

PUBLIC HEALTH SUFFOLK PRIMARY CARE SERVICES CONTRACT

CONTRACT FOR THE PROVISION OF PUBLIC HEALTH SERVICES

PARTIES

- (1) Suffolk County Council of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (the **Authority**); and
- (2) *[insert name of Provider]* of *[insert address]* (the **Provider**).

A.1 REPRESENTATIVES & NOTICES

A1.1 The person set out below is authorised from the Commencement Date to act on behalf of the Authority on all matters relating to this Contract (the 'Authority Representative').

Name: Julissa Aitkens
Title: Primary Care & Contract Performance Manager
Contact Details: julissa.aitkens@suffolk.gov.uk

A1.2 The person set out below is authorised from the Commencement Date to act on behalf of the Provider on all matters relating to this Contract (the 'Provider Representative').

Name: *[insert name]*
Title: *[insert title]*
Contact Details: *[insert]*
Email Address: *[insert]*

A1.3 The Provider may replace the Provider Representative and the Authority may replace the Authority Representative at any time by giving written notice to the other Party.

A.2 NOTICES

A2.1 Notices given under this Contract shall be in writing (letter and/or email) and via Pharmoutcomes.

A2.2 Notices:

- a) Via Pharmoutcomes shall be effective upon identification of 'read' and 'action' on the Pharmoutcomes system; by post and correctly addressed shall be effective upon the earlier of actual receipt, or 5 Business Days after mailing; or
- b) by hand shall be effective upon delivery.

A.3 ENTIRE CONTRACT

A3.1 This Contract shall take effect on the date it is executed by or on behalf of the Parties (the 'Commencement Date').

A3.2 The Provider shall, subject to having satisfied the Conditions Precedent where applicable, provide the Services from 1st April 2021 (the 'Service Commencement Date').

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- A3.3 This Contract shall expire automatically on 31st March 2022 (the 'Expiry Date'), unless it is extended or terminated earlier in accordance with the provisions of this Contract.
- A3.4 The Authority may extend the term of this Contract by a further period of up to 1 year (the Extension Period). If the Authority wishes to extend this Contract, it shall give the Provider at least 3 months' written notice of such intention before the Expiry Date set out in clause A3 (Commencement and Duration).
- A3.5 If the Authority gives such notice, the Expiry Date will be extended by the period set out in the notice.

A.4 COUNTERPARTS

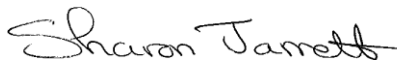
This Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

IN WITNESS WHEREOF the Parties have signed this Contract on the date shown below

**SIGNED by Sharon Jarrett
Head of Health Improvement**

**for and on behalf of
the AUTHORITY**

Signature



SIGNED by [Insert Authorised Signatory's Name]

**for and on behalf of
the PROVIDER**

.....
Signature

.....
Title

.....
Date

Please sign for each service or service combination option you wish to provide:-

Service	Signature	Print Name
Health Checks		
Sexual Health		
Option 1 - Chlamydia Screening only		

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Option 2 – Emergency Hormone Contraception (EHC) only		
Option 3 – Chlamydia Treatment only		
Option 4 – Chlamydia Screening & EHC		
Option 5 – Chlamydia Screening and Chlamydia Treatment		
Option 6 - EHC and Chlamydia Treatment		
Option 7 - Chlamydia screening, EHC and Chlamydia Treatment		

PLEASE NOTE: YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS CONTRACT SHOULD BE CONFIRMED VIA THE PHARMOUTCOMES SYSTEM BY WEDNESDAY 30TH JUNE 2022. PAYMENT CLAIMS AFTER THIS DATE WILL NOT BE PAID IN THE ABSENCE OF CONFIRMATION OF YOUR AGREEMENT

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SECTION A: THE PARTICULARS

This Contract is made on 1st April 2021

PARTIES

- (1) Suffolk County Council of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (the **Authority**); and
- (2) *[insert name of Provider]* of *[insert address]* (the **Provider**).

BACKGROUND

- (A) The Authority must exercise a number of health service functions set out in section 2B of the NHS Act 2006 and the Local Authorities (Public Health Functions and Entry to Premises by Local Healthwatch Representatives) Regulations. In order to satisfy these obligations the Authority wishes to secure the provision of the Services and the Provider wishes to provide the Services.
- (B) The Parties have agreed for the Provider to provide the Services in accordance with the terms and conditions of this Contract.

IT IS AGREED

A.1. CONTRACT

A1.1 This Contract is comprised of:

- a) these Particulars (Section A);
- b) the General Terms and Conditions (the 'General Conditions') in (**Section B**); and
- c) the Special Terms and Conditions (the 'Special Conditions') in (Section C), where any such terms have been agreed,

as completed and agreed by the Parties and as varied from time to time in accordance with clause A.B22 (*Variations*) of the General Conditions.

A.2. INTERPRETATION

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

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

- a) Section C;
- b) Section B; and
- c) Section A and AA.

A.3. COMMENCEMENT AND DURATION

A3.1 This Contract shall take effect on the date it is executed by or on behalf of the Parties (the 'Commencement Date').

A3.2 The Provider shall, subject to having satisfied the Conditions Precedent where applicable, provide the Services from 1st April 2021 (the 'Service Commencement Date').

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- A3.3 This Contract shall expire automatically on 31st March 2022 (the 'Expiry Date'), unless it is extended or terminated earlier in accordance with the provisions of this Contract.

SECTION B: GENERAL TERMS AND CONDITIONS

B1. SERVICES

- B1.1. The Provider shall provide the Services in accordance with the Service Specification(s) including any service limitations set out in them, and in accordance with the provisions of this Contract.

B2. WITHHOLDING AND/OR DISCONTINUATION OF SERVICE

- B2.1. Except where required by the Law, the Provider shall not be required to provide or to continue to provide Services to any Service User:

- a) who in the reasonable professional opinion of the Provider is unsuitable to receive the relevant Service, for as long as such unsuitability remains;
- b) who displays abusive, violent or threatening behaviour unacceptable to the Provider (acting reasonably and taking into account the mental health of that Service User);
- c) in that Service User's domiciliary care setting or circumstances (as applicable) where that environment poses a level of risk to the Staff engaged in the delivery of the relevant Service that the Provider reasonably considers to be unacceptable; or
- d) where expressly instructed not to do so by an emergency service provider who has authority to give such instruction, for so long as that instruction applies.

- B2.2. If the Provider proposes not to provide or to stop providing a Service to any Service User under clause B2.1:

- a) where reasonably possible, the Provider must explain to the Service User, taking into account any communication or language needs, the action that it is taking, when that action takes effect, and the reasons for it (confirming that explanation in writing within 2 Business Days);
- b) the Provider must tell the Service User of the right to challenge the Provider's decision through the Provider's complaints procedure and how to do so including how to obtain further advice from Healthwatch Suffolk (<https://healthwatchesuffolk.co.uk/>);
- c) the Provider must inform the Authority in writing without delay and wherever possible in advance of taking such action;

provided that nothing in this clause B2.2 entitles the Provider not to provide or to stop providing the Services where to do so would be contrary to the Law.

B3. SERVICE QUALITY

- B3.1. The Provider must carry out the Services in accordance with the Law and Good Clinical Practice and must, unless otherwise agreed (subject to the Law) with the Authority in writing:

- a) comply, where applicable, with the registration and regulatory compliance guidance of CQC and any other Regulatory Body;
- b) respond, where applicable, to all requirements and enforcement actions issued from time to time by CQC or any other Regulatory Body;
- c) consider and respond to the recommendations arising from any audit, death, Serious Incident report or Patient Safety Incident report;

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- d) comply with the recommendations issued from time to time by a Competent Body;
- e) comply with the recommendations from time to time contained in guidance and appraisals issued by NICE;
- f) respond to any reports and recommendations made by Local HealthWatch;

B4. SERVICE USER INVOLVEMENT

- B4.1. The Provider shall engage, liaise and communicate with Service Users, their Carers and Legal Guardians in an open and clear manner in accordance with the Law, Good Clinical Practice and their human rights.

