



# **Turning Point Specification Community Pharmacy Counter-Staff Led Take Home Naloxone (THN) Programme**

**Somerset Drug and  
Alcohol Service (SDAS)  
Community Pharmacy  
Agreement  
(Part A)**

April 2024

## SERVICES AGREEMENT

AN AGREEMENT BETWEEN Turning Point, registered in England number **00793558** whose registered office is at America House, 2 America Square, London EC3N 2LU (hereinafter referred to as 'Company') and the person, firm or company shown in Schedule A (hereinafter referred to as 'Contractor')

### **WHEREAS:**

- (i) Company has asked Contractor, described in Schedule A, to provide certain services ('the Services') as described in Schedule B to this Agreement.
- (ii) Contractor has agreed to provide the Services in accordance with the terms set out below and in consideration of the payments herein agreed to be made.

together the **"Parties"**, or each, individually, a **"Party"**.

### **IT IS AGREED AS FOLLOWS:**

#### **1.0 Appointment and Term**

- 1.1 Company hereby engages Contractor to carry out the Services and Contractor hereby agrees to provide the Services on the following conditions.
- 1.2 This Agreement shall be in substitution for any terms previously in force between the Parties.
- 1.3 Contractor's appointment shall commence from (or shall be deemed to have commenced from) and (subject to the powers of termination hereinafter contained) continue to the respective dates set out in Schedule B to this Agreement. These dates are agreed on the basis that, normal circumstances prevailing, the Services shall have been completed to the satisfaction of the Company.
- 1.4
  - a) Subject to clause 1.4 (b), Contractor will perform the Services personally, or will assign the Services to the person or persons named in Schedule A
  - b) If for any reason the person or persons named in Schedule A is no longer available, Contractor will replace him/her immediately by another person or persons of equal competence.
- 1.5 It is agreed that, for the purposes of carrying out the Services under this Agreement, Contractor is an independent contractor who shall not hold itself out as or purport to be an employee of Company. Nothing in this Agreement shall be deemed to imply that the relationship between Company and Contractor under this Agreement is that of master and servant, principal and agent or employer and employee.

- 1.6 If either party shall be prevented from carrying out its obligations under this Agreement due to causes beyond its reasonable control including, without prejudice to the generality of the foregoing, strikes, lock-outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, then:
- a) subject to 1.6 (b) and (c), that party's obligations under the Agreement shall be suspended during the period and to the extent that that party is prevented or hindered from performing its obligations under the Agreement;
  - b) the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause. The omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party;
  - c) In the event that the cause continues for more than one month either party may terminate this Agreement immediately and without notice.
- 1.7 This Agreement, including the attached Schedules, contains the whole Agreement between the Parties. This Agreement may not be altered, amended or modified except in writing signed by duly authorised representatives of the Parties which in the case of Company is the Procurement Manager.

## **2.0 Scope of Appointment**

- 2.1 During the continuance of this Agreement Contractor shall provide the Services with due care and skill and to the best of Contractor's ability.
- 2.2 Contractor undertakes that appropriate time will be spent (if appropriate at Company) (including the preparation of any documentation) to ensure completion of the Services within any set deadlines.
- 2.3 The Services shall conform with the particulars (if any) set out in Schedule B. Contractor shall ensure that the Services are performed in time, and to the skilled and expert standards to be expected in the provision of such Services. Contractor should exercise and carry out such functions and observe all such directions as Company may lawfully direct, give or impose upon Contractor within the scope of the Services.

- 2.4 Liaison relating to technical and/or operational matters in respect of the Services shall be dealt with by the Parties' respective representatives identified in Schedule A.
- 2.5 Liaison relating to commercial and/or contractual matters shall be dealt with on behalf of Company by the Procurement Manager who is the only person empowered to amend any of the terms of this Agreement on behalf of Company with Contractor.

### **3.0 Assignment and Mutual Confidentiality**

- 3.1 Except as provided in this Agreement, Contractor shall not delegate assign or sub-contract the performance of the Services or any duties or obligations arising under this Agreement.
- 3.2 Contractor shall not assign the benefit of this Agreement without the prior written approval of the Company.
- 3.3 Contractor shall not either during or after the termination of this Agreement without limit in point of time divulge or communicate to any person or persons any secret or confidential or other information which Contractor may receive or obtain in relation to the affairs of Company or the working of any process or invention which is carried on or used by Company or which Contractor may make or discover during this Agreement and shall not for Contractor's own purposes nor for any purposes other than those of Company use or disclose any information or knowledge of a confidential nature which Contractor may from time to time acquire in relation to Company. Contractor shall ensure that its employees or agents also observe the provisions of this clause.

