practitioners delivering this Service have
  - Completed the Declaration of Competence for Emergency Contraception from the Centre for Pharmacy Post-graduate Education (CPPE)<sup>15</sup> on EHC, that is no more than 3 years old, within 3 months of starting the provision of EHC under the relevant PGD
  - Completed the online training at \*\*\*, within \*\*\* of starting the provision of EHC under the relevant PGD.
  - Completed the online OSCB online training at \*\*\*, within \*\* of starting the provision of EHC under the relevant PGD.
  - Complete appropriate CPD training, such as local training events provided by the Council.
- All employees in the organisation shall know how to respond to a request for EHC and ensure that the conversation is handled sensitively when they are not professionally qualified to deliver the Service.
- Have a protocol in place that will explain what happens if the accredited health practitioner is unavoidably not on site to supply EHC to ensure that the Service User is supported and informed to obtain EHC through another Service Provider. This will include ringing ahead if signposting to another Service Provider to ensure that the Service is actually available at that time.

### **3.4 Confidentiality and Safeguarding are of paramount importance.**

The Service Provider shall:

- Make all Service Users aware that their right to confidentiality will be respected and maintained in line with GPhC and other professional bodies' recommendations.
- Ensure, when dealing with a Service Users aged under 16 years, they adhere to the best practice guidance for health professionals in providing advice and treatment to young people under the age of 16 on contraception, sexual and reproductive health<sup>16</sup>. This guidance sets out what Service Providers shall do to ensure that they protect the confidentiality of Service Users. It also sets out the good practice contained in the Fraser Guidelines, which detail the circumstances in which treatment can be provided to Service Users aged under 16 years without parental consent.
- Ensure that all Staff have had a satisfactory Disclosure and Barring Service<sup>17</sup> (DRB) check, that is no older than 3 years old.
- Ensure all Staff receive training on confidentiality and information governance.
- Ensure all Staff receive training to a level appropriate to their role and abide by the legislation on safeguarding (children and adults).
- Ensure all Staff shall abide by the safeguarding policies operated by Oxfordshire Safeguarding Children Board<sup>18</sup> and Oxfordshire Safeguarding Adults Board<sup>19</sup>. This shall include understanding safeguarding referral procedures and referral pathways to social care. Further information on how safeguarding procedures apply to the provision of EHC to Service Users under the age of 16 years can be found in Appendix 1.
- Ensure all Staff receive training about child sexual exploitation and adhere to local policies and protocol published by Oxfordshire Safeguarding Children Board for child sexual exploitation.

<sup>15</sup>CPPE Training <https://www.cppe.ac.uk/>

<sup>16</sup> Best practice guidance for doctors and other health professionals in providing advice and treatment to young people under the age of 16 on contraception, sexual and reproductive health.

[http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH\\_4086960](http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4086960)

<sup>17</sup> Disclosure and Barring Service <https://www.gov.uk/government/organisations/disclosure-and-barring-service>

<sup>18</sup> Oxfordshire Safeguarding Children Board <http://www.oscb.org.uk/>

<sup>19</sup> Oxfordshire Safeguarding Adults Board <http://www.osab.co.uk/>



- Have an equality and diversity policy in place and observe the Equality Act 2010 and not discriminate on basis of age, gender, including transgender, ethnicity, sexual orientation, disability, religious or political affiliation.

### **3.5 Days/Hours of operation**

The Service Provider shall:

- Operate, as a minimum, Monday-Friday during the working hours 8am - 6pm as a minimum and shall provide the Service for the duration of the declared opening hours.
- Be available 52 weeks of the year.

### **3.6 Population covered**

- The Service Provider shall make the Services available to the female population of Oxfordshire under the terms of any current PGD.

### **3.7 Any acceptance and exclusion criteria and thresholds**

Acceptance criteria, the Service Provider shall:

- Supply EHC to any woman under the terms of the relevant PGD when:
  - The consequences of not supplying are likely to outweigh the risks of using EHC. This includes Service Users who refuse to provide a postcode or who live outside of Oxfordshire;
  - The young person is unlikely or unable to access another sexual health service and/or General Practice
- Make the Service available to those who self-refer or who are directed to the Service from other agencies.
- Be accessible to all members of the community irrespective of age, disability, ethnicity, faith, sexuality, marital status or civil partnership, status of residence or language spoken.
- Be flexible and responsive, adapting to the individual needs of Service Users in terms of their circumstances.
- If the Service Provider is concerned about the sexual health of a young person aged under 15 years and consider them to be at risk of and STI, e.g. chlamydia they shall provide the Service to them providing they adhere to 'Guidance for professionals safeguarding sexually active young people under the age of 18 including those at risk of sexual exploitation in Oxfordshire'<sup>20</sup>.

Exclusion criteria, the Service Provider will not:

- Supply EHC if the Service Users is outside of the age range of any current PGD.
- Supply EHC if the Service User is deemed non-Gillick competent or the Service Provider feels that EHC cannot be provided within Fraser Guidelines. If so, the Service Provider shall signpost/refer the young woman to a GP.
- Supply EHC if the Service User has exceeded the 72-hour time limit of Levonelle 1500. The Service User shall be informed about EllaOne (Ullipristal Acetate) or the use of an intrauterine device or system and should be referred to their GP or the Integrated Sexual Health Service as soon as possible. If the Service User is eligible, they may be referred to their School or College Health Nurse who is able to issue EllaOne. If EllaOne becomes available under a PGD this offer is able to be made to the Service User by the Pharmacy.

<sup>20</sup> OSCB. Guidance for professionals safeguarding sexually active young people under the age of 18 including those at risk of sexual exploitation in Oxfordshire  
[http://oxfordshirescb.proceduresonline.com/p\\_underage\\_sexual\\_act.html](http://oxfordshirescb.proceduresonline.com/p_underage_sexual_act.html)

### **3.8 Interdependencies with other services**

The Services shall maintain efficient working relationships with allied services, agencies and stakeholders to enhance the quality of care delivered, ensure the holistic nature of the Service and to strengthen and extend established partnerships across the local sexual health economy.

### **3.9 Activity planning assumptions**

The Council shall not guarantee any minimum or maximum volume of activity to the Service Provider under this Service.

The Service Provider shall accept all activity subject to the exclusion criteria or prior agreement with the Council and comply with all reasonable requests of the Council in understanding and managing Service User activity.

### **3.10 Data recording and Reporting Requirements**

The Service Provider shall:

- Provide and fund all suitable Information and Communication Technologies (ICT) systems (hardware and software), that will support data collection and reporting with the capacity to transmit data securely in line with policy and national standards.
- Record all activity on a web-based system provided by the Council.
- Anticipate that the Council's requirements shall vary from time to time and the Council may also request additional data from the Service Provider for local public health analysis.

### **3.11 Audit/Review**

The Service Provider shall:

- Participate in organised audits of the Service.
- Co-operate with any locally agreed assessment of Service User experience.
- Demonstrate that key Staff have undertaken continuous Professional Development relevant to this Service.
- Accept that the Council will annually review the Service Specification, as well as responding to issues which may require a more urgent review.

## **4. Applicable Service Standards**

### **4.1 Applicable national standards**

*NB: this is not an exhaustive list of the guidance available; the websites for each organisation provides detailed information. Service Providers shall ensure services reflect updates in guidance and recommendations as and when they are produced.*

#### Faculty of Sexual and Reproductive Healthcare (FSRH)

- Emergency Contraception Clinical Guidance – December 2020  
<https://www.fsrh.org/documents/ceu-clinical-guidance-emergency-contraception-march-2017/>

GOV.UK (Department of Health)

- Best practice guidance for doctors and other health professionals in providing advice and treatment to young people under the age of 16 on contraception, sexual and reproductive health.  
[http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH\\_4086960](http://webarchive.nationalarchives.gov.uk/20130107105354/http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_4086960)
- Department of Health (2013). A Framework for Sexual Health Improvement in England.  
<http://www.dh.gov.uk/health/2013/03/sex-health-framework/>
- You're Welcome Quality Criteria for Young People Friendly Health Services  
<https://www.gov.uk/government/publications/quality-criteria-for-young-people-friendly-health-services>

#### National Institute of Health and Clinical Excellence (NICE)

- PH3 Nice Guidance (2007) Prevention of Sexually transmitted infections and under 18 conceptions  
<https://www.nice.org.uk/guidance/ph3>

#### Others

- Equality Act 2010  
<http://www.homeoffice.gov.uk/equalities/equality-act/>
- Care Quality Commission  
<http://www.cqc.org.uk/>

#### **4.2 Applicable local standards**

The Services will use local resources where available and guiding principles when planning and implementing changes and improvements. These will include:

- Oxfordshire Safeguarding Children Procedures  
<http://www.oscb.org.uk/>
- Guidance for professionals safeguarding sexually active young people under the age of 18 including those at risk of sexual exploitation in Oxfordshire  
[http://oxfordshirescb.proceduresonline.com/p\\_underage\\_sexual\\_act.html](http://oxfordshirescb.proceduresonline.com/p_underage_sexual_act.html)
- Oxfordshire Safeguarding Adult Procedures  
<http://www.osab.co.uk/>

The Services shall use the Department of Health's 'You're Welcome' Quality Criteria<sup>21</sup> and local resources where available as guiding principles for planning, implementing, and informing changes to the Service, in order for the Service to be young people friendly where appropriate.

## **5. Location of Provider Premises**

Only Service Providers with premises located within the Council boundaries may deliver this service.

The Service Provider shall meet the costs of using venue/s, ensuring they are fit for purpose and have adequate insurance, liability cover and are compliant with the Disability Discrimination Act (DDA).

<sup>21</sup> Department of Health (2011). *You're Welcome: Quality Criteria for Young People Friendly Health Services*. Available from: [http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH\\_126813](http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_126813)

The Service Provider shall ensure that the venue/s are readily accessible and geographically accessible for Service Users arriving by public transport, by car and on foot.

## **Appendix 1: Provision of Emergency Hormonal Contraception to young people under 16 years of age**

It is the responsibility of all agencies to safeguard children and young people up to their 18<sup>th</sup> birthday (Children Act 1989, 2004). In relation to any young person under the age of 16 who requests EHC, the Service shall abide by the safeguarding policies operated by Oxfordshire Safeguarding Children Board.