B5. EQUITY OF ACCESS, EQUALITY AND NO DISCRIMINATION

- B5.1. The Provider must not, and must procure that any Sub-Contractor does not, discriminate between or against Service Users, carers, parents, Legal Guardian or Staff, on the grounds of, without limitation:

- a) age;
- b) disability;
- c) gender reassignment;
- d) marriage or civil partnership;
- e) pregnancy or maternity;
- f) race;
- g) religion or belief;
- h) sex;
- i) sexual orientation;
- j) Trade union membership or activity, responsibility for dependants, where the person has sole or substantial responsibility for familial or non-familial dependents;
- k) rurality;
- l) or any other non-medical characteristics except as permitted by the Law.

- B5.2. The Provider must provide appropriate assistance and make reasonable adjustments for Service Users, who do not speak, read or write English or who have communication difficulties (including without limitation hearing, oral or learning impairments).

- B5.3. In performing this Contract, the Provider must comply with the Equality Act 2010 and have due regard to the obligations contemplated by section 149 of the Equality Act 2010 to:

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

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

- B5.4. As soon as reasonably practicable following any reasonable request from the Authority, the Provider must provide the Authority with a plan detailing how it will comply with its obligations under clause B5.3.

- B5.5. The Provider must provide to the Authority as soon as reasonably practicable, any information that the Authority reasonably requires to:

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

B5.6. The Provider must take all reasonable steps to ensure that Service Users affected by rural isolation or social deprivation, are not unduly discriminated against in terms of accessibility to the full range of Services.

B5.7. The Provider must take account of the spiritual, religious, pastoral and cultural needs of Service Users.

B6. MANAGING ACTIVITY

B6.1. The Provider must manage Activity in accordance with any activity planning assumptions and any caseloads set out in a Service Specification and must comply with all reasonable requests of the Authority to assist it with understanding and managing the levels of Activity for the Services.

B7. STAFF

B7.1 Subject to the requirements of this Contract and any Law, the Provider shall be entirely responsible for the employment and conditions of service of Staff. The Provider shall ensure that such conditions of employment are consistent with its obligations under this Contract.

B7.2 The Provider will employ sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Provider providing a sufficient reserve of trained and competent Staff to provide the Services during Staff holidays or absence.

B7.3 The Provider shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services.

B7.4 The Provider shall ensure that all Staff are aware of, and at all times comply with, the Policies.

B7.5 The Provider shall:

- a) employ only those Staff who are careful, skilled and experienced in the duties required of them;
- b) ensure that every member of Staff is properly and sufficiently trained and instructed;
- c) ensure all Staff have the qualifications to carry out their duties;
- d) maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Staff; and
- e) ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health and Social Care or any relevant regulatory body or any industry body in relation to such Staff.

B7.6 The Provider shall not deploy in the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority's staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Authority.

B7.6 The Provider shall ensure that all potential Staff or persons performing any of the Services during the Term who may reasonably be expected in the course of performing any of the Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:

- a) are questioned concerning their Convictions; and

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- b) obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.
- B7.7 The Provider shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Provider's cost and expense.
- B7.8 The Provider shall ensure that no person is employed or otherwise engaged in the provision of the Services without the Authority's prior written consent if:
- a) the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause B7.7 b);
 - b) the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause B7.7 b); or
 - c) the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause B7.7b)
- B7.9 In addition to the requirements of Clause B7.7 to Clause B7.9, where the Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Provider:
- a) warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
 - b) warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
 - c) shall ensure that no person is employed or otherwise engaged in the provision of the Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.
- B7.10 The Provider shall ensure that the Authority is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff receives a Conviction or whose previous Convictions become known to the Provider or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person. The Provider shall only be entitled to continue to engage or employ such member of Staff with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Provider shall remove such member of Staff from the provision of the Services forthwith.
- B7.11 The Provider shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause B7.7 to Clause B7.11 have been met.
- B7.12 The Authority may at any time request that the Provider remove and replace any member of Staff from the provision of the Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Provider the Authority's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding patient or service user safety.

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B8. CHARGES AND PAYMENT

- B8.1. Subject to any provision of this Contract to the contrary (including without limitation those relating to withholding and/or retention), in consideration for the provision of the Services in accordance with the terms of this Contract, the Authority shall pay the Provider the Charges.
- B8.2. The Charges and payment terms shall be set out in the Appendices for each individual Service element.
- B8.3. The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
- B8.4. In its performance of this Contract the Provider shall not provide or offer to a Service User any clinical or medical services for which any charges would be payable by the Service User (other than in accordance with this Contract, the Law and/or Guidance).
- B8.5. If a Party, acting in good faith, contests all or any part of any payment calculated in accordance with this clause B8:
- a) the contesting Party shall within 5 Business Days notify the other Party, setting out in reasonable detail the reasons for contesting the requested payment, and in particular identifying which elements are contested and which are not contested;
 - b) any uncontested amount shall be paid in accordance with this Contract.
- B8.6. If a Party contests a payment under clause B8.5 and the Parties have not resolved the matter within 20 Business Days of the date of notification under clause B8.5, the contesting Party may refer the matter to dispute resolution under clause B31 and following the resolution of any dispute referred to dispute resolution, where applicable the relevant party shall pay any amount agreed or determined to be payable in accordance with the appropriate Appendix Specification.
- B8.7. Subject to any express provision of this Contract to the contrary each Party shall be entitled, without prejudice to any other right or remedy it has under this Contract, to receive interest at the Default Interest Rate on any payment not made from the day after the date on which payment was due up to and including the date of payment.
- B8.8. Each Party may retain or set off any sums owed to the other Party which have fallen due and payable against any sum due to the other Party under this Contract or any other agreement between the Parties.

B9. SERVICE IMPROVEMENTS AND BEST VALUE DUTY

- B9.1. The Provider must, to the extent reasonably practicable co-operate with and assist the Authority in fulfilling its Best Value Duty.
- B9.2. During the term of this Contract at the reasonable request of the Authority, the Provider must:
- a) demonstrate how it is going to secure continuous improvement in the way in which the Services are delivered having regard to a combination of economy, efficiency and effectiveness and the Parties may agree a continuous improvement plan for this purpose;
 - b) implement such improvements; and
 - c) where practicable following implementation of such improvements decrease the price to be paid by the Authority for the Services.

B10. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS

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- B10.1. The Provider acknowledges that the Authority has legal responsibilities under the Safeguarding Vulnerable Group Act 2006 (the “SVG Act (as amended)”) (as amended under the Protection of Freedoms Act 2012) and in providing the Services under this Contract, the Provider warrants that it will comply with all requirements under the SVG Act (as amended) and all other relevant legislation in relation to safeguarding vulnerable group.
- B10.2. In addition to Clause B10.1 the Provider warrants that it will comply with the Authority’s Adult and Child Safeguarding procedures in relation to this Clause B10 details of which are available on the Authority Website [Report abuse of an adult | Suffolk County Council](#) and [Keeping children safe | Suffolk County Council](#) as may be amended from time to time and notified to the Provider.
- B10.3. The Provider shall give reasonable assistance to the Authority to comply with the SVG Act (as amended) and shall not do any act either knowingly or recklessly that would cause the Authority to be in breach of the SVG Act (as amended).
- B10.4. Pursuant to Clause B10.1 the Provider shall nominate and name a designated senior officer or manager and make arrangements during the provision of the Services under this Contract to ensure that it complies with the provisions of the SVG Act (as amended).
- B10.5. The designated senior officer or manager shall comply with the provisions of “working together” for safeguarding children, young people and adults in dealing with allegation of abuse made against the Provider’s employee who work with children, young people and adults.
- B10.6. The Authority reserves the right to visit the Provider’s organisation to audit, inspect and monitor the Provider’s compliance with this Clause.