### **4.0 Termination**

- 4.1 This Agreement may be terminated by Company or Contractor giving not less than twenty-eight (28) days' written notice at any time after the commencement date.
- 4.2 This Agreement shall be subject to termination by Company by summary notice in writing in the circumstances set out in clauses 1.4(b), 1.6(c) or if Contractor shall have:-
  - a) committed any serious breach or repeated or continued (after reasonable warnings) any material breach of its obligations hereunder including failing to supply the Services on time and failing to supply the Services to the quality or standard required; or
  - b) been guilty of conduct tending to bring itself or the Company into disrepute; or
  - c) failed to discharge its duties hereunder efficiently or diligently.

- 4.3 On the termination of this Agreement howsoever arising Contractor shall forthwith deliver to Company all books documents papers and other property of or relating to the business of Company which may then be in Contractor's possession or under its control, unless prohibited by law. In relation to the Pharmacy Needle and Syringe Programme this would include the unused needle and syringe pharmacy packs and associated paraphernalia supplied by the supplier.
- 4.4 Termination of this Agreement shall be without prejudice to any rights which have accrued at the time of termination.
- 4.5 Any termination notice sent by first class post to the address set out in Schedule A party shall be deemed to have been received two working<sup>1</sup> days from the date of posting.
- 4.6 No forbearance or indulgence by Company or Contractor in enforcing any condition of this Agreement shall prejudice or restrict Company's or Contractors rights or powers under this Agreement and no waiver of any breach shall operate as a waiver of any subsequent or continuing breach.

## **5.0 Indemnity and Insurance**

- 5.1 Contractor agrees to indemnify and keep indemnified the Company from and against any or all direct losses, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company resulting from a breach of this agreement by Contractor (including employee's or agents of Contractor) including:
- a) breaches in respect of any matter arising from the provision of the Services resulting in a successful claim from any third party;
  - b) any Court action against Company for infringement of any copyright or intellectual property used by Contractor, or by Company in accordance with Contractor's instructions or with Contractor's consent.
- 5.2 Subject to clause 5.1, the total aggregate liability of each Party to the other whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with this Agreement will be a maximum of the total fees paid or payable under this Agreement.
- 5.3 Neither Party will be liable to the other Party for any indirect or consequential loss or damage including, without limitation, any indirect loss of business or profits in each case whether arising from negligence, breach of contract or otherwise.
- 5.4 Contractor agrees to maintain at its own cost a comprehensive policy of insurance to cover:

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<sup>1</sup> Monday to Friday are defined as the working days in this agreement

- a) public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;
- b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims;
- c) professional indemnity insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover.

## **6.0 Payment Terms**

- 6.1 In consideration of the provision of the Services, Company (via its agent Neo 360) shall pay to Contractor such amounts, and in accordance with the procedures, as are set out in Schedule 1, including payment within 45 days of the claim deadline.
- 6.2 The amounts set out in Schedule 1 of Part B of this Agreement are on a fixed price basis and any modifications or variations to those amounts will be agreed through consultation with the Local Pharmaceutical Committee. Any subsequent changes will be reflected in the issue of a new agreement.
- 6.3 Applicable to Rochdale and Oldham Active Recovery (ROAR) Service contracts only – the amounts set out in Schedule 1 of Part B of this Agreement are on a fixed maximum price basis for the initial 6 months of the Agreement. Following this period consultation will take place around payment amounts and Service provision. Any price change will not come into effect until one month after notice of price increase is given.

## **7.0 Value Added Tax**

- 7.1 The Charges stated under this Agreement are set out exclusive of any value added tax ("VAT") which shall be added at the prevailing rate as applicable and paid by the Company following delivery of a valid tax invoice by the Contractor, in addition to the sums payable by the Company.

## **8.0 Taxes**

- 8.1 Any payment of or responsibility for any VAT, income tax or other taxes, national insurance as a self-employed person or similar impost or other such payment of a fiscal nature which may be found due in respect of the appointment and the payment of fees by the Company to Contractor hereunder (together referred to as "the Taxes") shall be exclusively borne by Contractor.

## **9.0 Law**

- 9.1 The construction, performance and validity of this Agreement will be governed by the laws of England, and the Parties hereby agree to submit to the jurisdiction of the English Courts.

## **10.0 Data Protection**

- 10.1 For the purposes of this section:

- a) "Data Controller", "Data Processor", "Data Subject", "Personal Data", Data Protection Officer shall have the same meaning set out in the Data Protection Legislation;
- b) "Data Protection Legislation" means the EU General Data Protection Regulation EU 2016/679 as retained by the UK law under the European Union (Withdrawal) Act 2018 ("GDPR") the Data Protection Act 2018 to the extent that its applicable, and any subordinate legislation made under such Acts from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
- c) "Process" and "Processing" shall have the same meanings as set out in the Data Protection Legislation but for the purposes of this Agreement shall include both manual and automatic processing.