### **Oxfordshire Safeguarding Children Board**

The Oxfordshire Safeguarding Board has published guidance for professionals working with sexually active young people under the age of 18 years including those at risk of sexual exploitation in Oxfordshire. The guidance acknowledges that most young people under the age of 18 will have an interest in sex and sexual relationships and states that all agencies working with young people must utilise and understand the guidance. The guidance can be accessed at

[http://oxfordshirechildcare.proceduresonline.com/pdfs/working\\_with\\_sexually\\_active\\_yp.pdf](http://oxfordshirechildcare.proceduresonline.com/pdfs/working_with_sexually_active_yp.pdf)

### **Safeguarding Process**

In relation to any young person considering themselves to be sexually active, teams must act proactively ensure that these young people are not at risk of harm. For any immediate concern, the Multi-Agency Safeguarding Hub (MASH) should be contacted at the earliest opportunity. The Local Authority Designated Officer is available for advice and support during training/support visits or at any time a site needs to and there is also support and advice available from Children's Social Care teams in the community and hospitals. All contact details are provided below.

### **Key Responsibilities of Staff**

#### Young people aged under 13 years

Under the Sexual Offences Act 2003, children under the age of 13 are considered of insufficient age to give consent to sexual activity. Any offence under the Sexual Offences Act 2003 involving a child under the age of 13 is very serious and should be taken to indicate a risk of significant harm to the child. Penetrative sex with a child under the age of 13 is classed as rape.

If a child under 13 years of age requests EHC and if there is a reasonable concern that sexual activity has taken place, the case should be discussed with a nominated child protection lead in the organisation and assessed individually. There should be a presumption that a referral is made to Children's Social Care or the CSE team in order that a full assessment can be made.

However, the duty to safeguard the child from most harm would include protecting them from an unintended pregnancy, so providing that they have been assessed using the Fraser Guidelines, treatment should not be withheld.

#### Young people aged between 13 and 15 years

The Sexual Offences Act 2003 reinforces that, whilst mutually agreed, non-exploitative sexual activity between teenagers does take place and that often no harm comes from

it, the age of consent should still remain at 16. This acknowledges that this group of young people is still vulnerable, even when they do not view themselves as such.

EHC will be provided to young people between 13 and 15 years, when in compliance with Fraser guidelines and Department of Health guidance on confidential sexual health advice and treatment for young people aged under 16 years. However, when a service user is under 16 years, and there is concern that the young person has been the victim of sexual abuse, physical harm or has been exploited, advice must be sought from nominated child protection lead in the organisation and/or a referral made to Children's Social Care or the CSE team.

#### Reporting requirements

As part of local Quarterly Contract Review process, the Service shall report to the Council the number of risk assessments (for sexual abuse or exploitation for sexually active young people and vulnerable adults) requiring referral and to which safeguarding organisation.

#### **Oxfordshire Safeguarding Children Board: Reporting Child Safeguarding Concerns**

Full details of child safeguarding reporting procedures can be found at <http://www.oscb.org.uk/reporting-concerns/>

#### Immediate Concerns about a Child

The Multi-Agency Safeguarding Hub (MASH) is the front door to Children's Social Care for all child protection and immediate safeguarding concerns. If there is an immediate safeguarding concern, including allegations/concerns that the child has been sexually/physically abused.

You should call the MASH immediately Tel: 0345 050 7666 (This number will take you through to Customer Services who will ask a series of questions and triage into MASH where safeguarding concerns are raised).

#### To talk about an on-going concern

If you want to speak to someone about an already open case, contact the relevant Children's Social Care Team:

- Oxford City – 01865 328563
- North Oxfordshire (including Banbury, Witney and Bicester): 01865 323039
- South Oxfordshire (including Abingdon, Faringdon, Wantage, Thame, Didcot and Henley): 01865 323041
- Emergency Duty Team: 0800 833 408
- John Radcliffe Hospital Assessment Team: 01865 221236 (for antenatal safeguarding concerns and issues concerning children in the hospital).

#### If you are unsure whether to make a referral

You can contact the Locality and Community Support Service (LCSS) and request a 'no names' consultation (meaning you don't give the child's name). You can then discuss the situation with them and they will advise you on what to do next. If a referral needs to be made they will advise you of this:

- LCSS Central: 0345 241 2705

- LCSS North (including Banbury, Witney, Bicester, Carterton and Woodstock): 0345 241 2703
- LCSS South (including Abingdon, Faringdon, Wantage, Thame, Didcot and Henley): 0345 241 2608

To report concerns about child sexual exploitation

If a child or young person has made a disclosure regarding sexual exploitation, or if you think a child may be at risk of being sexually exploited please contact the Kingfisher Team on: 01865 309196. Out of hours calls to this number will be diverted to the Thames Valley Police Referral Centre.

## **Schedule 2 – Finance (Lot 1)**

Payment for delivery of the Services under this Service will be:

- A consultation fee of £22.50
- Re-imbusement of drug costs for Levonelle and EllaOne at the drug tariff price plus VAT at 5% if EHC is provided
- Initial set up fee of £110 which will include attendance at a local training event and cascade of information to all employees delivering the Service

Payments will be made monthly in arrears within 28 days of receipt of the relevant activity monitoring reports (for the previous month), and will commence from the date the Service Provider starts delivering the specified Service.

Any queries regarding payments should be taken up with the Public Health team.



### **Schedule 3 - Monitoring/Review (Lot 1)**

The Service Provider shall report on a range of activities to the Council on a monthly basis and will meet with the Council to review performance (if required). This activity will be captured by a web-based system provided by the Council.

#### **Quarterly Reporting**

The Council shall review performance activity on a quarterly basis and discuss performance with the Service Provider (if required).

#### **Quality and Performance Indicators**

On a quarterly the Service Provider shall report on progress against all the Quality and Performance Indicators.

This information must be provided to the Authorised Representative of the Council, or an Officer nominated by them, within 30 days of the end of the quarter (it is recognised that some data will be one quarter in arrears).

This information is vital to the successful implementation of the contract and failure to provide the information will be deemed as a default by the Service Provider. In the event that the Service Provider fails to act in accordance with such provisions, the Council may issue a Performance Notice to the Service Provider.

The Service Provider will be required to attend (at their own expense) performance, evaluation and monitoring meetings at time to be agreed through the course of the contract.

#### **Safeguarding**

The Council monitors the safeguarding actions recorded and taken by the Service Provider where a Service User is under 16 or where safeguarding risks are identified. Service Providers must respond in a timely manner to the Council to requests for further information to provide assurances about safeguarding actions taken.

Quality and Performance Indicator	Technical Guidance reference	Threshold	Method of Measurement	Frequency	Consequence per Breach
Sexually active young people under the age of 16 years (and those aged 16-17 years where there is cause for concern) have a risk assessment for sexual abuse or exploitation performed using a standardised pro forma at each presentation as a new case	BASHH Standard 2	100%	Service Provider report to Council as part of local Contract Review process	Quarterly	Remedial Action Plan
Sexually active vulnerable adults, where there is a concern, have a risk assessment for sexual abuse or exploitation performed using a standardised pro forma at each presentation as a new case	For determination local	100%	Service Provider report to Council as part of local Contract Review process	Quarterly	Remedial Action Plan
Number of risk assessments (for sexual abuse or exploitation for sexually active young people and vulnerable adults) requiring referral and to which safeguarding organisation	For determination local	100%	Service Provider report to Council as part of local Contract Review process	Quarterly	Remedial Action Plan

BASHH (British Association Sexual Health & HIV) (2019). Standards for the Management of Sexually Transmitted Infection [Standards for the Management of STIs | British Association for Sexual Health and HIV \(bashh.org\)](#)

**Pharmacist Supervised Consumption of Prescribed Opiate Substitution  
Therapy – Lot 2**

**Schedules 1, 2 and 3**

## Schedule 1 – Specification (Lot 2)

### 1. Population Needs

This specification sets out the requirement for the provision of a Public Health service for the supervised consumption of prescribed medication within a Community Pharmacy. The principal focus of the Service is to provide supervision of the self-administration of Opiate Substitutes, such as methadone and buprenorphine, in specified instalments, according to the prescription. .

#### 1.1 National Context/Evidence Base

The National Institute for Health and Clinical Excellence (NICE) Clinical Guidelines recommend the use of opiate substitution therapy (OST) to treat individuals with addiction to opiates<sup>22</sup>.

Pharmacological treatments are broadly categorized as maintenance (also known as 'substitution' or 'harm-reduction' therapies), detoxification or abstinence. The aims of the maintenance approach are to provide stability by reducing craving and preventing withdrawal, eliminating the hazards of injecting and freeing the person from preoccupation with obtaining illicit opioids, and to enhance overall function. To achieve this, a substitution opioid regime (a fixed or flexible dose of methadone or buprenorphine to reduce and stop illicit use) is prescribed at a dose higher than that required merely to prevent withdrawal symptoms. The aim is for people who are dependent on illicit opioids to progress from maintenance to detoxification and then abstinence (when a person has stopped taking opioids).

The introduction of supervised methadone dosing has resulted in substantial declines in deaths related to overdose of methadone<sup>23, 24</sup>.

Opiate Substitutes such as methadone and buprenorphine should be administered daily, under supervision, for at least the first 3 months of treatment. Supervision should be relaxed only when the person who uses the service's compliance is assured. Both drugs should be given as part of a programme of supportive care<sup>25</sup>.

A recent PHE review of evidence<sup>26</sup> found research literature suggesting that investment in drug treatment is likely to substantially reduce social costs associated with drug misuse and dependence. Current estimates suggest that the net benefit-cost ratio is approximately 2.5 to 1

Although deaths from drug misuse remain relatively low in Oxfordshire, nationally rates have increased by 80% since 2012, and therefore the need to have a whole systems approach to tackling drug misuse is a priority for Government as outlined in the government's response to Part 2 of Dame Carole Black's review, and a new long-term strategy with a focus on high quality drug treatment is expected by the end of 2021. In line with recommendation 11,

<sup>22</sup> TA114 - Methadone and buprenorphine for the management of opioid dependence, NICE, January 2007

<sup>23</sup> BMJ2010;341:c4851

<sup>24</sup> Drug Misuse and Dependence: UK Guidelines on Clinical Management; DoH July 2017;

<sup>25</sup> TA114 - Methadone and buprenorphine for the management of opioid dependence, NICE, January 2007

<sup>26</sup> An evidence review of the outcomes that can be expected of drug misuse treatment in England. Published: January 2017 PHE publications gateway number: 2016489

Oxfordshire County Council will continue to commission a range of evidence-based harm reduction and treatment services to meet the needs of the local population.<sup>4</sup> The Drug Misuse Service is key to this aim. The Review has also made recommendations which include a focus on better training for all professionals working in the drug treatment system.

### **1.2 Local Context**

In Oxfordshire, a range of services are commissioned to meet the needs of substance misusers, and the provision of OST dispensed with supervised consumption is a core component of the treatment pathway.

In 2019-2020 there were 1505 patients across Oxfordshire prescribed OST by either a GP (at one of the 26 GP Practices commissioned to deliver the Drug Misuse Shared Care Services on the Approved Provider List) or the Community Alcohol and Drug Service, currently provided by Turning Point<sup>27</sup>. Turning Point have four Service Hubs located in Banbury, Didcot, Oxford and Witney. In July 2021, there were 107 pharmacies commissioned under the Council Approved Provider List to provide supervised consumption for these patients, seeing on average 513 patients per month.

