**Local Authority Standard Contract 2023/24**

***Pharmacy NRT Supply / GFPH483***

**THIS AGREEMENT** is made on 1st December 2023

**BETWEEN**

1. **Suffolk County Council. Endeavour House, 8 Russell Road, Ipswich, IP1 2BX**
2. **State the Provider Name** (**company registered number** **) whose registered office is at**

Prepared by: Julissa Aitkens – Suffolk County Council

Julissa.Aitkens@suffolk.gov.uk

(Please do not send contracts to this email address)

Version number: 1

First published: December 2023

|  |  |
| --- | --- |
| **DATE OF CONTRACT:** | **1st December 2023** |
| **SERVICE COMMENCEMENT DATE:** | **1st December 2023** |
| **CONTRACT TERM:** | **2 years with possible 1 year extension.** |
| **LOCAL AUTHORITY CONTACT:** | **Julissa Aitkens** |
| **PROVIDER CONTACT:**  *(See GC10)* |  |

# CONTENTS

PARTICULARS

**SCHEDULES**

[**SCHEDULE 1 – SERVICE COMMENCEMENT**](#_Toc343591378) **AND CONTRACT TERM**

1. Entire Contract
2. Intentionally Omitted
3. Extension of Contract Term

[**SCHEDULE 2 – THE SERVICES**](#_Toc343591381) (Schedule 2C, 2E, 2F, 2H, 2I Intentionally Omitted)

[Service Specifications](#_Toc343591382)

Ai. Intentionally Omitted

B. Intentionally Omitted

1. Intentionally Omitted
2. [Other Local Agreements, Policies and Procedures](#_Toc343591388)
3. [Intentionally](#_Toc343591392) Omitted
4. [Safeguarding Policies](#_Toc343591393)

**SCHEDULE 3 – PAYMENT** (Schedule 3A Intentionally Omitted)

1. Locally Agreed Adjustments to NHS Payment Scheme Unit Prices
2. Local Prices
3. Expected Annual Contract Values

[**SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS**](#_Toc343591399)

[**SCHEDULE 5 – INTENTIONALLY OMITTED**](#_Toc343591408)

[**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**](#_Toc343591415)(Schedules 6B, 6D, 6E Intentionally Omitted)

1. [Reporting Requirements](#_Toc343591418)
2. [Incidents Requiring Reporting Procedure](#_Toc343591420)

F. Provider Data Processing Agreement

[**SCHEDULE 7 – Intentionally**](#_Toc343591415) **Omitted**

**SCHEDULE 8 – Intentionally Omitted**

**SERVICE CONDITIONS**

**(Service Conditions 7, 9, 14, 19-20, 22, 26-27, 31 intentionally omitted)**

SC1 Compliance with the Law and the NHS Constitution

SC2 Regulatory Requirements

SC3 Service Standards

SC4 Co-operation

SC5 Commissioner Requested Services/Essential Services

SC6 Choice and Referrals

SC8 Making Every Contact Count and Self Care

SC10 Personalised Care

SC11 Transfer of and Discharge from Care

SC12 Communicating With and Involving Service Users, Public and Staff

SC13 Equity of Access, Equality and Non-Discrimination

SC15 Urgent Access to Mental Health Care

SC16 Complaints

SC17 Services Environment and Equipment

SC18 Green NHS

SC21 Infection Prevention and Control

SC23 Service User Health Records

SC24 NHS Counter-Fraud Requirements

SC25 [Other Local Agreements, Policies and Procedures](#_Toc343591388)

SC28 Information Requirements

SC29 Managing Activity and Referrals

SC30 Emergency Preparedness, Resilience and Response

SC32 Safeguarding Children and Adults

SC33 Incidents Requiring Reporting

SC34 Care of Dying People

SC35 Duty of Candour

SC36 Payment Terms

SC37 Local Quality Requirements

**GENERAL CONDITIONS**

**(General Conditions 6-7, 34-35 intentionally omitted)**

GC1Definitions and Interpretation

GC2 Effective Date and Duration

GC3Service Commencement

GC4 Transition Period

GC5 Staff

GC8 Review

GC9 Contract Management

GC10 Co-ordinating Commissioner and Representatives

GC11 Liability and Indemnity

GC12 Assignment and Sub-Contracting

GC13 Variations

GC14 Dispute Resolution

GC15 Governance, Transaction Records and Audit

GC16 Suspension

GC17 Termination

GC18 Consequence of Expiry or Termination

GC19 Provisions Surviving Termination

GC20 Confidential Information of the Parties

GC21 Patient Confidentiality, Data Protection, Freedom of Information and Transparency

