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|  | **Sub-contractor Agreement** |
|  |  |
|  | 1st April 2022Model 1 – xxxxxxxxPharmacy |

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#  **SUBCONTRACT AGREEMENT**

Between

**Everyone Health Ltd**

And

XXXXXXXXX

This subcontractor agreement is entered into on hereinafter referred to as the Agreement, between **Everyone Health Ltd** (hereinafter referred to as the Company) and Peaches Pharmacy (hereinafter referred to as the Subcontractor).

This Sub Contractor Agreement (the Agreement) is effective from **1st April 2022** until **30th June 2022** (the Term) with agreed monthly reviews. This Term can be extended or terminated subject to not less than 4 weeks prior notice ahead of the termination date.

The agreement supersedes any previous agreement.

The terms and conditions in this Agreement together with any attachments constitute the entire agreement between the **COMPANY** and **SUBCONTRACTOR,** collectively known as **‘THE PARTIES.’**

This Agreement comprises:

1. the signature page
2. the Terms and Conditions
3. Schedule 1 – The Services
4. Schedule 2 – Service Fees
5. Schedule 3 – Agreed Premises
6. Schedule 4 – Nominated Officers

Which in the event of any conflict shall take precedence in the order in which they appear above. The Agreement effected by the signatures of the Parties constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations or understandings whether written or oral. This Agreement may only be amended in writing in accordance with clause 6 of the Conditions.

**THE SIGNATURE PAGE**

The Company trading as **Everyone Health Ltd** and the Subcontractor Peaches Pharmacy agree to the terms, covenants and conditions of the agreement herein.

|  |  |
| --- | --- |
| **The Company** | **The Subcontractor** |
| Everyone Health Ltd3 Watling Drive,Sketchley Meadows,Hinckley,Leicestershire,LE10 3EY | Subcontractor Address: |
| **Signature on behalf of the Company:** | **Signature on behalf of the Subcontractor:** |
| **Print Name:**  | **Print Name:** |
| **Title**: Service Manager –  | **Title**: |
| **Date:**  | **Date:** |

# **TERMS AND CONDITIONS FOR SUBCONTRACTOR AGREEMENT**

**CONDITIONS**

1. **DEFINITIONS AND INTERPRETATION**
	1. In this agreement save where otherwise specifically defined in this Agreement or unless the context otherwise requires the following expressions shall have the following meanings:

 **“Agreed Premises”** means the premises set out in Schedule 3 used for the provision of the Services.

 **“Conditions”** means clauses 2 to 22 of this Agreement.

**“Confidential Information”** means any information or data in whatever form disclosed, which by its nature is confidential or which the Disclosing Party acting reasonably states in writing to the Receiving Party is to be regarded as confidential, or which the Disclosing Party acting reasonably has marked ‘confidential’ (including, without limitation, financial information, or marketing or development or work force plans and information, and information relating to services or products) but which is not Patient Health Records or information relating to a particular Patient, or Personal Data, or information to which the FOIA would apply.

 **“Defaulting Party”** has the meaning given to it in clause 7.2.

 **“Disclosing Party”** has the meaning given to it in clause 8.1.

 **“Dispute”** means a dispute between the Parties in Dispute arising out of or in connection with this Agreement.

 **“Due Date”** has the meaning given to it in clause 5.

**“Force Majeure”** means an event or circumstance which is beyond the reasonable control of the Party claiming relief under clause 13 (Force Majeure), including without limitation war, civil war, armed conflict or terrorism, strikes or lock outs, riot, fire, flood or earthquake, and which directly causes that Party to be unable to comply with all or a material part of the its obligations under this Contract, but excluding Major Incidents.

**“Material Breach”** means a breach that is substantial and operates to excuse further performance by the aggrieved party. A material breach destroys the value of the contract and gives rise to an action for breach of contract in accordance with clause 7.2.

**“Nominated Officers”** means the person(s) nominated by each Party in accordance with clause 14 and Schedule 4.

**“Normal Working Hours”** shall mean the hours of operation between 09.00 and 17.00

**“Permitted Third Party”** means any one of the Care Quality Commission, the Independent Regulator on NHS Foundation Trusts, the National Audit Office, a representative of the local Health Watch, or authorised members of the Commissioner’s Patients’ Forum.

 **“Receiving Party”** has the meaning given to it in clause 8.1.

**“Services Fee”** shall mean the fee payable to the Subcontractor by the Company under the Agreement for the full and proper performance by CUH of the Services as set out in Schedule 2.