### **1.3 Social Value Considerations**

The delivery of OST services, including supervised consumption, addresses priorities which disproportionately affect socially disadvantaged communities in Oxfordshire. These include reduction of substance misuse and supporting individuals to make choices to reduce the harms caused to themselves, their families and the wider community. Outcomes include a reduction or complete abstinence from illicit drugs, cessation of injecting, a reduction in injecting site wounds, abscesses and blood-borne virus transmission, and a reduction in needle stick injuries in the general public resulting from discarded needles. It also reduces death from accidental overdose from illicit use. OST, alongside supervised consumption, reduces the risk to communities in a number of ways including overuse or underuse of medicines, diversion of prescribed medicines onto the illicit drugs market and accidental exposure to the dispensed medicine of people it was not intended for.

Therefore, the delivery of these services improves the person's health in the longer-term, as well as improves the economic and social well-being of Oxfordshire, by keeping people who use this service healthier for longer and reducing demand on health and social care services and criminal justice services.

The Pharmacist is instrumental in supporting substance users to comply with their prescribed regime, helping to reduce incidents and accidental deaths through overdose.

## **2. Key Service Aims, Objectives and Outcomes**

### **2.1 Service Aims**

The principle aim of the supervised consumption service is to provide a harm reduction intervention which:

- Reduces drug related morbidity/mortality and potential for overdose
- Positively impacts upon anti-social behaviour and drug-related crime

<sup>27</sup> PHE. Recovery Diagnostic Tool Q4 2019-2020

- Supports sustained maintenance of a drug-free lifestyle
- Prepares people to move towards abstinence and recovery from the illicit use of opioid substances
- Supports people to remain healthy (physically and mentally)
- Reduces the number of drug related deaths;
- Reduces the complications from drug use and the prevention of transmission of blood borne viruses associated with drug use.

## 2.2 Service Objectives

This Service will:

- Enable people using the service to achieve stabilisation of opiate addiction;
- Enable abstinence and recovery from the use of illicit opioid substances;
- Provide people who use the service a quick and efficient access to services across the county;
- Provide an opportunity for regular contact between people using the service and mainstream healthcare services;
- Provide a key link in the delivery of an effective treatment system.

## 2.3 Substance Misuse Key Outcomes Framework Indicator

The Public Health Outcomes Framework (PHOF)<sup>28</sup> sets out a vision for public health and desired outcomes. The provision of Prescribed Opiate Substitution Therapy, and supervised consumption, will contribute to PHOF Key Indicators 'Successful completion of drug treatment - opiate users' (PHOFC19a), 'Deaths from drug misuse (C19d) and 'Adults with substance misuse treatment need who successfully engage in community-based structured treatment following release from prison (C20).

The government's 2017 Drug Strategy outlines the ambition for fewer people to use drugs in the first place, and for those that do, and who experience problems, to be helped to stop and live a life free from dependence<sup>29</sup>. The provision of Prescribed Opiate Substitution Therapy will help achieve the national ambitions as set out in the national Drug Strategy 2010 "*Reducing Demand, Restricting Supply, Building Recovery*" carried forward in the 2017 Drug Strategy. The Strategy introduced the concept of recovery from drugs and alcohol dependence into policy with clear practice outcomes, namely:

- Freedom from dependence on drugs or alcohol
- Prevention of drug-related deaths and blood borne viruses
- A reduction in crime and re-offending
- Sustained employment
- The ability to access and sustain suitable accommodation
- Improvement in mental and physical health and wellbeing
- Improved relationships with family members, partners and friends
- The capacity to be a caring and effective parent.

<sup>28</sup> Public Health Outcomes Framework 2016 to 2019. Available at: [www.gov.uk/government/collections/public-health-outcomes-framework](http://www.gov.uk/government/collections/public-health-outcomes-framework)

<sup>29</sup> [www.gov.uk/government/publications/drug-strategy-2017](http://www.gov.uk/government/publications/drug-strategy-2017)

### 3. Service Delivery

#### 3.1 Service Description/Pathway

This Service will provide supervised consumption of prescribed opiate substitution therapy medications to people living in Oxfordshire, according to the directions of the prescriber. The Service Provider will offer a user-friendly, non-judgmental, person-centred and confidential service at all times.

The prescriber will be either a Drug Misuse Shared Care GP or Turning Point clinician, who will issue a prescription for OST, and include a request for supervision, on a regular basis, either as part of a detoxification programme or maintenance treatment.

People will be prescribed:

- Methadone solution 1mg in 1ml; or
- Buprenorphine sub-lingual tablets.

The Service Provider shall:

Professional Standards:

- Engage Pharmacists registered with General Pharmaceutical Council for the provision of this service.
- Provide the service in line with NICE guidelines<sup>30</sup>
- Conform to General Pharmaceutical Council Standards for registered Pharmacies<sup>31</sup> and Standards of conduct, ethics and performance.
- work with a number of people who use the service that is appropriate to the capacity of the Pharmacy within the parameters of good practice, as advised by the Commissioner. Ensure compliance with safeguarding responsibilities in relation to children and vulnerable adults (see Schedule 4 for full safeguarding requirements and responsibilities);
- Promote a non-judgmental and confidential service at all points of delivery within each Pharmacy;
- Comply with all relevant Controlled Drugs guidance, Regulations and legislation during delivery of this service including

Specific Service Standards:

- Ensure compliance with an agreed care plan by dispensing prescribed medication in specified instalments, according to the prescription.
- Inform people who use the service of the times of day they can access the Service
- Emphasis must be given to the safety of people who use the service and timely communication with the treatment provider, currently Turning Point, must take place.
- Ensure there is staff capacity in the pharmacy so that checks can be carried out thoroughly for each person using the service
- If the Pharmacy has to close unexpectedly, ensure the prescriber is informed as a matter of urgency so other arrangements for those people expecting to have their OST supervised that day/s can safely attend another pharmacy Ensure each supervised

<sup>30</sup> <https://www.nice.org.uk/guidance/ta114>

<sup>31</sup> [Standards | General Pharmaceutical Council \(pharmacyregulation.org\)](https://www.gpc.org.uk/standards)

dose is correctly administered to the individual for whom it was intended (Doses may be dispensed for the individual to take away to cover days when the pharmacy is closed, if this is directed on the prescription).

- Liaise with the prescriber, named key worker and, where the person using the service has given written permission, others directly involved in their care.
- Monitor the person's response to prescribed treatment, for example, if there are signs of overdose, especially at times when doses are changed, during titration of doses, if the person using the service appears intoxicated or when they have missed doses, if necessary withholding treatment if this is in the interest of that person's safety, liaising with the prescriber as appropriate.
- Liaise with the prescriber or named key worker where the individual has missed three consecutive doses. The Pharmacist should consider liaising after two consecutive doses have been missed (dependant on the risk).

Dispensing and supply can be refused in certain circumstances, according to the Pharmacist's professional judgement, including but not limited to:

- If the Pharmacist believes the prescription is not genuine or for the person named on the prescription form.
- If the Pharmacist believes the prescriber has made a clinical error or that the prescription is clinically inappropriate.
- If the person who uses the service, or anyone with them, behaves or threatens to behave violently, or commits or threatens to commit any criminal offence in the pharmacy.

In any of these situations, the prescriber should be contacted urgently and if possible, before the person using the service has left the pharmacy.

People receiving prescribed medication for opioid substitution will not be refused access to SWOP packs if Needle Exchange services are also delivered by the Pharmacy; the Service Provider will encourage the individual to discuss this with their prescriber.

The Service Provider shall:

- Identify a lead Pharmacist who has successfully completed the relevant training (see 3.2 below) to take responsibility for the Service at each site;
- Comply with the Public Health Shared Care Pathway Guidance (Guidance for Primary Care Drug Misuse)<sup>32</sup>;
- Abide by all legal constraints when dealing with controlled drugs. The Pharmacist cannot dispense the prescription if it does not fully comply with legal requirements;
- Ensure that the supervision of self-administration of OST is undertaken in a designated area of the pharmacy, which provides a sufficient level of privacy and safety;
- Maintain appropriate standard operating procedures (SOPs) for the safer management of controlled drugs;
- Provide advice on safe storage of methadone and buprenorphine at home and signpost to Turning Point for safe home storage boxes
- Provide advice and display health promotion leaflets relating to harm reduction;
- Maintain sufficient Staff in place to provide and/or support the Service in relation to the patient numbers;

<sup>32</sup> Drug Misuse Shared Care Pathway & Protocol Guidance for Substance Misuse. Public Health 2021



- Provide a continuous Service on all days of opening;
- Ensure that sensitive documents and confidential waste, no longer required, are ethically and securely disposed of in line with the General Data Protection Regulations (GDPR);
- Ensure that contemporaneous documentation is maintained for every contact with each person who uses the service;
- Notify the Council if the lead Pharmacist changes and provide a copy of the new lead Pharmacist qualifications as required for delivery of this service (see 3.2 below);
- Ensure that Standard Operating Procedures are in place for supervised consumption. Service Providers may develop their own operational procedures/SOP to enhance the implementation of the operational guidelines within the community pharmacy, have clearly stated objectives and stipulate whose responsibility it is to implement them. The process for monitoring, review and development must also be clearly defined. The SOP should include the following areas:
  - Methadone/buprenorphine dispensing and supervision
  - Confidentiality and data protection
  - Incident monitoring
  - Risk assessment and risk management.

Health and wellbeing of people using the Service:

- Provide people who use the service with details of local healthcare professionals
- Provide referral or signposting to other related services such as sexual health, smoking cessation or other public health services.
- Use the Health Education England information on Making Every Contact Count via: <http://www.makingeverycontactcount.co.uk/>
- Work in partnership with drug treatment providers and General Practitioners
- Promote harm reduction to the people who use the service, carers and families
- Make referral to drug services as relevant.
- Take part in health and wellbeing campaigns as required

### 3.2 Training

In addition to demonstrating evidence of commitment to continuing professional development, Pharmacists and registered technicians providing this service shall:

- Identify Lead Pharmacist with responsibility for delivering this service;
- The Lead Pharmacist should have successfully complete either the distance learning pack, *Substance use and misuse* CPPE 2014<sup>33</sup> or RCGP Part One Certificate in the Management of Drug Misuse<sup>34</sup> prior to delivery of the Service.
- Ensure that competence against this training is reconfirmed **at least every 3 years and notify the Council on each occasion;**
- Notify the Council where the Lead Pharmacist changes and send a copy of the new Lead Pharmacist qualifications for delivery of this service (i.e. RCGP Part 1 or CPPE);
- Attend a local training session (Oxfordshire Pharmacy Training) on the care and management of opiate-dependent drug misusers arranged by the Community Alcohol and Drug Service (currently provided by Turning Point);

<sup>33</sup> Available here: [www.cppe.ac.uk/gateway/substance](http://www.cppe.ac.uk/gateway/substance)

<sup>34</sup> Available here: [www.elearning.rcgp.org.uk/course/info.php?id=130](http://www.elearning.rcgp.org.uk/course/info.php?id=130)

- Ensure that all Pharmacy staff (including Locum & support staff) involved in the delivery of supervised consumption, have successfully completed Training/CPD relevant to the provision of this Service;
- Ensure all staff coming into contact with people who use the service are trained on the delivery of a user-friendly, non-judgmental, person-centred and confidential service at all times.