B11. CONSENT OF NAMED EMPLOYEES

- B11.1. The Provider shall obtain the consent of all Named Employees employed to work on this Contract to enable the Authority to carry out all necessary checks under this Clause and Clauses B7, B10 and B12 and for the avoidance of doubt such consent shall be sought from the Provider’s Named Employees prior to their commencement of work on the Contract.

B12. SUB-CONTRACTORS

- B12.1. In the event that the Provider enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this Clause and Clauses B7, B10 and B11 and shall procure that the sub-contractor complies with such terms. The Provider shall indemnify the Authority and keep the Authority indemnified in full from and against all loss, damages, injury, claims, costs and expenses (including legal expenses) awarded against or incurred or paid by the Authority as a result of or in connection with any failure on the part of the sub-contractor to comply with such terms.

B13. INCIDENTS REQUIRING REPORTING

- B13.1. The Provider must comply with the arrangements for notification of deaths and other incidents to CQC, in accordance with CQC Regulations and Guidance (where applicable), and to any other relevant Regulatory or Supervisory Body, any NHS Body, any office or agency of the Crown, or to any other appropriate regulatory or official body in connection with Serious Incidents, or in relation to the prevention of Serious Incidents (as appropriate), in accordance with Good Practice and the Law

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- B13.2. If the Provider gives a notification to the CQC or any other Regulatory Body under clause 0 which directly or indirectly concerns any Service User, the Provider must send a copy of it to the Authority within 5 Business Days or within the timescale set out in Appendix C: (*Incidents Requiring Reporting Procedure*).
- B13.3. The Parties must comply with the arrangements for reporting, investigating, implementing and sharing the Lessons Learned from Serious Incidents, Patient Safety Incidents and non-Service User safety incidents that are agreed between the Provider and the Authority and set out in Appendix C: (*Incidents Requiring Reporting Procedure*).
- B13.4. Subject to the Law, the Authority shall have complete discretion to use the information provided by the Provider under this clause 0 and Appendix C: (*Incidents Requiring Reporting Procedure*).

B14. CONSENT

- B14.1. The Provider must publish, maintain and operate a Service User consent policy which complies with Good Practice and the Law.

B15. SERVICE USER HEALTH RECORDS

- B15.1. The Provider must create and maintain Service User health records as appropriate for all Service Users. The Provider must securely store, retain and destroy those records in accordance with NHS Data Guidance, NHS Information Governance Alliance Guidance and in any event in accordance with Data Protection Legislation.
- B15.2. The Provider must at all times during the term of this Contract have a Caldicott Guardian and shall notify the Authority of their identity and contact details prior to the Service Commencement Date. If the Provider replaces its Caldicott Guardian at any time during the term of this Contract, it shall promptly notify the Authority of the identity and contact details of such replacements.

- B15.3. Subject to Guidance and where appropriate, the Service User health records should include the Service User's verified NHS number.

B16. INFORMATION

- B16.1. The Provider must provide the Authority the information specified the relevant Service Specification to measure the quality, quantity or otherwise of the Services.
- B16.2. The Provider must deliver the information required under clause B16.1 in the format, manner, frequency and timescales specified in the relevant Service Specification and must ensure that the information is accurate and complete.
- B16.3. If the Provider fails to comply with any of the obligations in this clause B16 and/or Appendix D Information Provision the Authority may (without prejudice to any other rights it may have under this Contract) exercise any consequence for failing to satisfy the relevant obligation specified in Appendix D Information Provision
- B16.4. In addition to the information required under clause B16.1, the Authority may request from the Provider any other information it reasonably requires in relation to this Contract and the Provider must deliver such requested information in a timely manner.

B17. SERVICES ENVIRONMENT AND EQUIPMENT

- B17.1. The Provider must ensure that the Services Environment and the Equipment comply with the CQC Fundamental Standards of Care.

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- B17.2. Unless otherwise stated in this Contract, the Provider must provide and maintain at its own cost (unless otherwise agreed in writing) all Equipment necessary to provide the Services in accordance with the Law and any necessary consents.
- B17.3. The Provider must ensure that all Staff using Equipment, and all Service Users and Carers using Equipment independently as part of the Service User's care or treatment, have received appropriate and adequate training and have been assessed as competent in the use of the Equipment.
- B17.4. Where the Provider has taken up the option of Point of Care Testing Equipment (POCT), the Provider will liaise with the authorities identified POCT provider to ensure all appropriate maintenance and testing takes place as required.

B18. COMPLAINTS

- B18.1. The Provider must at all times comply with the relevant regulations for complaints relating to the provision of the Services.
- B18.2. If a complaint is received about the standard of the provision of the Services or about the manner in which any of the Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Provider's obligations under this Contract, then the Authority may take any steps it considers reasonable in relation to that complaint, including investigating the complaint and discussing the complaint with the Provider, CQC or/and any Regulatory Body. Without prejudice to any other rights the Authority may have under this Contract, the Authority may, in its sole discretion, uphold the complaint and take any action specified in clause B29 (*Default and Failure to Supply*).

B19. CO-OPERATION

- B19.1. The Parties must at all times act in good faith towards each other.
- B19.2. The Provider must co-operate fully and liaise appropriately with:
- a) the Authority;
 - b) any third party provider who the Service User may be transferred to or from the Provider;
 - c) any third party provider which may be providing care to the Service User at the same time as the Provider's provision of the relevant Services to the Service User; and
 - d) primary, secondary and social care services,
- in order to:
- e) ensure that a consistently high standard of care for the Service User is at all times maintained;
 - f) ensure a co-ordinated approach is taken to promoting the quality of Service User care across all pathways spanning more than one provider;
 - g) achieve a continuation of the Services that avoids inconvenience to, or risk to the health and safety of, Service Users, employees of the Authority's or members of the public.

B20. WARRANTIES AND REPRESENTATIONS

- B20.1. The Provider warrants and represents that:
- a) It has full capacity and authority to enter into this Contract and all necessary Consents have been obtained and are in full force and effect;

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- b) its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it or any of its assets;
- c) in entering this Contract it has not committed any Fraud;
- d) to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract;
- e) it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract;
- f) in the 3 years prior to the Commencement Date:
 - (i) It has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) It has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) It has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Contract; and
- g) No proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge are threatened) for the winding up of the Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Provider's assets or revenue;
- h) it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems;
- i) it shall: (i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;
- j) it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this Clause B20.1 j) and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy.

B20.2. The Authority warrants and represents that:

- a) it has full power and authority to enter into this Contract and all necessary approvals and consents have been obtained and are in full force and effect;
- b) its execution of this Contract does not and will not contravene or conflict with its constitution, any Law, or any agreement to which it is a party or which is binding on it;
- c) it has the right to permit disclosure and use of Confidential Information for the purpose of this Contract; and
- d) to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Contract.

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B20.3. The warranties set out in this clause B20 are given on the Commencement Date and repeated on every day during the term of this Contract.

B21. VARIATIONS

B21.1. This Contract may not be amended or varied other than in accordance with this clause B21.

B21.2. Either Party may from time to time during the term of this Contract, by written notice to the other Party, request a Variation. A Variation Notice must set out in as much detail as is reasonably practicable the proposed Variation(s). A Variation Notice may be issued via Pharmoutcomes.