 **“Specification”** meansthe specification of the Services as set out in Schedule 1.

* 1. A reference to the singular shall include the plural and vice versa and a reference to a gender shall include any gender.
	2. The headings in this Agreement shall not affect its interpretation.
	3. Reference to clauses, sub-clauses and schedules are to clauses, sub-clauses and schedules of this Agreement.
1. **THE SERVICES**
	1. The subcontractor agrees to supply the provision of:

**Referrals to Redbridge Stop Smoking Service in line with the standard treatment protocol.**

The service/s of referrals will be provided by Peaches Pharmacy according to the specification included as Appendix 1

* 1. This agreement is until **June 2022** (‘the term’) with an agreed monthly review.
	2. In consideration of the Services Fee and, subject to the terms of this **Agreement**, the Parties undertake during the Term to provide the Services at the Agreed Premises and on such times and dates as are specified in Schedule 1.
1. **PREMISES, EQUIPMENT & FACILITIES**
	1. Both Parties will ensure that they will comply with the Health and Safety at Work Act 1974 and that all other applicable legal requirements and standards relating to the health and safety of those individuals performing the Services are met.
2. **STANDARD AND PERFORMANCE OF SERVICES**
	1. The Subcontractor will provide a service in line with the standards shown in Schedule 1.
	2. The Subcontractor is required to ensure those listed (employed by the Subcontractor) are appropriately qualified, experienced and maintain their professional registration.
	3. The Subcontractor agrees to provide the required clinical supervision as deemed necessary for those involved this service.
	4. The Subcontractor is required to ensure all those employed and working on this ‘Stop Smoking Service’ have achieved successful Disclosure and Barring Service (DBS) check.
	5. The Parties will use their reasonable endeavors to ensure that all staff receive such training and instructions as are appropriate and adequate for the performance of the Services and those Services are carried out with due care and diligence.
	6. The Parties will supply each other with all such information and documentation which might reasonably be required to enable them to supply the Services and any information which the Parties request for that purpose will be made available as soon as reasonably practicable.
	7. Both Parties will be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the provision of the Services properly and efficiently in accordance with this Agreement.
	8. The Subcontractor shall perform services as authorised by the Company, all work shall be performed according to the specific requirements of the Company under the conditions of this Agreement.
	9. The Subcontractor shall provide and perform the agreed Services for the agreed Term, in accordance with the main contract the Company holds with the commissioning Authority (Redbridge Borough Council), the requirements of the Schedules and the Quality Outcome Indicators as referenced in the contract specification:
3. using the skill, care and diligence to be expected by Best Professional Practice;
4. in accordance with Good Clinical Practice; and
5. in accordance with Law.
	1. The Subcontractor shall also during the Term:
6. ensure that its staff comply with all the obligations under this Agreement;
7. maintain sufficient resources to fulfil its obligations under this Agreement;
8. ensure that the staff attend, participate and co-operate fully with the Company during any review meetings which may be held from time to time;
9. act in such a way so that the name and good repute of the Council and the Company to ensure they are not brought into disrepute or otherwise adversely affected;
10. notify the Nominated Officer of the Company immediately of any significant change in circumstances that might affect delivery of the Services.
11. remain registered with the CQC in accordance with the Care Standards Act 2000 and ensure it complies with its statutory obligations under the Care Standards Act 2000.
	1. The Subcontractor shall demonstrate to the Company that it operates systems by which it satisfactorily and effectively implements its written policies in at least the following areas:
12. employee/workforce deployment systems,
13. health and safety aspects of work management and Service delivery,
14. effective recruitment, management, support, induction and training of staff
15. equal opportunities issues,
16. referrals management,
17. administering medication,
18. account management, and
19. Business Continuity and Disaster Recovery management.
20. **PRICE AND PAYMENT**
	1. The Subcontractor may submit an invoice to the Company monthly in arrears, as per the agreed template (appendix 2).
	2. Invoices should record detail of completed work in line with the Specification.
	3. The invoice amount shall be exclusive of VAT which shall be payable, if applicable.
	4. If payment is not made in line with agreed payment conditions, the Subcontractor, under the Late Payment of Commercial Debts (Interest) Act 1998, may cancel and/or suspend the service until payment is received.

The Company agrees to the following price from the Subcontractor referrals appropriately to the Stop Smoking Service: when referrals quit statuses are established by **Everyone Health Ltd** at 4 weeks (25 - 42 days) & 12 weeks (79 – 105 days) from quit dates set.