If a Pharmacist is new to the Pharmacy, then they are recognised as qualified to deliver the service, provided that, the distance learning pack, *Substance use and misuse* CPPE 2014, or RCGP Part One Certificate in the Management of Drug Misuse, has been completed, and that they attend the next available Community Alcohol and Drug Service training session.

### **3.3 Audit/Review**

The Service Provider shall:

- Participate in service audit as per the quality schedule.
- Co-operate with any locally agreed assessment of Service User experience.
- Demonstrate that key Staff have undertaken continuous Professional Development relevant to this service. Pharmacists should ensure that at least one staff member at any one time has attended the Oxfordshire Pharmacy Training, currently provided by the Community Alcohol and Drug Service, Turning Point.
- Participate in any review of the Dynamic APL by the Council.
- Respond to the Council's annual Monitoring Self-Assessment of the service standards

The Council will contract monitor the service on a regular basis as well as responding to issues which may require a more urgent review;

### **3.4 Transfer of Ownership**

If the Service Provider or Legal Entity of the Provider for any site on the Dynamic APL changes during the Call-off contract period, the Provider is required to give at least 3-months written notice to the Council to enable the relevant procurement and contractual processes to be undertaken prior to the change.

### **3.5 Population covered**

The target group of people for the Service are Oxfordshire residents aged 18 years or older, who are prescribed OST for the treatment of opioid addiction, by the Drug Misuse Shared Care Service, or the Community Alcohol and Drug Service in Oxfordshire.

However, the Service may be required to dispense and supervise the consumption of methadone or buprenorphine to individuals aged under 18 years. This must always be in close collaboration with the prescriber and children and young people's treatment service, currently provided by Aquarius Action Projects.

## 4. Applicable Service Standards

### 4.1 Applicable National and Local Standards

The Service Provider shall comply with all relevant current clinical guidelines and quality standards including, but not limited to, the following:

- Opioid detoxification regimes in accordance with NICE clinical guideline CG52: <http://publications.nice.org.uk/drug-misuse-opioid-detoxification-cg52/guidance>
- Methadone and buprenorphine prescribing in accordance with NICE clinical Guideline: TA114 <http://publications.nice.org.uk/methadone-and-buprenorphine-for-the-management-of-opioid-dependence-ta114>
- Naltrexone programmes in accordance with NICE clinical guideline TA115: <http://www.nice.org.uk/guidance/TA115>
- Drug Misuse and dependence is conducted in accordance with the DoH guidelines: Drug misuse and dependence: UK guidelines on clinical management (the 'Orange Book'): <https://www.gov.uk/government/publications/drug-misuse-and-dependence-uk-guidelines-on-clinical-management>
- QS23 – Relevant Quality Standards for drug use disorders. <https://www.nice.org.uk/guidance/qs23>
- NICE Guidance on Controlled Drugs NG46: <https://www.nice.org.uk/guidance/ng46>

## 5. Location of Service Provider Premises

Community Pharmacies in Oxfordshire commissioned to deliver this Service.

## 6. Data Requirements

### 6.1 DATA Entry

The Service Provider shall:

- Ensure completion of the Council minimum data set for each person who uses the service , which will be completed per person per month.
- Input data onto the web-based system provided by the Commissioners (currently PharmOutcomes) within 7 days of the end of the month in which the activity took place.

Payments will be made according to the number of Service Users entered onto the system as having been supervised each month, and as such the data entered onto this system will determine the level of payment to each Service Provider. Data will be collected 28 days after the quarter end for calculation of payments. Therefore, all data for the quarter must be entered onto this system by this date. There will be no late payment made for data entered after this date.

The information required for each person who uses the service may be developed to reflect the Council's contract monitoring requirements.

## **Schedule 2 – Finance (Lot 2)**

Payment for delivery of services under this contract shall be £32.03 per Service User supervised, per month, paid in aggregate at the end of each quarter.

- Payments will be made quarterly in arrears, on receipt of data collected on the Council's data system, currently PharmOutcomes.
- Data will be collected from the system 28 days after the quarter ends. Payments will be calculated and processed for people receiving supervision each month within that period. All data for the quarter must be entered onto this system by this date. There will be no late payment made for data entered after this date.
- Any queries regarding payments should be referred to the Council's Public Health team.

Please note the Service does not include payment for dispensing a methadone or Buprenorphine prescription where there is no supervision requirement.

In addition to the payment per person per quarter, the Council may at its discretion offer Service Providers the opportunity to periodically access: (i) training grants of £500 for attending Council agreed sessions, up to a maximum of once a year; or (ii) training grants of £1,500 where the Service Provider completes the RCGP Part 2 Certificate in the Management of Drug Misuse, a maximum of once per Service Provider per three-year period.

Payments will be made following confirmation of attendance at the prior agreed training session.

## **Schedule 3 - Monitoring/Review (Lot 2)**

### **1. Outcome Indicators**

The key national Public Health Outcome Framework (PHOF) indicators which the Drug Misuse Service Providers will contribute to by delivering the Service are:

- Number of users of opiates that left drug treatment successfully (free of drug(s) of dependence) who do not then represent to treatment again within 6 months as a proportion of the total number of opiate users in treatment;
- The rate of drug misuse deaths per million population over a three-year period.

### **2. Monitoring**

Contract monitoring will be undertaken by the Council and will include, but not limited to, the following:

- Review of activity data from Oxfordshire Treatment Information System and/or PharmOutcomes data systems;
- Participation in Service provision audit;
- CQC reports (where applicable);
- Contract monitoring meetings (which include clinical elements).

A separate monitoring schedule will be developed to capture schedule requirements.

### **3. Quality Requirements**

Contract monitoring will include review of the following being in place for each Service Provider and site:

- Standard Operating Procedures (SOPs) which are regularly reviewed;
- Statutory and mandatory training programme that includes the use of non-permanent staff;
- Professional registrations/revalidation checks;
- Programme of supervision to ensure continual clinical effectiveness and efficiency;
- Regularly review Outcome indicators.

In addition, the Service Provider will:

- Attend contract performance meetings with the Council, as required, to review performance;
- Complete an annual self-assessment monitoring questionnaire as requested by the Council;
- Share with the Council, results of any audits that relate to the delivery of this Service;
- Produce a quarterly report detailing any Serious or Controlled Drug Incidents, and complaints received for the period, the action/reflective practice undertaken to prevent recurrence, and provide it to the Council on request;
- Ensure that there are processes in place to review/consider all NICE guidance relevant or potentially relevant to their service provision;
- Ensure that contemporaneous records are kept as appropriate for the service provision and audited annually;

- Co-operate with any locally agreed assessment of Service User experience;
- Comply with the Oxfordshire Safeguarding Adults and Children Policies and processes.
- Inform the Council (where applicable) of any CQC inspections and resulting actions plans.

**Needle Exchange Programme - Sterile Works from Oxfordshire Premises  
(SWOP) – Lot 3**

**Schedules 1, 2 and 3**

## Schedule 1 – Specification (Lot 3)

### 1. Population Needs

#### 1.1 National context and evidence base

The national approach to substance misuse is set out in the 2017 Drugs Strategy which places an emphasis on ‘maintaining the availability of injecting equipment through needle and syringe programmes, including through non-specialist outlets’<sup>35</sup>, to prevent blood borne virus infections. The National Institute for Health and Clinical Excellence (NICE) Public Health Guidance PH52: Needle and Syringe Programmes<sup>36</sup>, published in March 2014 promotes optimal provision of needle and syringe programmes (NSPs) and recommends the provision of community pharmacy-based needle and syringe programmes.

Needle and syringe programmes (NSPs) supply all equipment used to prepare and take illicit drugs. The programme has two overarching aims:

- To reduce the transmission of blood-borne viruses (BBVs) including hepatitis C, and other infections caused by sharing injecting equipment,
- To reduce the harm caused by injecting drugs through providing information and advice and acting as a gateway to other services, including drug treatment such as opioid substitution therapy (OST).

NSPs may be the only contact that some people, for example those who inject performance and image-enhancing drugs [PIEDs], have with health services. NSPs in England are based across a range of services.

The latest data from the Oxfordshire Treatment Information System on injecting status of new presentations to treatment in 2020-21 indicates that 6.6% of individuals using opiates were currently injecting, compared to 3% and 1% in the non-opiate and non-opiate and alcohol clients respectively.

#### Sharing of injecting equipment: people who inject psychoactive drugs

The level of needle and syringe (direct) sharing reported by participants in the UAM Survey has **declined** from **28%** in 2005 to 20% in 2019, although in recent years, from a low in 2012 of 14%, the level has begun to increase again (Public Health England<sup>37</sup>). Throughout the 2005 to 2019 period, direct sharing levels were higher among women than men; in 2019, 25% of women reported direct sharing compared with 19% of men.

The 2021 Dame Carol Black Review of Drugs<sup>38</sup> Part 2, has made recommendation which include a focus on better training for professionals working in the drug treatment system, especially in co-morbidities of people who are dependent on drugs, whether that be physical or mental health co-morbidities.

#### 1.2 Local Service provision

Oxfordshire County Council currently commission around 38 Pharmacy sites to deliver an NSP, known locally as the SWOP scheme, across Oxfordshire under the Dynamic Approved Provider

<sup>35</sup> 2017 Drug Strategy, HM Government, July 2017

<sup>36</sup> PH52 – Needle and Syringe Programmes, NICE, March 2014

<sup>37</sup> [People who inject drugs: HIV and viral hepatitis monitoring - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/364422/People_who_inject_drugs_HIV_and_viral_hepatitis_monitoring_-_GOV.UK.pdf)

<sup>38</sup> [Review of drugs part two: prevention, treatment, and recovery - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/94442/Review_of_drugs_part_two_prevention_treatment_and_recovery_-_GOV.UK.pdf)



List (DAPL). Currently, there is an additional needle exchange facility available at a homeless centre in Oxford city.