B21.3. If a Variation Notice is issued, the Authority and the Provider must enter into good faith negotiations for a period of not more than 30 Business Days from the date of that notice (unless such period is extended by the Parties in writing) with a view to reaching agreement on the proposed Variation, including on any adjustment to the Charges that, in all the circumstances, properly and fairly reflects the nature and extent of the proposed Variation. If the Parties are unable to agree a proposed Variation within such time period (or extended time period), the proposed Variation shall be deemed withdrawn and the Parties shall continue to perform their obligations under this Contract.

B21.4. A Variation to this Contract will be valid if it has been issued by the Authority and acknowledged either in writing or via Pharmoutcomes.

B22. ASSIGNMENT AND SUB-CONTRACTING

B22.1. The Provider must not assign, delegate, transfer, sub-contract, charge or otherwise dispose of all or any of its rights or obligations under this Contract without the Authority in writing:

- a) consenting to the appointment of the Sub-contractor (such consent not to be unreasonably withheld or delayed); and
- b) approving the Sub-contract arrangements (such approval not to be unreasonably withheld or delayed) which shall include the addition of any of the clauses in this Contract to the Sub-contract as the Authority may reasonably require

B22.2. The Authority's consent to sub-contracting under clause B22.1 will not relieve the Provider of its liability to the Authority for the proper performance of any of its obligations under this Contract and the Provider shall be responsible for the acts, defaults or neglect of any Sub-contractor, or its employees or agents in all respects as if they were the acts, defaults or neglect of the Provider.

B22.3. Any sub-contract submitted by the Provider to the Authority for approval of its terms, must impose obligations on the proposed sub-contractor in the same terms as those imposed on it pursuant to this Contract to the extent practicable. In particular:

- a) Where the Provider enters in a sub-contract with a supplier or contractor for the purpose of performing the Agreement, the Provider must cause a term to be included in such sub-contract which requires payment to be made of undisputed sums by the Provider to the sub-contractor within the specified period not exceeding 30 days from the receipt of a valid invoice, as defined by the sub-contract requirements.

B22.4. The Authority shall be entitled to:

- a) assign, novate or dispose of its rights and obligation under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2006); or a corporate entity in which the Authority has a controlling interest.
- b) transfer, assign or novate its rights and obligations where required by Law

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B22.5. The Authority may assign, transfer, novate or otherwise dispose of any or all of its rights and obligations under this Contract without the consent of the Provider.

B23. AUDIT AND INSPECTION

B23.1. The Provider must comply with all reasonable written requests made by, CQC, the National Audit Office, the General Pharmaceutical Council, any Authorised Person and the authorised representative of the Local HealthWatch for entry to the Provider's Premises and/or the premises of any Sub-contractor for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services, and for information relating to the provision of the Services. The Provider may refuse such request to enter the Provider's Premises and/or the premises of any Sub-contractor where it would adversely affect the provision of the Services or, the privacy or dignity of a Service User.

B23.2. Subject to Law and notwithstanding clause B23.1, an Authorised Person may enter the Provider's Premises and/or the premises of any Sub-contractor without notice for the purposes of auditing, viewing, observing or inspecting such premises and/or the provision of the Services. During such visits, subject to Law and Good Clinical Practice (also taking into consideration the nature of the Services and the effect of the visit on Service Users), the Provider must not restrict access and must give all reasonable assistance and provide all reasonable facilities to the Authorised Person.

B23.3. Within 10 Business Days of the Authority's reasonable request, the Provider must send the Authority a verified copy of the results of any audit, evaluation, inspection, investigation or research in relation to the Services, or services of a similar nature to the Services delivered by the Provider, to which the Provider has access and which it can disclose in accordance with the Law.

B23.4. The Authority shall use its reasonable endeavours to ensure that the conduct of any audit does not unreasonably disrupt the Provider or delay the provision of the Services.

B23.5. During any audit undertaken under clause B23.1 or B23.2, the Provider must provide the Authority with all reasonable co-operation and assistance in relation to that audit, including:

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

B24. INDEMNITIES

B24.1. The Provider shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Contract, or breach of its statutory duty or breach of an obligation under the DPA, save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Contract or breach of statutory duty or breach of an obligation under the DPA by the Authority.

B25. LIMITATION OF LIABILITY

B25.1. Each Party must at all times take all reasonable steps to minimise and mitigate any Losses for which it is entitled to be indemnified by or bring a claim against the other Party pursuant to this Contract

B25.2. Neither Party shall be liable to the other Party (as far as permitted by Law) for Indirect Losses in connection with this Contract.

B25.3. Nothing in this Contract will exclude or limit the liability of either Party for:

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- a) death or personal injury caused by its negligence; or
- b) fraud or fraudulent misrepresentation.

B26. INSURANCE

- B26.1. **The Provider** shall indemnify and keep indemnified the Authority against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever, whether arising in tort (including negligence), default or breach of this Contract, or breach of its statutory duty or breach of an obligation under Data Protection Legislation, save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Contract or breach of statutory duty or breach of an obligation under Data Protection Legislation by the Authority
- B26.2. The Provider must at its own cost effect and maintain with a reputable insurance company the appropriate Insurances for Services of this nature. The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of this Contract, including death or personal injury, loss of or damage to property or any other such loss. Such policies must include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider. As a minimum the Provider shall hold:
- a) Public liability insurance cover for an amount not less than £5(five) million in respect of any one incident;
 - b) Employer's liability insurance cover to at least the level required by law in respect of any one incident;
 - c) either professional indemnity and medical indemnity insurance cover arranged via commercial insurers for an amount of not less than £10 (ten) million each for any occurrence arising out of each and every event OR to be registered with a medical indemnity society (or equivalent) to cover the purposes of this contract. Commercial insurance shall be maintained for a minimum of 7 (seven) years following the expiration or earlier termination of this Contract
- B26.3. The Provider must give the Authority, on request, a copy of or a broker's placement verification of the Required Insurances insurance, together with receipts or other evidence of payment of the latest premiums due under those policies.
- B26.4. The provision of any insurance or the amount or limit of cover will not relieve or limit the Provider's liabilities under this Contract.

B27. DEFAULTS AND FAILURE TO SUPPLY

- B27.1. In the event that the Authority is of the reasonable opinion that there has been a Default which is a material breach of this Contract by the Provider, then the Authority may, without prejudice to any other rights or remedies it may have under this Contract including under clause B27, consult with the Provider and then do any of the following:
- a) require the Provider to submit a performance improvement plan detailing why the material breach has occurred and how it will be remedied within 10 Business Days or such other period of time as the Authority may direct;
 - b) without terminating this Contract, suspend the affected Service in accordance with the process set out in clause B30;
 - c) without terminating the whole of this Contract, terminate this Contract in respect of the affected part of the Services only in accordance with clause B31 (whereupon a corresponding reduction in the Charges shall be made) and thereafter the Authority may supply or procure a third party to supply such part of the Services.

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B27.2. If the Authority exercises any of its rights under clause B28, the Provider must indemnify the Authority for any costs reasonably incurred (including reasonable professional costs and any reasonable administration costs) in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Provider for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

B28. CONTRACT MANAGEMENT

B28.1. If the Provider in the reasonable opinion of the Authority fails to meet the standards required, the Authority may require the Provider to develop a Remedial Action Plan.

B28.2. The Remedial Action Plan must set out:

- a) Milestones for performance to be remedied
- b) The date by which each milestone must be completed

B28.3. Once the Authority has approved the Remedial Action Plan the Provider will implement it within 5 business days of the Authority's approval.

B29. DISPUTE RESOLUTION

B29.1. If the Parties are in Dispute, they must seek in good faith to resolve the Dispute following the process set out in Appendix E (*Dispute Resolution*), unless the Parties agree and set out an alternative dispute resolution process in the Special Conditions in which case the process in the Special Conditions will prevail.