- 10.2 With respect to the Parties' rights and obligations under this Agreement, the Parties agree that:

10.2.1 Personal Data processed by the Contractor in providing Services under this Agreement (for example, patient details, medical history and treatment details), the Contractor shall be the sole Data Controller; and

10.2.2 Personal Data, the processing of which is required by the Company and/or the Head Contractor for the purposes of quality assurance, performance management and contract management the Company and/or the Head Contractor and the Contractor will be independent Data Controllers.

- 10.3 Each of the Parties will comply with the following in relation to any Personal Data which it Processes in connection with the Agreement. It will:

10.3.1 Process that Personal Data in accordance with the Data Protection Legislation, affording to Data Subjects such rights and protections as they have under the Data Protection Legislation;



- 10.3.2 Process that Personal Data only for the purpose of carrying out the Agreement;
- 10.3.3 Take such technical and organisational measures as may be appropriate to ensure the security of that Personal Data and the reliability of its employees, staff, officers and agents who may have access to, or be involved in, the Processing of that Personal Data. Without prejudice to the generality of the foregoing, it will keep that Personal Data secure from any unauthorised or accidental use, access, disclosure, damage, loss or destruction;
- 10.3.4 Give the other Party such information and assistance as it reasonably requires in order to enable the other party to meet its obligations to Data Subjects, in particular complying with Data Subjects requests for access to, information about, and the rectification of their Personal Data;
- 10.3.5 Comply with the provisions of any data sharing agreement entered into by both Parties.
- 10.4 Each Party must exercise its reasonable endeavours to ensure the accuracy of any Personal Data processed in carrying out its obligations under the Agreement and that where necessary such Personal Data is kept up to date.
- 10.5 Neither party shall Process or otherwise transfer any Personal Data in or to any country outside the UK/European Economic Area unless:
  - a) it has provided appropriate safeguards in relation to the transfer in accordance with Chapter V of the GDPR;
  - b) the Data subject has enforceable rights and effective legal remedies;
  - c) it complies with the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - d) it has informed the other Party.
- 10.6 The Parties will agree to any reasonable amendment to this Agreement to bring it into line with Data Protection Legislation.



<b>Signed for and behalf of Company: Turning Point</b>
<b>Signature:</b>
<b>Print Name:</b>
<b>Position:</b>
<b>Date:</b>
<b>Signed for and on behalf of Contractor:</b>
<b>Signature:</b>
<b>Print Name:</b>
<b>Position:</b>
<b>Date:</b>

## SCHEDULE A

### CONTRACTOR AGREEMENT CONTACT \*:

<b>Pharmacy name and branch where applicable *:</b>	
<b>Names of key contacts assigned to provide service *:</b>	
<b>Address *:</b>	
<b>Email:</b>	
<b>Tel No.</b>	
<b>Website:</b>	

\* For corporate/multiple pharmacy bodies please complete the table below with regards to your pharmacy branches that will be engaging with the needle and syringe programme enhanced service

Branch name and number (where applicable)	Address	Key contact in pharmacy and role

**COMPANY AGREEMENT CONTACT:**

<b>Name:</b>	Turning Point
<b>Address:</b>	[ENTER ADDRESS]
<b>Name of individual to provide services:</b>	[ENTER NAME]
<b>Tel No:</b>	[ENTER PHONE]
<b>Email:</b>	[ENTER EMAIL]

**COMPANY FINANCE CONTRACT:**

<b>Name:</b>	Accounts Payable
<b>Address:</b>	The Exchange 3 New York Street M1 4HN
<b>Tel No.</b>	0161 238 5100
<b>Email:</b>	accounts.payable@turning-point.co.uk

## **SCHEDULE B**

### **SERVICES:**

The supply and delivery of the Take Home Naloxone (THN) from Community Pharmacies as outlined in TP Pharmacy Specification.

### **DATES FOR PROVISION OF SERVICES:**

<b>Start Date: 1<sup>st</sup> April 2024</b>
<b>End Date: 31<sup>st</sup> March 2026</b>

### **DELIVERABLES:**

<b>The following item(s) must be delivered to the Company as a result of this Agreement:</b>
Outlined in the <i>Turning Point Specification for Take Home Naloxone: Community Pharmacy Agreement</i> (attached)

### **METHOD OF MEASUREMENT:**

<b>The Services provided by the Contractor shall be measured using:</b>
Outlined in the <i>Turning Point Specification for Take Home Naloxone Programme: Community Pharmacy Agreement</i> (attached)

Agreement sum:

Outlined in the *Turning Point Specification for Take Home Naloxone Programme Community Pharmacy Agreement Part B* (attached): *Schedule 1 – Payments* (attached)