The Council commissions the supply of a range of needle exchange packs for distribution to Service Providers providing this service and commissions regular waste collection from Service Providers' premises of used 'works' –i.e. sharps' waste. The contract for this pack supply to and waste collection from the Service Provider premises is currently held by Orion Medical Supplies Ltd, and this element of the SWOP Service is provided at no cost to Service Providers.

There is also a specialist needle exchange provided by the Community Alcohol and Drug Service, currently provided by Turning Point, at each of their locality hubs located in Oxford, Banbury, Didcot and Witney. These specialist needle exchange services provide a more extensive needle exchange service including pick and mix items, harm minimisation support, training and provision of naloxone and is run by Turning Point.

The Council commissions General Practitioners' to provide a Drug Misuse Shared Care Service for people with opiate addiction, supported by the Community Alcohol and Drug Service, provided by Turning Point, and issues a Shared Care Guidance document, which includes guidance for pharmacies in Oxfordshire who are commissioned to provide Supervised Consumption<sup>39</sup>.

### **1.3 Social Value Considerations**

The Sterile Works from Oxfordshire Premises (SWOP) programme addresses priorities which disproportionately affect socially disadvantaged communities in Oxfordshire. These include prevention of blood borne viruses and supporting individuals to make choices to reduce the harms caused to themselves, their families and the wider community – such as safer injecting practices, reduction in injecting site wounds and abscesses, as well as a reduction in needle stick injuries to the general public, resulting from discarded needles. The programme also raises awareness of drug treatment services and drug related health campaigns such as dental health.

Through the prevention of blood borne viruses and improving individuals' health in the longer-term, the SWOP programme should improve the economic and social well-being of Oxfordshire by keeping individuals healthier for longer and consequently decreasing demand on health and social care services.

## **2. Scope**

### **2.1 Key Service Aims**

The principle aim of the SWOP service is to provide a harm reduction intervention which:

- Reduces transmission of blood borne viruses by substance misusers;
- Reduces the risk and impact on the local community from drug injecting waste;
- Reduces the number of drug related deaths;
- Reduces the burden on the local health and social care system caused by injecting drug use;

<sup>39</sup> Drug Misuse Shared Care Pathway & Protocol Guidance for Substance Misuse. Public Health 2021

- Reduces the risk-taking behaviours of injecting drug users, such as sharing needles and syringes.

## **2.2 Key Service Objectives**

- Provide access to SWOP paraphernalia, which may include Single Use Kits, larger packs or other packs as necessary, and associated materials to promote safe injecting practice;
- Provide safe disposal for used injecting equipment (works);
- Offer a people--friendly, non-judgemental, confidential service to drug users in their local community;
- Provide support and advice to the people who use the service, including referral to drug treatment services and access to other public health services including Emergency Hormonal Contraception and smoking cessation;
- Increase choice through offering flexible opening times and locations;
- Reduce inequalities and improve access to services for people from specific groups such as homeless people, women who inject drugs, and men who have sex with men with substances (often called 'Chemsex').

## **2.3 Service description**

The Service Provider shall provide sterile injecting equipment to Service Users who inject illicit drugs and/or non-prescribed performance and image-enhancing drugs (PIEDs). Provision will be in accordance with NICE public health guidance (PH52 on needle and syringe programmes). The cost of the injecting equipment, the waste bins and the collection and disposal of waste is outside of the remit of this contract.

### **2.3.1 The minimum essential criteria for delivery**

The Service Provider shall:

- Give out needle exchange packs to Service Users, free of charge. A number of different packs and kits are available, depending on the size of the syringe, the gauge of the needle, and the number of needles contained. The Service User can request the most appropriate pack for their usage and the quantity of packs that they require;
- Receive used works contained in personal sharps bins for safe disposal in the waste bins provided by the waste collection and injecting equipment provider (currently Orion Medical Supplies Ltd);
- The position of the waste bin in the pharmacy premises should give due regard to the safety of the public accessing the service and the staff
- All staff operating this service should demonstrate competence and awareness of the Service Provider's Standard Operating Procedure for this service
- Ensure clear and regular communication with the waste collection and injecting equipment provider to ensure that stock levels are maintained, and waste is collected regularly;
- Provide other drug injecting paraphernalia at the request of the commissioners, subject to funding and availability;
- Ensure people who use the service receiving prescribed medication for opioid substitution are not refused access to SWOP injecting equipment; the Pharmacist will encourage them to discuss this with their prescriber or addictions nurse;
- Ensure all staff undertake the web-based training provided by the injecting equipment supplier, giving all pharmacy staff a level of knowledge and skills to provide an excellent service;
- Promote harm reduction wherever possible including:

- encouraging people who use the service to return used needles for exchange to reduce the level of discarded needles in public places;
- Use the Health Education England information on Making Every Contact Count via: <http://www.makingeverycontactcount.co.uk/>
- Offering advice and support on preventing the risk of overdose and drug-related death including signposting to the Community Alcohol and Drug Service Hubs ;
- Providing safer injecting practice and harm reduction advice,
- Providing advice on blood-borne viruses and encourage the uptake of testing and immunisation for blood borne viruses as relevant;
- Displaying harm reduction campaign material and information as provided by the Council.

### **2.3.2 Commissioner Responsibilities:**

- Commission the injecting equipment supplier to provide the Service Provider packs of sterile injecting equipment, free of charge and sharps waste bins (also free of charge). They will arrange for the collection of used injecting equipment from the Service Provider, and its safe disposal in accordance with current legislation, at no cost to the Service Provider;
- The Council or its agent may provide, without charge, supplies of other associated materials and leaflets for promoting safer injecting and harm reduction;
- Provide a direct point of contact for the Service Provider;
- Provide details for referral points or signposting to other relevant services for Service Users.

### **2.3.3 Monitoring**

The information required for each transaction is defined in the Council Data system (currently PharmOutcomes) to reflect the Council's monitoring requirements along with the development of newer monitoring systems.

The Service Provider shall:

- Provide a minimum data set for each transaction which should be recorded using the web-based system provided by the Commissioners. Data shall be input within 28 days of the end of the quarter to which the activity relates;

Payments will be made according to the number of needle exchange transactions made that quarter, not the number of packs/injecting equipment items given out, and as such the data entered onto this system will determine the level of payment to each Service Provider. If information is not input within the required timescales, payment will not be made (see 5.1).

### **2.3.4 Review and Audit**

The Service Provider shall:

- Participate in Council organised audits of the Service
- Participate in National audits as required
- Participate in locally agreed Council assessments of Service User experience
- Demonstrate key Staff have undertaken CPD relevant to this Service
- Respond to the Council's annual Monitoring Self-Assessment of the service standards

### **2.4 Population covered**

The target client group for the Service are Oxfordshire residents aged 18 years or older.

## 2.5 Acceptance and exclusion criteria and thresholds

- The commissioning of this Service is for all injecting drug users and as relevant to non-injectors, over the age of 18 years.
- This Service allows supply of packs to injecting drug users who are under the age of 18 years, (as per NICE PH52) if the Service Provider establishes that **not** giving clean injecting equipment to the young person would be of greater risk than the risks posed by continued or increased injecting drug misuse. Where individuals presenting to Pharmacy needle exchange programmes are aged under 18 years the Service Provider must collaborate with the Council Commissioned Children's and Young Peoples Substance Misuse Service, currently provided by Aquarius Action Projects. The case may also need to be raised with the Multi-Agency Safeguarding Hub (MASH). Details can be found at <https://www.oxfordshire.gov.uk/cms/content/multi-agency-safeguarding-hub>.

## 2.6 Transfer of Ownership

- If the Provider, or Legal Entity of the Provider, for any site on the Dynamic APL changes during the Call-off contract period, the Provider is required to give at least 3 months written notice to the Council to enable the relevant procurement and contractual processes to be undertaken prior to the change.

## 3. Applicable Service Standards

### 3.1 Applicable National Standards Delivery

- All Service Providers shall adhere to NICE Clinical Guidelines and Quality Standards, including but not limited to PH52: Needle and Syringe Programmes;
- Where applicable to the Service Provider Staff delivering this contract must conform to the GPhC Standards for Pharmacy Professionals.

### 3.2 Criteria for Operating the Service

- The Service Provider should have a private consultation room for delivery of this contract;
- The Service Provider must display the National Needle Exchange Logo in their window, to indicate that they are operating a needle exchange scheme, subject to availability;
- Identify a Lead Staff member with responsibility for delivering this service;
- The Lead Staff member should have successfully completed the learning pack 'Substance use and misuse' CPPE 2010 or RCGP Part One 'Certificate in the Management of Drug Misuse' (or equivalent as approved by the Council). **Competence against this training must be reconfirmed at least every 3 years;**
- Notify the Council where the Lead Staff member changes and send a copy of the new Lead Staff member qualifications for delivery of this service (i.e. RCGP Part 1 or CPPE);
- A locum will not be expected to have completed the above training unless they are employed for a period of four consecutive weeks or longer. However, information for providing the Service must be easily available for locums, to ensure continuity of the Service;

- Demonstrate that key Staff have undertaken continuous Professional Development relevant to this service. At least one member of staff must attend the Oxfordshire Pharmacy Training per financial year, currently provided by Turning Point;
- The Lead Staff member must ensure that training is cascaded to ensure that all staff have sufficient training to be able to support this Service;
- Have in place a Standard Operating Procedure (SOP) specific to the individual premises;
- Participate in identified local and/or national projects or pilots concerning safer injecting and harm reduction;
- Ensure that there is sufficient storage available to hold at least 1 weeks' supply of each SWOP pack type and kits;
- In addition to these criteria the Council recommend that all Pharmacy Staff have Hepatitis B vaccinations and will reimburse the costs of these prescriptions and GP administration fees where required.

## 5. Data Requirements

### 5.1 DATA Entry

The Service Provider shall:

- Ensure completion of the Council minimum data set for each transaction, which will be completed each quarter
- Input transaction data onto the web-based system provided by the Commissioners (currently PharmOutcomes) within 28 days of the month in which the transaction occurred.

Payments will be made according to the number of transactions made each month, and as such the data entered onto this system will determine the level of payment to each provider. Data will be collected 28 days after the quarter end for calculation of payments, so all data for the quarter must be entered onto this system by this date. There will be no late payment made for data entered after this date.

The information required for each service user may be developed to reflect the Council's contract monitoring requirements.

## **Schedule 2 – Finance (Lot 3)**

Payment for delivery of services under this contract shall be £2.30 per transaction.

One transaction is defined as providing one individual with one or more needle exchange SWOP packs or items and where applicable the return by that individual of their needle exchange waste.

- Payments will be made quarterly in arrears, on receipt of data collected on the Councils data system, currently PharmOutcomes;
- Data will be collected from the system 28 days after the quarter end. Payments will be calculated based on the number of transactions completed within that period. All data for the quarter must be entered onto this system by this date. There will be no late payment made for data entered after this date;
- Any queries regarding payments should be taken up with the Council's Public Health team.