B30. SUSPENSION AND CONSEQUENCES OF SUSPENSION

B30.1. A suspension event shall have occurred if:

- a) the Authority reasonably considers that a breach by the Provider of any obligation under this Contract:
 - (i) may create an immediate and serious threat to the health or safety of any Service User; or
 - (ii) may result in a material interruption in the provision of any one or more of the Services; or
- b) clause B30 does not apply, but the Authority, acting reasonably, considers that the circumstances constitute an emergency, (which may include an event of Force Majeure) affecting provision of a Service or Services; or
- c) the Provider is prevented, or will be prevented, from providing a Service due to the termination, suspension, restriction or variation of any Consent,

(each a **Suspension Event**).

B30.2. Where a Suspension Event occurs the Authority:

- a) may by written notice to the Provider and with immediate effect suspend any affected Service, or the provision of any affected Service, until the Provider demonstrates to the reasonable satisfaction of the Authority that it is able to and will perform the suspended Service, to the required standard; and
- b) must where applicable promptly notify CQC and/or any relevant Regulatory Body of the suspension.

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- B30.3. During the suspension of any Service under clause B30.2, the Provider must comply with any steps the Authority reasonably specifies in order to remedy the Suspension Event, including where the Authority's decision to suspend pursuant to clause B30.2 has been referred to dispute resolution under clause B28 (*Dispute Resolution*).
- B30.4. During the suspension of any Service under clause B30.3, the Provider will not be entitled to claim or receive any payment for the suspended Service except in respect of:
- a) all or part of the suspended Service the delivery of which took place before the date on which the relevant suspension took effect in accordance with clause B30.3; and/or
 - b) all or part of the suspended Service which the Provider continues to deliver during the period of suspension in accordance with clause B30.5.
- B30.5. The Parties must use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users as a result of the suspension of the Service.
- B30.6. Except where suspension occurs by reason of an event of Force Majeure, the Provider must indemnify the Authority in respect of any Losses directly and reasonably incurred by the Authority in respect of that suspension (including for the avoidance of doubt Losses incurred in commissioning the suspended Service).
- B30.7. Following suspension of a Service the Provider must at the reasonable request of the Authority and for a reasonable period:
- a) co-operate fully with the Authority and any Successor Provider of the suspended Service in order to ensure continuity and a smooth transfer of the suspended Service and to avoid any inconvenience to or risk to the health and safety of Service Users, employees of the Authority or members of the public; and
 - b) at the cost of the Provider:
 - (i) promptly provide all reasonable assistance and all information necessary to affect an orderly assumption of the suspended Service by an alternative Successor Provider; and
 - (ii) deliver to the Authority all materials, papers, documents and operating manuals owned by the Authority and used by the Provider in the provision of the suspended Service.
- B30.8. As part of its compliance with clause B30.7 the Provider may be required by the Authority to agree a transition plan with the Authority and/or any alternative Successor Provider.
- B30.9. If it is determined, pursuant to clause B29 (*Dispute Resolution*) that the Authority acted unreasonably in suspending a Service, the Authority must indemnify the Provider in respect of any Loss directly and reasonably incurred by the Provider in respect of that suspension.
- B30.10. During any suspension of a Service the Provider where applicable will implement the relevant parts of the Business Continuity Plan to ensure there is no interruption in the availability to the relevant Service.

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B31. TERMINATION

- B31.1. Either Party may voluntarily terminate this Contract or any Service by giving the other Party not less than 3 months' written notice at any time after the Service Commencement Date.
- B31.2. The Authority may terminate this Contract in whole or part with immediate effect by written notice to the Provider if:
- a) the Provider is in persistent or repetitive breach of the Quality Outcomes Indicators;
 - b) the Provider is in persistent breach of its obligations under this Contract;
 - c) the Provider:
 - (i) fails to satisfy and Condition Precedent set out at Appendix B
 - (ii) fails to obtain any Consent;
 - (iii) loses any Consent; or
 - (iv) has any Consent varied or restricted,
the effect of which might reasonably be considered by the Authority to have a material adverse effect on the provision of the Services;
 - d) the Provider has breached the terms of clause B36 (*Prohibited Acts*);
 - e) any of the Provider's necessary registrations are cancelled by the CQC or other Regulatory Body as applicable;
 - f) the Provider materially breaches its obligations in clause B36 (*Data Protection*);
 - g) two or more Remedial Action Plans within any rolling 6 month period do not lead to the delivery of services to the required standard;
 - h) the Provider breaches the terms of clause B22 (*Assignment and Sub-contracting*);
 - i) a resolution is passed or an order is made for the winding up of the Provider (otherwise than for the purpose of solvent amalgamation or reconstruction) or the Provider becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the Provider's property or equipment;
 - j) the Provider ceases or threatens to cease to carry on business in the United Kingdom; or
 - k) the Provider has breached any of its obligations under this Contract and that breach materially and adversely affects the provision of the Services in accordance with this Contract, and the Provider has not remedied that breach within 30 Business Days following receipt of notice from the Authority identifying the breach.
- B31.3. Either Party may terminate this Contract or any Service by written notice, with immediate effect, if and to the extent that the Authority or the Provider suffers an event of Force Majeure and such event of Force Majeure persists for more than 30 Business Days without the Parties agreeing alternative arrangements.
- B31.4. The Provider may terminate this Contract or any Service with immediate effect by written notice to the Authority if the Authority is in material breach of any obligation under this Contract provided that if the breach is capable of remedy, the Provider may only terminate this Contract under this clause B31.4 if the Authority has failed to remedy such breach within 30 Business Days of receipt of notice from the Provider to do so.

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B32. CONSEQUENCE OF EXPIRY OR TERMINATION

- B32.1. Expiry or termination of this Contract, or termination of any Service, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.
- B32.2. On the expiry or termination of this Contract or termination of any Service for any reason the Authority, the Provider, and if appropriate any successor provider, will work with the authority to finalise the Exit Strategy and the Parties will comply with the provisions of the Exit Strategy.
- B32.3. On the expiry or termination of this Contract or termination of any Service the Provider must co-operate fully with the Authority to migrate the Services in an orderly manner to the successor provider.
- B32.4. In the event of termination or expiry of this Contract, the Provider must cease to use the Authority's Confidential Information and on the earlier of the receipt of the Authority's written instructions or 12 months after the date of expiry or termination, return all copies of the Confidential Information to the Authority.
- B32.5. If, as a result of termination of this Contract or of any Service in accordance with this Contract (except any termination under clauses B31.4, B31.3 or if the Authority terminates under clause B31.1 (*Termination*), the Authority procures any terminated Service from an alternative provider, and the cost of doing so (to the extent reasonable) exceeds the amount that would have been payable to the Provider for providing the same Service, then the Authority, acting reasonably, will be entitled to recover from the Provider (in addition to any other sums payable by the Provider to the Authority in respect of that termination) the excess cost and all reasonable related professional and administration costs it incurs (in each case) for a period of 6 months following termination.
- B32.6. The provisions of clauses B7 (*Staff*), B8 (*Charges and Payment*), B13 (*Incidents Requiring Reporting*), B15 (*Service User Health Records*), B16 (*Information*), B22 (*Assignment and Sub-contracting*), B23 (*Audit and Inspection*), B32 (*Consequence of Expiry or Termination*), B35 (*Confidentiality*) and B37 (*Freedom of Information and Transparency*) will survive termination or expiry of this Contract.

B33. BUSINESS CONTINUITY

- B33.1. The Provider must comply with the Civil Contingencies Act 2004 and with any applicable national and local civil contingency plans.
- B33.2. The Provider must, unless otherwise agreed by the Parties in writing, maintain a Business Continuity Plan and must notify the Authority as soon as reasonably practicable of its activation and in any event no later than 5 Business Days from the date of such activation.