GC22 Intellectual Property

GC23 NHS Identity, Marketing and Promotion

GC24 Change in Control

GC25 Warranties

GC26 Prohibited Acts

GC27 Conflicts of Interest and Transparency on Gifts and Hospitality

GC28 Force Majeure

GC29 Third Party Rights

GC30 Entire Contract

GC31 Severability

GC32 Waiver

GC33 Remedies

GC36 Notices

GC37 Costs and Expenses

GC38 Counterparts

GC39 Governing Law and Jurisdiction

**CONTRACT**

**Contract Title:** Pharmacy NRT Supply

**Contract Ref:** GFPH483

This Contract records the agreement between the Authority and the Provider and comprises

1. these **Particulars**, as completed and agreed by the Parties and as varied from time to time in accordance with GC13 (*Variations)*;
2. the **Service** **Conditions (Shorter Form)**, as published by NHS England from time to time at: [https://www.england.nhs.uk/nhs-standard-contract/](https://www.england.nhs.uk/nhs-standard-contract/;);
3. the **General Conditions (Shorter Form)**, as published by NHS England from time to time at: <https://www.england.nhs.uk/nhs-standard-contract/>.
4. Please note that for the Service Conditions and General Conditions that any reference to ‘Commissioner to be read as ‘Authority’

Each Party acknowledges and agrees

(i) that it accepts and will be bound by the Service Conditions and General Conditions as published by NHS England at the date of this Contract, and

(ii) that it will accept and will be bound by the Service Conditions and General Conditions as from time to time updated, amended or replaced and published by, NHS England pursuant to its powers under regulation 17 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012, with effect from the date of such publication.

**IN WITNESS OF WHICH the Parties have signed this Contract on the date(s) shown below**

| **SIGNED by** | **……………………………………………………….**  **Signature:** |
| --- | --- |
| **Gemma Levi for**  **and on behalf of**  **Suffolk County Council** | **……………………………………………………….**  **Name:**  **Gemma Levi**  **……………………………………………………….**  **Title:**  **Senior Lead for Community Infrastructure| Healthy Behaviours| Children and Families** |

**……………………………………………………….**

**Date: 27/09/2023**

| **SIGNED by** | **……………………………………………………….**  **Signature:** |
| --- | --- |
| **[INSERT AUTHORISED**  **SIGNATORY’S**  **NAME] for**  **and on behalf of**  **[INSERT PROVIDER NAME]** | **……………………………………………………….**  **Name:**  **……………………………………………………….**  **Title:** |

**……………………………………………………….**

**Date:**

*PLEASE NOTE: YOUR AGREEMENT TO THE TERMS AND CONDITIONS OF THIS CONTRACT SHOULD BE CONFIRMED VIA THE PHARMOUTCOMES SYSTEM - PHARMACY NRT SUPPLY CONTRACT SIGN UP.*

|  |  |
| --- | --- |
| **SERVICE COMMENCEMENT AND CONTRACT TERM** |  |
| **Effective Date**  *See GC2.1* | **1st December 2023** |
| **Expected Service Commencement Date**  *See GC3.1* | **1st December 2023** |
| **Longstop Date**  *See GC4.1* | **N/A** |
| **Contract Term** | **2 years**  **(or as extended in accordance with Schedule 1C)** |
| **Option to extend Contract Term**  *See Schedule 1C, which applies only if YES is indicated here* | **YES** |
| **Notice Period (for termination under GC17.2)** | **3 months** |
| **SERVICES** |  |
| **Service Categories** | **Indicate all categories of service which the Provider is commissioned to provide under this Contract.** |
| **Pharmacy NRT Supply** |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
| **GOVERNANCE AND REGULATORY** |  |
| **Provider’s Nominated Individual** | **Name**  **Position**  **Email:**  **Tel:** |
| **Provider’s Information Governance Lead** | **Name**  **Email:**  **Tel:** |
| **Provider’s Data Protection Officer (if required by Data Protection Legislation)** | **Name**  **Email:**  **Tel:** |
| **Provider’s Caldicott Guardian** | **Name:**  **Email:**  **Tel:** |
| **Provider’s Safeguarding Lead** | **Name**  **Email:**  **Tel:** |
| **CONTRACT MANAGEMENT** |  |
| **Addresses for service of Notices**  *See GC36* | **Co-ordinating Authority: Suffolk County Council**  **Address: Endeavour House, 8 Russell Road, Ipswich, IP1 2BX**  **Email:** [**admin.publichealthsuffolk@suffolk.gov.uk**](mailto:admin.publichealthsuffolk@suffolk.gov.uk)  **Provider:**  **Address:**  **Email:** |
| **Local Authority Representative(s)**  *See GC10.2* | **Name:** Julissa Aitkens  **Address:** Endeavour House, 8 Russell Road, Ipswich, IP1 2BX  **Email:** [Julissa.Aitkens@suffolk.gov.uk](mailto:Julissa.Aitkens@suffolk.gov.uk)  **Tel:** 01473 260054 |
| **Provider Representative(s)**  *See GC10.2* | **Name**  **Address:**  **Email:**  **Tel:** |