In addition to the payment per Service User per quarter, the Council may at its discretion offer Service Providers the opportunity to periodically access: (i) training grants of £500 for attending Council agreed sessions, up to a maximum of once a year; or (ii) training grants of £1,500 where the Service Provider completes the RCGP Part 2 Certificate in the Management of Drug Misuse, a maximum of once per Service Provider per three-year period.

Payments will be made following confirmation of attendance at the prior agreed training session.

The Council may pay, on prior written agreement and in receipt of proof of purchase, for Hepatitis B vaccinations, for staff directly delivering this service, and will reimburse the costs of these prescriptions and GP administration fees following receipt of an invoice.

### **Schedule 3 – Monitoring/Review (Lot 3)**

1. The Service Provider shall:
  - Participate in Council organised audits of the Service
  - Participate in National audits as required
  - Participate in locally agreed Council assessments of Service User experience
  - Demonstrate key Staff have undertaken CPD relevant to this Service
  - Respond to the Council's annual Monitoring Self-Assessment of the service standards
  
2. The Service Provider will meet with the Council to review performance (if required). If the Council finds in the course of the activities listed above that the Service Provider is failing to meet the Standards required as set out in Schedule 1 (the Specification) the Council will require the Service Provider to develop a Remedial Action Plan. The Council will agree the Remedial Action Plan with the Service Provider and monitor the Service Provider's performance against this Plan.

## Schedule 4 - Safeguarding (All Lots)

### GENERAL

- 1 The Service Provider shall ensure the highest standards of protection for vulnerable people and adhere to such standards throughout the DAPL Agreement Period and, in particular, during the period of any Call Off Contract entered into under the DAPL Agreement.
- 2 The Service Provider is responsible for the quality and safety of provision of the Services.
- 3 The Service Provider shall meet the Council's three fundamental requirements for effective safeguarding in the delivery of health and social care:
  - prevention through the delivery of high-quality care;
  - provision of an effective response where harm or abuse occurs; and
  - continuous organisational learning & improvement.
- 4 The Service Provider shall identify a nominated Safeguarding Lead Officer(s) (children and vulnerable adults as appropriate) with responsibility for:
  - development of safeguarding within the Service Provider's organisation;
  - responding to safeguarding related queries from the Council;
  - completing and submitting an annual position statement to the Council by the end of April in each year, to include declaration of:
    - 'Safeguarding Service Assessment' (Section 11 Safeguarding Self-Assessment Audit tools (Oxfordshire Safeguarding Children's Board (OSCB) and Oxfordshire Safeguarding Adults Board (OSAB) Tools where appropriate), as provided by the Council);
    - Staff training position statement in relation to Safeguarding (including level and type of safeguarding training for each Staff group); and
    - A Safeguarding Improvement Plan for the coming 12 months;
  - Identifying a nominated Safeguarding Manager(s) responsible for:
    - Coordinating the Service Provider's response to concerns of abuse, neglect or exploitation where they arise within the provision of the Services in accordance with local procedures; to include ensuring that all concerns are followed up and result in an outcome for the individual; and
    - Information sharing with other agencies for the purposes of preventing crime and preventing harm to people who use the Services.
- 5 The Service Provider shall keep the Council informed of who the Safeguarding Lead Officer(s) and Safeguarding Manager are, for both adults and young people, at all times.



## **PREVENTION THROUGH THE DELIVERY OF HIGH-QUALITY CARE**

### **Delivery**

- 6 The Service Provider shall ensure that Staff provide safe high-quality care. This includes:
- conducting rigorous recruitment processes and compliance with the Safeguarding Vulnerable Groups Act 2006;
  - conducting rigorous processes for monitoring the delivery of care and support, and the experience of people who use the Services;
  - ensuring that all Staff have an underpinning understanding and commitment to:
    - Dignity in Care ([www.dignityincare.org.uk](http://www.dignityincare.org.uk));
    - health and safety;
    - Infection control;
    - The prevention of abuse and neglect of children;
    - Protection of vulnerable adults; and
    - Compliance with local safeguarding procedures
    - Compliance with the Mental Capacity Act 2005.
- 7 The Service Provider will identify and mitigate any foreseeable risks associated with the care/support provided to each person and ensure that the Council is informed as appropriate.
- 8 The Service Provider will, as far as it is able, provide consistency and continuity of care and support through, for example:
- Mitigating any foreseeable risks associated with the breakdown or non-delivery of care due to, for example, missed visits, weather, illness etc.; and
  - Maintaining continuity of care staff wherever possible.

## **SAFEGUARDING QUALITY AND PERFORMANCE INDICATORS (QPI)**

- 9 **QPI 1:** All Staff shall have the level of training as stated below. An annual training audit shall be undertaken by the Service Provider and submitted to the Council by 31st May of each year, alongside an action plan to remedy any defects

<b>Training Level – Adults</b>
<b>Level 1</b> Basic Introduction to Adult Safeguarding (E-Learning) This is appropriate for all staff as part of a mandatory training package. This should be a quality assured and/or accredited course, OSAB e-learning training or equivalent
<b>Level 2</b> Frontline Worker (face to face training) This is the level expected for all front-line practitioners that have direct contact with service users. This should be a quality assured and/or accredited course, OSAB e-learning training or equivalent
<b>Level 3</b> Manager/Professional (face to face training)

<p>This is the level expected for all front-line practitioners that have direct contact with service users in high risk services or who are Safeguarding leads within their service. This should be a quality assured and/or accredited course OSAB e-learning training or equivalent</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<p><b>Training Level – Children</b></p>
<p><b>Level 1 Generalist Safeguarding Training</b>  This is for professionals who work with children, young people and/or their families more than 3 days per month, (on average). This should be a quality assured and/or accredited course, OSCB e-learning training or equivalent</p>
<p><b>Level 2 Advanced Safeguarding Course</b>  Generalist level training must have been completed before attendance at advanced training. The Advanced Safeguarding Training is for staff members who regularly work with any children and young people on a one-to-one basis.</p>
<p><b>Level 3 Designated Safeguarding Lead Course</b>  Generalist level training must have been completed before attendance at the Designated Safeguarding Lead Training.  For those with leadership or management responsibilities for safeguarding children and young people within their role and/or are the named lead or designated professional for their organisation or setting. It is designed to promote a positive culture of safeguarding and to uphold an appropriate safe multi agency partnership working practice.</p>

- 10 **QPI 2:** As detailed in paragraph 4 above, the OSCB Safeguarding Section 11 self-assessment audit shall be completed and submitted by the Service Provider to the Council and the appropriate safeguarding boards alongside an action plan to remedy any defects. This will be reviewed at scheduled contract management meetings.
- 11 **QPI 3:** All Staff must be trained and comply with the Service Provider's Safeguarding Escalation policy, that must detail the process to be followed in the event of a concern being raised about the safety of a child or vulnerable adult. The Service Provider must undertake an annual audit on the effectiveness of their escalation process and submit this audit to the Council no later than 31<sup>st</sup> October of each year, alongside an action plan to remedy any defects. This will be reviewed at scheduled contract management meetings.
- 12 **QPI 4:** The Service Provider shall conduct a case file audit on the quality and effectiveness of safeguarding assessments and any resulting actions annually and submit to the Council no later than 31<sup>st</sup> October of each year, alongside an action plan to remedy any defects. This will be reviewed at scheduled contract management meetings.
- 13 **QPI 5:** Safeguarding updates shall be provided by the Service Provider to the Council at each contract monitoring meeting, in accordance with the Monitoring/Review Schedule (Schedule 3).

- 14 **QPI 6:** An audit of Staff supervision against the Service Provider's Supervision policy must be undertaken by the Service Provider annually and submitted to the Council no later than 31<sup>st</sup> October of each year, alongside an action plan to remedy any defects.
- 15 **QPI 7:** Where safeguarding assessments are required, the Service Provider shall use a standardised evidence-based pro-forma that incorporates an assessment of neglect, abuse and exploitation. An audit of the safeguarding assessment must be undertaken by the Service Provider annually and submitted to the Council no later than 31<sup>st</sup> October of each year, alongside an action plan to remedy any defects.
- 17 **Disclosure and Barring Service (DBS) CHECKS**  
The Service Provider shall ensure that all new members of Staff have received the appropriate DBS Check prior to starting employment with the Service Provider.

### **EFFECTIVE RESPONSE WHERE HARM OR ABUSE OCCURS**

- 18 The Service Provider shall ensure that:  
It is aware of the principles and standards contained within the Oxfordshire Safeguarding Children's Procedures; and  
<http://www.oscb.org.uk/wps/wcm/connect/occ/OSCB/Home/>  
  
Guidance for professionals safeguarding sexually active young people under the age of 18 including those at risk of sexual exploitation in Oxfordshire  
[http://oxfordshirechildcare.proceduresonline.com/pdfs/working\\_with\\_sexually\\_active\\_yp.pdf](http://oxfordshirechildcare.proceduresonline.com/pdfs/working_with_sexually_active_yp.pdf)  
  
It is aware of the principles and standards contained within the Oxfordshire Safeguarding Adult Procedures  
<http://www.safefromharm.org.uk/wps/wcm/connect/occ/Safe+From+Harm/Home/>  
It shall ensure that it adopts these throughout its organisation as part of its normal operating practice.
- 19 In the area of recognising and responding to the abuse, exploitation or neglect of service users, the Service Provider shall ensure that:
- All Staff are competent in recognising and responding to the abuse, neglect and/or exploitation of service users who have been abused by someone outside the Services;
  - All Staff recognise and respond to signs and indicators of abuse, neglect and/or exploitation in accordance with local children and vulnerable adults safeguarding procedures;
  - All Staff meet competencies set out by the Service Provider
  - It identifies nominated Safeguarding Lead Officer(s) with responsibility for coordinating the agency's response to concerns of abuse, neglect and/or exploitation where they arise within the service e.g. a member of Staff, in accordance with local children safeguarding procedures.

- All Staff know what to do where abuse, neglect and/or exploitation of a child or adult at risk is suspected by someone who is not delivering the Services.

### “Whistleblowing”

- 20 The Service Provider shall ensure that all Staff are aware of “whistleblowing” procedures and are aware of legal safeguards in accordance with the Public Interest Disclosure Act 2003 ([www.pcaw.co.uk](http://www.pcaw.co.uk)).