B34. COUNTER-FRAUD AND SECURITY MANAGEMENT

- B34.1. The Provider must put in place and maintain appropriate counter fraud and security management arrangements.
- B34.2. The Provider must take all reasonable steps, in accordance with good industry practice, to prevent Fraud by Staff and the Provider in connection with the receipt of monies from the Authority.
- B34.3. The Provider must notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- B34.4. If the Provider or its Staff commits Fraud in relation to this or any other contract with the Authority, the Authority may terminate this Contract by written notice to the Provider with immediate effect (and terminate any other contract the Provider has with the Authority) and

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recover from the Provider the amount of any Loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services for the remainder of the term of this Contract had it not been terminated.

B35. CONFIDENTIALITY

- B35.1. Other than as allowed in this Contract, Confidential Information is owned by the Party that discloses it (the "Disclosing Party") and the Party that receives it (the "Receiving Party") has no right to use it.
- B35.2. Subject to Clauses B35.3 and B35.4, the Receiving Party agrees:
- a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Contract;
 - b) not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
 - c) to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.
- B35.3. The Receiving Party may disclose the Disclosing Party's Confidential Information:
- a) in connection with any dispute resolution under clause B29 (*Dispute Resolution*);
 - b) in connection with any litigation between the Parties;
 - c) to comply with the Law;
 - d) to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in clause B35.2;
 - e) to comply with a regulatory bodies request.
- B35.4. The obligations in clause B35.1 and clause B35.2 will not apply to any Confidential Information which:
- a) is in or comes into the public domain other than by breach of this Contract;
 - b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
 - c) the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.
- B35.5. The Receiving Party shall indemnify the Disclosing Party and shall keep the Disclosing Party indemnified against Losses and Indirect Losses suffered or incurred by the Disclosing Party as a result of any breach of this clause B35.
- B35.6. The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause B35 by the Receiving Party, and in addition to any right to damages the Disclosing Party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause B35.
- B35.7. This clause B35 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.
- B35.8. The obligations in clause B35.1 and clause B35.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the Authority or of any committee, sub-committee or joint committee of the Authority or is related to an executive decision of the Authority and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the Authority shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England) Regulations 2012 to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Provider and where reasonably practicable shall consider any representations made by the Provider.

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B36. DATA PROTECTION

B36.1 For the purposes of this clause, the terms “Data Controller” and “Personal Data” shall have the meaning prescribed under the DPA 2018 and the GDPR.

B36.2 The Provider is the Data Controller.

B36.3 The Parties acknowledge their respective obligations arising under the DPA 2018 and GDPR and must assist each other as necessary to enable each other to comply with these obligations.

B36.4 The Provider undertakes to:

- a) Treat as confidential all Personal Data which may be derived from or be obtained in the course of the Services or which may come into the possession of the Provider or a staff member, servant or agent or sub-contractor of the Provider as a result or in connection with the Services
- b) Provide all necessary precautions to ensure that all such information is treated as confidential by the Provider, its staff members, servants, agents or sub-contractors;
- c) Ensure that it, its staff members, servants, agents and sub-contractors are aware of the provisions of the DPA 2018 and GDPR and that any personal information obtained in the course of the performance of this contract shall not be disclosed or used in any unlawful manner;
- d) Indemnify the Authority against any loss arising under the DPA 2018 and GDPR caused by any action, authorised or unauthorised, taken by the Provider, its staff members, servants, agents or sub-contractors; and
- e) Have in place adequate mechanisms to ensure that sub-contractors, agents and subsidiaries to whom personal information is disclosed comply with their obligations under this Contract to keep Personal Data and information secure and confidential in accordance with the DPA 2018 and GDPR.

B36.5 The Provider shall, upon reasonable notice, allow officers of the Authority to have reasonable rights of access at all times to the Provider’s premises, staff and its records in connection with the provision of Services for the purposes of monitoring the Provider’s compliance with its security requirements, including its obligations under the DPA 2018.

B37. FREEDOM OF INFORMATION AND TRANSPARENCY

B37.1. The Parties acknowledge their respective duties under the FOIA and must give all reasonable assistance to each other where appropriate or necessary to comply with such duties.

B37.2. If the Provider is not a Public Authority, the Provider acknowledges that the Authority is subject to the requirements of the FOIA and will assist and co-operate with the Authority to enable the Authority to comply with its disclosure obligations under the FOIA. Accordingly the Provider agrees:

- a) that this Contract and any other recorded information held by the Provider on the Authority’s behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA;
- b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the Authority;
- c) that if the Provider receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the Authority) and will promptly (and in any event within 2 Business Days) transfer the request to the Authority;
- d) that the Authority, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Provider and this Contract either without consulting with the Provider, or following consultation with the Provider and having taken its views into account; and

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- e) to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by a Authority within 5 Business Days of such request and without charge.
- B37.3. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.
- B37.4. Notwithstanding any other provision of this Contract, the Provider hereby consents to the publication of this Contract in its entirety including from time to time agreed changes to this Contract subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.
- B37.5. In preparing a copy of this Contract for publication pursuant to clause B37.4 the Authority may consult with the Provider to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the Authority's absolute discretion.
- B37.6. The Provider must assist and co-operate with the Authority to enable the Authority to publish this Contract.
- B37.7. In order to comply with the Government's policy on transparency in the areas of contracts and procurement the Authority will be disclosing information on its website in relation to monthly expenditure over £500 (five hundred pounds) in relation to this Contract. The information will include the Provider's name and the monthly Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.
- B38. FORCE MAJEURE**
- B38.1. Where a Party is (or claims to be) affected by an event of Force Majeure, it must take all reasonable steps to mitigate the consequences of it, resume performance of its obligations under this Contract as soon as practicable and use its reasonable efforts to remedy its failure to perform its obligations under this Contract.
- B39. THIRD PARTY RIGHTS**
- B39.1. No term of this Contract is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Contract.
- B40. CAPACITY**
- B40.1. Without prejudice to the contractual rights and/or remedies of the Provider expressly set out in this Contract, the obligations of the Authority under this Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in this Contract shall operate as an obligation upon the Authority or in any way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability on the part of the Authority under this Contract (howsoever arising) in any capacity other than as contracting counterparty.
- B41. SEVERABILITY**
- B41.1. If any provision or part of any provision of this Contract is declared invalid or otherwise unenforceable, the provision or part of the provision as applicable will be severed from this Contract and this will not affect the validity and/or enforceability of the remaining part of that provision or other provisions of this Contract.

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B42. WAIVER

B42.1. Any relaxation or delay by either Party in exercising any right under this Contract will not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.

B43. PUBLICITY

B43.1. Without prejudice to clause B37 (*Freedom of Information and Transparency*), except with the written consent of the Authority, (such consent not to be unreasonably withheld or delayed), the Provider must not make any press announcements in relation to this Contract in any way.

B43.2. The Provider must take all reasonable steps to ensure the observance of the provisions of clause B44 by all its staff, servants, agents, consultants and sub-contractors.

B44. EXCLUSION OF PARTNERSHIP, JOINT VENTURE OR AGENCY

B44.1. Nothing in this Contract creates a partnership or joint venture or relationship of employer and employee or principal and agent between the Authority and the Provider.

B45. GOVERNING LAW AND JURISDICTION

B45.1. This Contract will be governed by and interpreted in accordance with English Law and will be subject to the exclusive jurisdiction of the Courts of England and Wales.

B45.2. Subject to the provisions of clause B29 (Dispute Resolution), the Parties agree that the courts of England have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Contract.