# SCHEDULE 1 – SERVICE COMMENCEMENT

**AND CONTRACT TERM**

1. **Entire Contract**
   1. This Contract shall take effect on the date it is executed by or on behalf of the Parties (the ‘Commencement Date’).
   2. The Provider shall, subject to having satisfied the Conditions Precedent where applicable, provide the Services from 1st December 2023 (the ‘Service Commencement Date’).
   3. This Contract shall expire automatically on 30th November 2025 (the ‘Expiry Date’), unless it is extended or terminated earlier in accordance with the provisions of this Contract.
   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 Schedule 1 Section A3.
   5. If the Authority gives such notice, the Expiry Date will be extended by the period set out in the notice.
2. **Intentionally Omitted**
3. **Extension of Contract Term**
4. The Authority may opt to extend the Contract Term by 1 year.
5. If the Authority wishes to exercise the option to extend the Contract Term, the Authority must give written notice to that effect to the Provider no later than 3 months before the original Expiry Date.
6. The option to extend the Contract Term may be exercised:
   1. only once, and only on or before the date referred to in paragraph 2 above;
   2. only by all Authority; and
   3. only in respect of all Services
7. If the Authority gives notice to extend the Contract Term in accordance with paragraph 2 above, the Contract Term will be extended by the period specified in that notice and the Expiry Date will be deemed to be the date of expiry of that period.

# SCHEDULE 2 – THE SERVICES

1. **Service Specifications**

|  |
| --- |

**SCHEDULE 2 – THE SERVICES**

**Ai. Intentionally Omitted**

**SCHEDULE 2 – THE SERVICES**

1. **Intentionally Omitted**

|  |
| --- |

**D. Intentionally Omitted**

1. **Other Local Agreements, Policies and Procedures**

| **Not Applicable** |
| --- |

1. **Intentionally Omitted**
2. **Safeguarding Policies**

| * + 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.     2. In addition to Schedule 2 Section K1 the Provider warrants that it will comply with the Authority’s Adult and Child Safeguarding procedures in relation to this Schedule 2 Section K details of which are available on the Authority Website [Report abuse of an adult | Suffolk County Council](https://www.suffolk.gov.uk/care-and-support-for-adults/protecting-people-at-risk-of-abuse/report-abuse-of-an-adult/) and [Keeping children safe | Suffolk County Council](https://www.suffolk.gov.uk/children-families-and-learning/keeping-children-safe/) as may be amended from time to time and notified to the Provider.     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).      * + 1. Pursuant to Schedule 2 Section K1 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).     2. 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.     3. The Authority reserves the right to visit the Provider’s organisation to audit, inspect and monitor the Provider’s compliance with this Section. |
| --- |

# SCHEDULE 3 – PAYMENT

1. **Locally Agreed Adjustments to NHS Payment Scheme Unit Prices**

| **Not Applicable** |
| --- |

1. **Local Prices**

Pharmacies will be paid £2 per NRT item supplied plus reimbursement of drug cost - £2 + drug cost (at drug tariff price) + VAT.

1. **Expected Annual Contract Values**

# SCHEDULE 4 – LOCAL QUALITY REQUIREMENTS

**Not Applicable**

# SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS

1. **Reporting Requirements**

No additional reporting will be required by the Provider and data other than NRT products being supplied, the quantity of NRT products supplied per patient over a period of time will be taken from PharmOutcomes.

**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

1. **Incidents Requiring Reporting Procedure**

Not Applicable

**SCHEDULE 6 – CONTRACT MANAGEMENT, REPORTING AND INFORMATION REQUIREMENTS**

**F.** **Provider Data Processing Agreement**

**Not Applicable**

# SCHEDULE 7 – Intentionally Omitted

# SCHEDULE 8 – Intentionally Omitted