### **CONTINUOUS ORGANISATIONAL LEARNING & IMPROVEMENT**

- 21 The Service Provider shall ensure that effective systems and processes are in place to promote continuous organisational learning & improvement.
- 22 The Service Provider shall regularly gather information about people’s experience of the Services and utilise this information to improve service provision.
- 23 The Service Provider shall operate effective and accessible comments and complaints processes to include ensuring that all people using the service and/or their family/representatives:
- Know how and feel able to make comments and/or complaints about the Services without fear of retribution;
  - Feel that their concerns are taken seriously and acted on appropriately; and
  - Know where to go if they are experiencing abuse or neglect;

The Service Provider shall demonstrate how learning from comments and complaints has resulted in improvements to the Services.

### **CORE OPERATIONAL REQUIREMENTS FOR TARGETTED INTERVENTIONS**

- 25 The Service Provider shall ensure that, where there is a concern about a vulnerable adult, a safeguarding assessment is conducted as part of their core assessment. This will be updated regularly depending on the changing circumstances of the individual.
- 26 The Service Provider shall ensure that, where they access the service, all children and young people will have a specific safeguarding children assessment as part of their core assessment. This will be updated regularly depending on the changing circumstances of the individual.
- 27 The Service Provider shall ensure that in targeted services such as sexual health and substance misuse services assessments include questions about abuse, neglect and child sexual exploitation with all children and young people who engage with the service.

- 28 The Service Provider shall ensure regular attendance at all child or adult protection case conferences where their attendance has been requested by the local safeguarding panel.
- 29 The Service Provider Safeguarding Manager shall monitor staff attendance at child or adult protection case conferences and report to the Council when requested.
- 30 The Service Provider shall provide a named person to act as a single point of contact to all joint work with Children and Adults Social Care.
- 31 The Service Provider shall ensure that subject to requirements of any relevant Enactments (including but not limited to the Data Protection Act 1998, General Data Protection Regulations (GDPR) and the National Health Service (Venereal Diseases) Regulations 1974) all information is shared and referrals made to Children and Adults Social Care when appropriate.
- 32 The Service Provider shall undertake their own annual internal audit of Safeguarding best practice and inform the Council of the outcome as well as any resulting plans and actions

#### Individualisation

- 33 The Service Provider shall deliver care that is in accordance with the individual wishes and needs of each person and promotes their individuality and independence and shall:
  - Ensure that all Staff are enabled to meet the needs of each person for whom they provide Services in a manner that respects the individual's dignity;
  - Enable the person to maintain the maximum possible level of independence, choice and control;
  - Actively listen and support people to express their needs and wants;
  - Respect the person's right to privacy and a family life; and
  - Work in partnership with the person, their families and local communities to alleviate loneliness and isolation.

#### Partnership

- 34 The Service Provider will work in partnership with the service user, their family, local communities, health and other agencies to retain and regain independence.

## Schedule 5 - Information Governance (All Lots)

The definitions given in the Particulars apply.

### 1. Purpose

- 1 This schedule sets out the framework for the sharing of Personal Data when one Data Controller discloses personal data to another Data Controller. It defines the principles and procedures that the parties shall adhere to and the responsibilities the parties owe to each other.
- 1.1 The parties consider this data sharing initiative necessary to enable the effective delivery and monitoring of the Services for the benefit of the Service Users.
- 1.3 The parties agree to only process Shared Personal Data for the following purposes:
  - 1.3.1 to facilitate the effective delivery of Services by the Service Provider to Service Users;
  - 1.3.2 to facilitate the effective continued delivery of services the same as or similar to the Services by the Council or a replacement service provider to Service Users at termination or expiry of the Call-off Contract;
  - 1.3.3 to allow the Council to monitor the Service Provider's delivery of Services to Service Users or reconcile payment information; and
  - 1.3.4 Compliance with record-keeping legislation.

The parties shall not process Shared Personal Data in a way that is incompatible with the purposes described in this clause ("**Agreed Purposes**").

- 1.4 Each party shall appoint a single point of contact ("**SPoC**") who will work together to reach an agreement with regards to any issues arising from the data sharing and to actively improve the effectiveness of the data sharing initiative. The points of contact for each of the parties are set out at clause 9.

### 2. Shared Personal Data

- 2.1 The Shared Personal Data must not be irrelevant or excessive with regard to the Agreed Purposes.
- 2.2 Each party shall ensure that it processes the Shared Personal Data fairly and lawfully in accordance with clause 2.3 during the Call-off Contract Period.
- 2.3 Each party shall ensure that it has legitimate grounds under the Data Protection Legislation for the processing of Shared Personal Data.
- 2.4 The Service Provider shall ensure that Data Subjects are provided at first point of contact with a Privacy Notice and where Processing is based on consent of Data Subjects, ensure that such consent is obtained before any Processing commences.
  - 2.4.3 The Service Provider shall ensure that such privacy notices are clear and provide sufficient information to Data Subjects in order for them to understand

who will be acting as a Data Controller and what of their Personal Data is being shared between the parties, the circumstances in which it will be shared, the purposes for the data sharing and either the identity with whom the data is shared or a description of the type of organisation that will receive the Personal Data, as well as how Data Subjects can make a Data Subject Request. This includes giving notice that, on the termination of this Call-off Contract, Personal Data relating to them may be retained by or, as the case may be, transferred to one or more of the permitted recipients, their successors or assignees.

- 2.6 The Service Provider shall not Process or otherwise transfer any shared Personal Data relating to the Services in or to any country outside the European Economic Area unless the prior written consent of the Council has been obtained.

### **3. Data subjects' rights**

- 3.1 Each party agrees to provide such assistance as is reasonably required to enable the other party to comply with requests from Data Subjects to exercise their rights under the Data Protection Legislation within the time limits imposed by the Data Protection Legislation.
- 3.2 The SPoC for each party is responsible for maintaining a record of individual requests for information, the decisions made and any information that was exchanged. Records must include copies of the request for information, details of the data accessed and shared and where relevant, notes of any meeting, correspondence or phone calls relating to the request. The SPoC for each party are detailed in clause 9.

### **4. Data retention and deletion**

- 4.1 The parties shall not retain or process Shared Personal Data for longer than is necessary to carry out the Agreed Purposes.
- 4.2 Notwithstanding clause 4.1, parties shall continue to retain copies of Shared Personal Data in accordance with any statutory or professional retention periods applicable to their activities.
- 4.3 Subject to clause 4.2 the Service Provider shall ensure that any Shared Personal Data are promptly transferred to the Council or a replacement service provider where Services continue to be delivered to Service Users (or otherwise securely deleted) in the following circumstances:
- (a) on termination or expiry of the Call-off Contract;
  - (b) once processing of the Shared Personal Data is no longer necessary.
- 4.4 Following the deletion of Shared Personal Data in accordance with clause 4.3, the Service Provider shall notify the Council that the Shared Personal Data in question has been securely deleted.
- 4.5 Throughout the Call-off Contract Period and where requested in writing by the Council the Service Provider shall share copies of Personal Data with the

Council for the Agreed Purposes and shall not delete such Personal Data except in accordance with the Call-off Contract.

## **5. Security and Training**

5.1 The parties undertake to have in place throughout the Call-off Contract Period appropriate technical and organisational security measures to:

- (a) prevent:
  - (i) unauthorised or unlawful processing of the Shared Personal Data; and
  - (ii) the accidental loss or destruction of, or damage to, the Shared Personal Data
- (b) ensure a level of security appropriate to:
  - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
  - (ii) the nature of the Shared Personal Data to be protected.

5.2 The Service Provider shall take reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that:

- a) all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with all the Service Provider's obligations with respect to Personal Data, including the confidentiality undertakings under the terms of this Call-off Contract;
- b) staff are subject to appropriate confidentiality undertakings with the Service Provider or any subcontractor used by the Service Provider in delivering the Service;
- c) none of their Staff publish, disclose or divulge any of the Personal Data to any third party unless agreed in writing by the parties or otherwise permitted under this Call-off Contract; and
- d) staff have undergone adequate training in the use, care, protection and handling of Personal Data.

## **6. Data Loss Events**

6.1 The Service Provider shall notify the Council immediately if it becomes aware of a Data Loss Event or if it receives:

- a) a Data Subject Request concerning any aspect of the processing or handling of that person's Personal Data;
- b) a request to rectify, block or erase any Personal Data;
- c) a complaint, request or communication relating to the Council's obligations under the Data Protection Legislation;
- d) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Call-off Contract; or



- e) a request from any third party for disclosure of Personal Data where compliance with such request is required or is purported to be required by any Enactment.
- 6.2 The Service Provider's duty to notify the Council under clause 6.1 shall include the provision of further information to the Council in phases, as details become available.
- 6.3 The Service Provider shall provide the Council with full cooperation and assistance in relation to any complaint or request made in relation to either party's obligations under Data Protection Legislation including by providing:
- a) the Council with full details of the complaint, communication or request;
  - b) such assistance and information as is reasonably requested by the Council to enable the Council to comply with a Data Subject Request within the timescales required by the Council;
  - c) the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council);
  - d) assistance as requested by the Council following any Data Loss Event.
  - e) such assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 6.4 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this schedule.
- 6.5 The Service Provider shall permit the Council or the Council's representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Service Provider's data processing activities (and/or those of its agents, subsidiaries and sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Service Provider is in full compliance with its obligations under this Call-off Contract.

## **7. Warranties and indemnity**

- 7.1 The Service Provider warrants and undertakes that it will:
- 7.1.1 process the Shared Personal Data in compliance with all applicable Data Protection Legislation including without limitation ensuring that it has legitimate grounds for processing Shared Personal Data as Data Controller;
  - 3.1.2 make available upon request to the Data Subjects who are third party beneficiaries a copy of this schedule;

- 7.1.3 respond within a reasonable time and as far as reasonably possible to enquiries from any relevant Regulatory Authority in relation to the Shared Personal Data;
  - 7.1.4 where applicable, maintain registration with all relevant Regulatory Authorities to enable the Service Provider to process all Shared Personal Data for the Agreed Purposes; and
  - 7.1.5 take all appropriate steps to ensure compliance with the security measures set out at clause 5.1 above.
- 7.2 For the avoidance of doubt, the indemnity at Condition 21 in respect of a Default under this schedule applies without limitation to any cost, charge, damages, expense or loss suffered by the Council in relation to any investigation, audit and/or enforcement action undertaken by the Regulatory Authority in relation to the Service Provider's breach of this schedule.

## **8. Policies and Procedures**

- 8.1 The Service Provider must have in place at the Call-off Commencement Date and throughout the Call-off Contract Period:
- a) internal records of its data processing activities;
  - b) policies and procedures for data protection compliance;
  - c) specific Staff training relating to data protection; and
  - d) a documented system for the handling of security incidents and close calls ('near misses')
- 8.2 The Service Provider will co-operate with the monitoring of such obligations on an annual basis and will notify the Council immediately of any data protection issues and security incidents within its organisation.
- 8.3 When delivering the Services, the Service Provider will uphold the highest standards in safeguarding Personal Data, and specifically will:
- a) ensure that information governance/data security is a key component of both the induction and on-going training programmes;
  - b) not allow Staff to use their own personal equipment to store Council Data;
  - c) provide Staff with appropriate means and guidelines for keeping any personal information they are required to store outside of the office securely;
  - d) ensure that equipment holding Personal Data is kept secure;

- e) have procedures in place to ensure immediate reporting to the Council of any security related incidents and to ensure that full and prompt cooperation can be given to the Council in the investigation of such incidents.