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APPENDIX A: SERVICE SPECIFICATIONS

APPENDIX B: CONDITIONS PRECEDENT

1. Provide the Authority with a copy of the Provider's registration with the CQC where the Provider must be so registered under the Law

APPENDIX C: INCIDENTS REQUIRING REPORTING PROCEDURE

The Provider will comply with the Public Health Serious Incidents Requiring Investigation Policy:



2020-12-14 Serious
Incident (SI) managen

APPENDIX D: Not Used

APPENDIX E: DISPUTE RESOLUTION

1. Dispute Resolution

The Parties agree to attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within 20 Working Days of either Party notifying the other of the dispute. Such efforts must involve the escalation of the dispute to the Clinical Governance and Infection Prevention Manager, Public Health, Suffolk County Council (or equivalent) of each Party. The Provider has the right to involve the LMC or LPC (whichever is relevant) in the dispute process.

If the dispute cannot be resolved by the Parties pursuant to clause 35.1 the dispute may be referred to mediation by the Centre for Effective Dispute Resolution ("CEDR") using CEDR's model procedure then in place. Full details of CEDR can be found on their website at www.cedr.com Telephone number is 020 7536 6000

APPENDIX F: NOT USED

APPENDIX G: NOT USED

APPENDIX H: NOT USED

APPENDIX L: Agreed Variations

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APPENDIX O: DEFINITIONS AND INTERPRETATION

1. The headings in this Contract shall not affect its interpretation.
2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
3. References to a statutory provision shall include any subordinate legislation made from time to time under that provision.
4. References to Sections, clauses and Appendices are to the Sections, clauses and Appendices of this Contract, unless expressly stated otherwise.
5. References to anybody, organisation or office shall include reference to its applicable successor from time to time.
6. Any references to this Contract or any other documents includes reference to this Contract or such other documents as varied, amended, supplemented, extended, restated and/or replaced from time to time.
7. Use of the singular includes the plural and vice versa.
8. The following terms shall have the following meanings:

Activity means any levels of clinical services and/or Service User flows set out in a Service Specification

Authorised Person means the Authority and anybody or person concerned with the provision of the Service or care of a Service User

Authority Representative means the person identified in clause A1.1 or their replacement

Best Value Duty means the duty imposed by section 3 of the Local Government Act 1999 (the **LGA 1999**) as amended, and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable guidance issued from time to time

Board of Directors means the executive board or committee of the relevant organisation

Business Continuity Plan means the Provider's plan referred to in Clause B33 (*Business Continuity*) relating to continuity of the Services, as agreed with the Authority and as may be amended from time to time

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

Caldicott Guardian means the senior health professional responsible for safeguarding the confidentiality of patient information

Care Quality Commission or CQC means the care quality commission established under the Health and Social Care Act 2008

Carer means a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage

CEDR means the Centre for Effective Dispute Resolution

Charges means the charges which shall become due and payable by the Authority to the Provider in respect of the provision of the Services in accordance with the provisions of this Contract, as such charges are set out in Appendix E (*Charges*)

Commencement Date means the date identified in clause A.3.

Competent Body means anybody that has authority to issue standards or recommendations with which either Party must comply

Conditions Precedent means the conditions precedent, if any, to commencement of service delivery referred to in clause A.3 and set out in Appendix B (Conditions Precedent)

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Confidential Information means any information which has been designated as confidential by either Party in writing or that would appear to a reasonable person to be confidential in nature (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, Services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and contractors of either Party, all personal data and sensitive personal data as defined in the Data Protection Legislation

Consents means:

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

Contract has the meaning given to it in clause A.1

Contract Query means:

- (i) a query on the part of the Authority in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or
- (ii) a query on the part of the Provider in relation to the performance or non-performance by the Authority of any obligation on its part under this Contract,

as appropriate

Contract Query Notice means a notice setting out in reasonable detail the nature of a Contract Query

CQC means the Care Quality Commission

CQC Regulations means the Care Quality Commission (Registration) Regulation 2009

Data Protection:

"Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Data Protection Officer" take the meanings given in the GDPR, subject to any amendment made under the provisions of the DPA 2018.

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by either Party under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

"Data Processing Schedule" means the schedule which sets out the processing the Party or Parties are authorised to undertake under this Agreement Schedule [X].

"Data Protection Impact Assessment" means an assessment by Us of the impact of the envisaged processing on the protection of Personal Data.

"Data Protection Legislation" means i) unless and until the GDPR is no longer directly applicable in the UK, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation as amended from time to time ii) the DPA 2018 iii) the LED.

"Data Subject Access 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.

"DPA 2018" means the Data Protection Act 2018.

"GDPR" means the General Data Protection Regulations (Regulation (EU) 2016/679).

"LED" means the Law Enforcement Directive (Directive (EU) 2016/680).

"Protective Measures" means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

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“Sub-processor” means any third Party appointed to process Personal Data on Your behalf in relation to this Agreement.

DBS means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012

Default means any breach of the obligations of the Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Provider or the Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Authority

Default Interest Rate means LIBOR plus 2% per annum

Disclosing Party means the Party disclosing Confidential Information

Dispute means a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Contract

Employment Checks means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks

Enhanced DBS & Barred List Check means an Enhanced DBS & Barred List Check (child) or Enhanced DBS & Barred List Check (adult) or Enhanced DBS & Barred List Check (child & adult) (as appropriate)

Enhanced DBS & Barred List Check (child) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list

Enhanced DBS & Barred List Check (adult) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS adult's barred list

Enhanced DBS & Barred List Check (child & adult) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's and adult's barred list

Enhanced DBS Check means a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for

Enhanced DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted

Equipment means the Provider's equipment, plant, materials and such other items supplied and used by the Provider in the performance of its obligations under this Contract

Excusing Notice means a notice setting out in reasonable detail the Receiving Party's reasons for believing that a Contract Query is unfounded, or that the matters giving rise to the Contract Query are:

- (i) due wholly or partly to an act or omission by the Issuing Party; or
- (ii) a direct result of the Receiving Party following the instructions of the Issuing Party; or
- (iii) due to circumstances beyond the Receiving Party's reasonable control but which do not constitute an event of Force Majeure

Expert means the person designated to determine a Dispute by virtue of paragraphs 1.6 or 1.7 of Appendix E (*Dispute Resolution*)

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Expert Determination Notice means a notice in writing showing an intention to refer Dispute for expert determination

Expiry Date means the date set out in clause A.3

First Exception Report means a report issued in accordance with clause B28 (*Contract Management*) notifying the relevant Party's chief executive and/or Board of Directors of that Party's breach of a Remedial Action Plan and failure to remedy that breach

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004

Force Majeure 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; 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:

- (i) any industrial action occurring within the Provider's or any Sub-contractor's organisation; or
- (ii) the failure by any Sub-contractor to perform its obligations under any Sub-contract

Fraud means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Authority

General Conditions has the meaning given to it in clause A.1

Good Practice means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable

Guidance means any applicable local authority, health or social care guidance, direction or determination which the Authority and/or the Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006

Immediate Action Plan means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Service Users, the public and/or Staff

Indirect Losses means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

Issuing Party means the Party which has issued a Contract Query Notice

JI Report means a report detailing the findings and outcomes of a Joint Investigation

Joint Investigation means an investigation by the Issuing party and the Receiving Party into the matters referred to in a Contract Query Notice

Law means:

- (i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (ii) any enforceable EU right within the meaning of Section 2(1) of the European Communities Act 1972;
- (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (iv) National Standards;
- (v) Guidance; and

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(vi) any applicable industry code
in each case in force in England and Wales

Legal Guardian means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs

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 Provider's provision of the Services

Local Healthwatch means the local independent consumer champion for health and social care in England

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses

NICE means National Institute for Health and Clinical Excellence being the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body)

National Standards means those standards applicable to the Provider under the Law and/or Guidance as amended from time to time

Negotiation Period means the period of 15 Business Days following receipt of the first offer

NHS Act 2006 means the National Health Service Act 2006

Parties means the Authority and the Provider and "Party" means either one of them

Patient Safety Incident means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User

Personal Data has the meaning set out in the DPA

Point of Care Testing Equipment means equipment provided to the Provider for carrying out on-site testing

Provider Representative means the person identified in clause A1.2 or their replacement

Provider's Premises means premises controlled or used by the Provider for any purposes connected with the provision of the Services which may be set out or identified in a Service Specification

Public Authority means as defined in section 3 of the FOIA

Quality Outcomes Indicators means the agreed key performance indicators and outcomes to be achieved.