### 9. Details of SPoC and Shared Personal Data

Description	Details
SPoC for the Council	Sam Casey-Rerhaye Health Improvement Practitioner, Public Health Directorate. <a href="mailto:Sam.casey-rerhaye@oxfordshire.gov.uk">Sam.casey-rerhaye@oxfordshire.gov.uk</a> 07554103567;
SPoC for the Service Provider	«Name_of_Service_Provider_Representative», «Email_of_Service_Provider_Representative»
Type Personal Data to be shared	Name, Date of Birth, first half of postcode, telephone number
Type of Special Category Personal Data to be shared	Racial or ethnic origin; Data concerning a natural person's mental wellbeing, sex life related to possible pregnancy; drug dispensed and dose
Categories of Data Subject whose Personal Data will be shared	Service Users

## **Schedule 6 - Call-Off Contract Award Procedure (All Lots)**

### **1 General**

- 1.1 This Schedule 6 specifies the procedures that the Council will follow to decide which Dynamic APL Provider shall deliver a Call-Off Contract. The Council may make changes to such procedures from time to time and will notify the Dynamic APL Providers of such changes.
- 1.2 The Council shall be entitled at any time during the Dynamic APL Agreement Period to award a Call-Off Contract. Where appointed by the Council in accordance with this Schedule 6, the Service Provider shall then provide the Services in accordance with the terms of the Call-Off Contract.

### **2 Procedure for Award of a Call-Off Contract**

- 2.1 Each Dynamic APL Provider appointed to the Dynamic APL for a particular Lot will be awarded a Call-Off Contract for the Services comprising such Lot at the time each is appointed to the Dynamic APL in accordance with the process set out in the ITT. For the avoidance of doubt the APL is open to potential service providers throughout the Dynamic APL Agreement Period as set out in Special Condition SC1.3 who may apply to join at any time.
- 2.2 No other Call-Off Contracts will be awarded under this Dynamic APL Agreement.

**Schedule 7 - Form of Call-off Contract (All Lots)**

**DATED                      20**

**OXFORDSHIRE COUNTY COUNCIL**

**- and -**

***[Name of Service Provider]***

**CALL-OFF CONTRACT FOR SERVICES UNDER A DYNAMIC APPROVED  
PROVIDER LIST (DAPL) AGREEMENT  
FOR THE PROVISION OF  
COMMUNITY HEALTH CARE SERVICES**

A Bradley  
Director of Law and Governance  
Oxfordshire County Council  
County Hall  
New Road  
Oxford OX1 1ND  
LS Solicitor Ref: JP/49515

## CONTRACT FORM

**THIS CALL-OFF CONTRACT** is made the        day of                    20

### BETWEEN:

- (1) **Oxfordshire County Council** of County Hall, New Road, Oxford OX1 1ND (the “**Council**”); and
- (2) [***Full Name of Organisation*** (and in the case of a Company, company number) ] whose registered office is at [*Full Address and Post Code/of*] (the “**Service Provider**” or “**Provider**”).

### WHEREAS:

- A The Council wishes to arrange for the provision of certain public health services in the exercise of its powers under Section 12 Health and Social Care Act 2012 and all other enabling powers and the Service Provider wishes to provide such services on the terms set out in this Call-off Contract.
- B This Call-off Contract is a Call-off contract made under the Dynamic APL Agreement (as defined below) and the Council has selected the Service Provider to provide the Services in accordance with the Call-off Contract Award Procedure set out in the Dynamic APL Agreement.

**IT IS AGREED** that this Call-off Contract comprises:

This Contract Form  
The Contract Order Form Details (attached)  
The Appendices (attached)  
The Dynamic APL Agreement

Except as otherwise specified in this Contract Form or where the context otherwise requires, expressions used in this Call-off Contract shall have the meanings as set out in the Dynamic APL Agreement. References to “Conditions” shall be references to the Dynamic APL Conditions of the Dynamic APL Agreement.

In the event and to the extent of any conflict or inconsistency between the Call-off Contract Order Form Details, the Appendices and the Dynamic APL Agreement the following order of priority between them (highest priority to lowest priority) shall apply to the extent that it is necessary to resolve the conflict or inconsistency:

The Call-off Contract Order Form Details  
The Appendices  
The Dynamic APL Agreement

**BY SIGNING THIS CALL-OFF CONTRACT** the Service Provider and the Council are entering into a legally binding contract for the Service Provider to provide to the Council the Services specified in this Call-off Contract on the terms set out in this Call-off Contract.

**AGREED** by the Council and the Service Provider

For and on behalf of the Council:

**SIGNED by [name]**

**Signature**

**Position**

**Date**

For and on behalf of the Service Provider:

**SIGNED by [name]**

**Signature**

**Position**

(and duly authorised signatory)

**Date**

## Contract Order Form Details

### 1. Dynamic APL Agreement Details

The Dynamic APL Agreement is the Dynamic Approved Provider List Agreement for the Provision of Community Health Care Services with a Commencement Date (as defined in the Dynamic APL Agreement as set out below).

<b>Commencement Date of Dynamic APL Agreement</b>	
---------------------------------------------------	--

### 2. Call-off Contract Duration

This Call-off Contract shall commence on the Call-off Commencement Date (as set out below) and shall continue in force for the Call-off Contract Period unless terminated in accordance with this Call-off Contract.

<b>Call-off Commencement Date</b>	
<b>Call-off Contract Period</b>	The period from the Call-Off Commencement Date until 31 <sup>st</sup> March 2026 inclusive (subject to the extension and break options at Conditions 7 and 29 of the Dynamic APL Agreement)

### 3. Contact Details

<b>Council's Contact Email</b>	
<b>Telephone number</b>	
<b>Service Provider Contact Email</b>	
<b>Telephone number</b>	

### 4. Services

<b>Services Required</b>	<i>[Refer to relevant section of Schedule 1 (Specification) of the Dynamic APL Agreement and/or attach a copy of the section as Appendix 1]</i>
--------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------

### 5. Call-off Contract Price

<b>Call-off Contract Price</b>	<i>[Refer to relevant section of Schedule 2 (Finance) of the Dynamic APL Agreement and/or attach a copy of the section as Appendix 2]</i>
--------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------

### 6. Supplemental Provisions

<b>Supplemental Provisions</b>	<i>[Include if required]</i>
--------------------------------	------------------------------



**APPENDIX 1**  
**REQUIRED SERVICES**  
***[DESCRIBE THE REQUIRED SERVICES WITH REFERENCE TO SCHEDULE 1***  
***(SPECIFICATION) OF FRAMEWORK AGREEMENT]***

**APPENDIX 2**  
**CALL-OFF CONTRACT PRICE**  
***[STATE CALL-OFF CONTRACT PRICE]***

## **Schedule 8 – Serious Incident (SI) Reporting Procedure (All Lots)**

**NOTE:** This Schedule is only in relation to the Services commissioned by the Council under this Contract.

### **Council’s Requirements**

#### **Formal Notification**

“Serious Incidents” are defined as those causing (or with the potential to cause) death or serious injury to Service Users, Staff or others. They may also include incidents relating to service premises and those that may cause controversy or result in legal proceedings.

The Council requires the Service Provider to notify the Council’s Contact Officer of Serious Incidents including (but not limited to) the following:

1. Unexpected or avoidable death of one or more Service Users, Staff, visitors or members of the public
2. Serious harm to one or more Service Users, Staff, visitors or members of the public.
3. Any SI relating to a controlled drug incident. These shall also be reported to the Local Controlled Drugs Accountable Officer, as per the Service Provider’s local procedures.
4. Any Never Event as defined in the latest NHS Never Events Policy and Framework.
5. Any incident which is otherwise reportable under the Health and Safety Executive (HSE) RIDDOR or Care Quality Commission (CQC) regulations.
6. A scenario that prevents or threatens to prevent a provider organisations ability to continue to deliver services.
7. Details of any investigations into professional conduct which are under consideration, or referrals to, or investigations by, a professional body regarding conduct, or clinical practice.
8. Details of any criminal investigation or charges being considered against the Service Provider.
9. Details of any situation where the reputation of the Council may be brought into disrepute.
10. Any matter which has or is likely to attract the attention of the media, elected members or Members of Parliament.

#### **The Service Provider shall supply to the Council:**

##### **Early notification of Serious Incidents:**

During the standard working week, (Monday to Friday during working hours) the Service Provider shall notify the Council’s Contact Officer of a potential SI within 2 working days.

Those which may attract considerable and immediate media interest, shall be notified as soon as possible within working hours to Council’s Contact Officer or departmental administration team for appropriate cascade.

The Service Provider shall comply with the Council's arrangements for reporting and investigating SIs as set out below:

1. Any SI shall be reported and investigated in-line with the Service Providers Internal Serious Incident process and Internal procedure.
2. Information Governance SIs shall be reported in accordance with Schedule 5.
3. The Service Provider shall ensure compliance with the reporting requirements of other regulatory bodies regarding the provision of Services. This includes the Health and Safety Executive and Care Quality Commission.
4. The Service Provider will keep the Council informed about the progress of any investigations at each contract meeting.
5. The Final Investigation Report should be available for the Council on request, who will seek assurance that the investigation has been robust, thorough and addresses the causes and recommendations of the incident.
6. It is recognised that a small number of SIs may be declared sometime after an adverse event occurred and therefore it would be unreasonable to expect the timelines to be adhered to. In circumstances such as these SIs must be reported by the Service Provider to the Councils Contact Officer without delay.

### **Incident Closure**

Serious Incidents will have deemed to be closed when the Service Provider has undertaken a satisfactory review of the final investigation and reported closure, through a dedicated review meeting or scheduled contract review meetings.

### **Council Involvement**

The Council reserves the right to be represented on any comprehensive SI investigation panel convened following a SI. Where a SI or multiple SIs raise profound concerns, the Service Provider shall, at the Council's request, implement an external review.

### **Performance and Information Management**

SIs and individual reports will be discussed at a dedicated review meeting or scheduled contract review meetings between the Service Provider and the Council as and when required.

The Council shall have complete discretion to use the information provided by the Service Provider under this Schedule in any report which it makes to any appropriate regulatory or official body about any Serious Incidents. The Council shall, in each case, notify the Service Provider of the information to be disclosed and the body to which it will disclose.