Receiving Party means the Party which has received a Contract Query Notice or Confidential Information as applicable

Regulatory Body means anybody other than CQC carrying out regulatory functions in relation to the Provider and/or the Services

Remedial Action Plan means a plan to rectify a breach of or performance failure under this Contract specifying targets and timescales within which those targets must be achieved

Required Insurances means the types of policy or policies providing levels of cover as specified in the Service Specification(s)

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Safeguarding Policies means the Provider's written policies for safeguarding children and adults, as amended from time to time.

Second Exception Report means a report issued in accordance with clause B28 (*Contract Management*) notifying the recipients of a breach of a Remedial Action Plan and the continuing failure to remedy that breach

Serious Incident means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider's Premises or where the actions of the Provider, the Staff or the Authority are likely to be of significant public concern

Service Commencement Date means the date set out in clause A.3.

Service Specification means each of the service specifications defined by the Authority and set out at Appendix A (*Service Specifications*)

Service User means the person directly receiving the Services provided by the Provider as specified in the Service Specifications and includes their Carer and Legal Guardian where appropriate

Services means the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Service Specifications, and/or as otherwise provided or to be provided by the Provider under and in accordance with this Contract

Special Conditions has the meaning given to it in clause A.1

Staff means all persons employed by the Provider to perform its obligations under this Contract together with the Provider's servants, agents, suppliers and Sub-contractors used in the performance of its obligations under this Contract

Standard DBS Check means a disclosure of information which contains certain details of an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions

Standard DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted

Sub-contract means a contract approved by the Authority between the Provider and a third party for the provision of part of the Services

Sub-contractor means any third party appointed by the Provider and approved by the Authority under clause B12 (*Assignment and Sub-contracting*) to deliver or assist with the delivery of part of the Services as defined in a Service Specification

VAT means value added tax in accordance with the provisions of the Value Added Tax Act 1994

Variation means a variation to a provision or part of a provision of this Contract

Variation Notice means a notice to vary a provision or part of a provision of this Contract issued under clause B21 (*Variations*).

PUBLIC HEALTH SUFFOLK PRIMARY CARE SERVICES CONTRACT

SECTION C: SPECIAL CONDITIONS OF CONTRACT

C1. Health and Safety

- C1.1. The Provider must promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of this Contract.
- C1.2. The Provider must comply with the requirements of the Health and Safety at Work Act 1974 and any other Acts, orders regulations and codes of practice relating to health and safety which may apply to the Provider's staff and other persons working on the Provider's Premises in the performance of this Contract.
- C1.3. The Provider must on written request of the Authority and in any event within 5 Business Days of that request, provide the Authority with a copy of its health and safety policy statement (as required by the Health and Safety at Work Act 1974).

C2. Prevention of Corruption

- C2.1 The Provider shall not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement or any such contract. Your attention is drawn to the criminal offences under the Bribery Act 2010.
- C2.2 The Provider warrants that the Provider have not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body in connection with the Agreement.
- C2.3 Where the Provider or the Provider's Staff or anyone acting on the Provider's behalf, engages in conduct prohibited by clauses 12.1 or 12.2, or engages in the commission of any offence under the Bribery Act 2010, the Authority shall have the right to:
 - (a) terminate the Agreement and recover from the Provider the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement Period; or
 - (b) recover in full from the Provider any other loss sustained by the Authority in consequence of any breach of those clauses.

C3 Modern Slavery, Child Labour and Inhumane Treatment

The Modern Slavery Helpline refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- C3.1 The Provider shall, and procure that each of your sub-contractors shall, comply with the Modern Slavery Act 2015 ("Slavery Act");
- C3.2. The Provider shall:
 - a) Implement due diligence procedures for the Providers sub-contractors and other participants in its supply chains, to ensure that there is no slavery or trafficking in its supply chains;
 - b) Respond promptly to all slavery and trafficking due diligence questionnaires issued to the Provider by the Authority from time to time and ensure that the Provider's responses to all such questionnaires are complete and accurate;

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- c) Maintain a complete set of records to trace the supply chain of all Services provided to the Authority regarding the Contract; and
- d) Implement a system of training for the Provider's employees to ensure compliance with the Slavery Act.

C3.3 The Provider represent, warrant and undertake throughout the Term that:

- a) The Provider conducts the Providers business in a manner consistent with all applicable laws, regulations and coded including the Slavery Act and all analogous legislation in place in any part of the world;
- b) The Providers responses to all slavery and trafficking due diligence questionnaires issued to the Provider by the Authority from time to time are complete and accurate; and
- c) Neither the Provider nor any of the Providers sub-contractors, nor any other persons associated with the Provider:
 - i. Has been convicted of any offence involving slavery and trafficking;
Or
 - ii. Has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence regarding slavery and trafficking.

C3.4 As soon as the Provider becomes aware of any actual or suspected slavery or trafficking by any Staff, sub-contractors or any other persons associated with the performance of the Agreement the Provider shall:

- a) Notify the Authority
- b) Report it to the Modern Slavery Helpline.

C3.5 If the Provider notify the Authority pursuant to clause 12B.4, The Provider shall respond promptly to the Authorities enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Agreement.

C3.6 If the Provider are in default under clauses 12B.2 or 12B.3, the Authority may by notice:

- a) Require the Provider to remove from performance of the Agreement any sub-contractor, Staff or other persons associated with the Provider whose acts or omissions have caused the Default; or
- b) Immediately terminate the Agreement.

C4 Whistleblowing

C4.1 The Authority encourages all its employees, customers, contractors and other partners to report any concerns related to the direct activities of the Authority, or to its supply chains. This includes any circumstances that may give rise to an enhanced risk of modern slavery, human trafficking or fraud. The Authorities' whistleblowing procedures are designed to make it easy for workers to make disclosures, without fear of reprisal.

- i. Whistleblowing
- ii. Modern Slavery
- iii. Fraud and Corruption

C5 Environmental Requirements

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- C5.1 The Provider shall, when working on the Providers Premises or those of the Providers Customers, perform the Agreement in accordance with the Authorities environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment
- C5.2 In performing the Services, the Provider shall at all times co-operate with the Authority to improve environmental performance where it is not detrimental to the interests of either party to do so.

C6 Emergency Planning

- C6.1.1 If an emergency is declared by Suffolk emergency services (police, fire etc), under the Civil Contingencies Act 2004, the Provider shall (so far as reasonably practicable) co-operate with and support the Authority in safeguarding human welfare, including:
- C6.1.1 providing Goods and Services as directed by the Authority to assist in the provision of relief to those in need or to protect the environment as a result of the emergency, in accordance with the Authorities' instructions;
 - C6.1.2 stopping the provision of Goods and/or Services for the duration of the emergency if requested to do so by the Authority.
- C6.2 The Provider must make the Providers Staff available (and to avoid doubt the Provider must ensure that the Providers Sub-Contractors also make themselves and their Staff available), so far as reasonably practicable, to participate in Our emergency planning training and exercises.