The referral service is to be provided by **XXXXXXX Pharmacy**

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| **Item** | **Price** | **Notes** |
| Referral to meet service specifications & register with Everyone Health Ltd4 Week quit confirmed by Customer to Everyone Health Ltd. | £5.00£20.00 | . Payment 30 days after receiving referral/s Payment 30 days after quit status is established by **Everyone Health Ltd** at 4 weeks (25 - 42 days) from quit dates set. |

* 1. The Company shall pay the Subcontractor within 30 days of the month following receipt of an approved invoice as above for example an invoice dated 20/09/2020 will be paid on 31/11/2020.
	2. In the event that:
* the Parties agree to amend the Service Specification; or
* the provider notifies the commissioner in writing that there has been a material change (upwards or downwards) in the amount of work and/or activity levels and/or costs involved in performing the Services

the Parties shall correspond as soon as reasonably practical and shall negotiate in good faith in order to agree a revision to price of the service

1. **VARIATIONS**
	1. In the event that either Party requires a change to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing. Such change(s) shall not come into effect until a written acceptance of the proposed change(s) by both Parties’ Nominated Officers as contained in clause 14, detailing any consequential amendments, is signed by both Parties’ authorised signatory.
	2. Without prejudice to clause 6.1 any variations agreed by the Parties shall be in writing and signed by the Parties’ authorised signatory as above.
	3. A record of any variation agreed by the Parties shall be numbered and dated and each Party will be entitled to an original counterpart of the record of variation.
	4. Save as provided for in any such variation the Agreement will continue in full force and effect.
2. **TERMINATION**
	1. Either party shall be entitled to terminate this Agreement at any time during the Term by giving the other Party 4 (four) weeks’ written notice of termination.
	2. Subject to both Parties compliance with clause 15 either Party shall be entitled to terminate the Agreement without liability to the other defaulting Party **(“the Defaulting Party”**) by giving no less than 4 (four) weeks’ notice to the Defaulting Party. This notice may be given at any time if the Defaulting Party commits a **(**“**material breach”)** of the Agreement. If the breach is capable of remedy, such termination may not take place if the breach is remedied or substantive steps are taken to remedy it within 14 (fourteen) days from the date of receipt by the Defaulting Party of notice from the other Party identifying the breach and requiring its remedy.
	3. Notwithstanding anything contained elsewhere in this Agreement, the provisions contained in clauses 5, 7, 8, 9 and 19 shall survive the expiry or termination of this Agreement however caused and shall continue thereafter in full force and effect.
3. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY**
	1. All written information and data made available by one Party **(“the Disclosing Party”)** to the other **(“the Receiving Party”)** hereunder is confidential **(“Confidential Information”)** and each Party undertakes to treat such Confidential Information with the same care as it would reasonably treat its own confidential information.
	2. Each Party will use all best endeavors to ensure that the Confidential Information is not copied or disclosed to any third party whatsoever.
	3. Upon written request of the Disclosing Party or expiration or termination of this Agreement the Receiving Party will return to the Disclosing Party all Confidential Information not previously returned.
	4. The obligations contained in this clause 8 will survive termination of this Agreement by 10 (ten) years.
	5. Information shall not be considered as Confidential Information where it is:
4. already in the public domain other than through default of the Receiving Party;
5. already in the Receiving Party’s possession with no obligation of confidentiality; or
6. independently developed by the Receiving Party without reference to the Confidential Information.
	1. Any samples, plans, drawings or information relating to the Services supplied to or specifically produced by one Party for the other, together with the copyright, design rights or any other intellectual property rights in the same, shall be the exclusive property of the Disclosing Party and shall be used solely by the Receiving Party for the purposes of this Agreement.
	2. Nothing in this clause 8 shall prevent either Party disclosing such confidential information as is reasonably requested by Permitted Third Parties in accordance with the provisions of clause 12.4 provided that such Permitted Third Parties undertake to observe like obligations of confidentiality as are herein contained in respect of such Confidential Information.
	3. The Subcontractor is required to comply with the terms and conditions appertaining to confidentiality. All Subcontractors working for the Company are bound by a legal duty to protect the Company’s confidentiality, including:
		* + 1. The service delivery intervention design and model
				2. Service manuals and resources
				3. Software solution, design and model
				4. Company commercial information
				5. Service results, research, evaluation
				6. Other such information which is considered commercially sensitive and / or IP associations

This means that the Subcontractor, without exception, to strictly keep and protect all Company confidential secrets. The items recorded above, whilst it is intended to provide a clear guide to all Subcontractors, it should be noted that in the event that a Subcontractor comes into contact with identifiable Company information, it must, at all times be treated with the same degree of diligence and care.

8.9 This Agreement ensures that both Parties comply with statutory requirements which are:

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| The Data Protection Act 1998 | The Human Rights Act 1998 |
| Copyright Designs and Patents Act 1990 | The Freedom of Information Act 2000 |
| The Computer Misuse Act 1998 | Common Law Duty of Confidentiality |
| The Care Act 2014 | The General Data Protection Regulation (Regulation (EU) 2016/679) |

1. **INSURANCE AND LIABILITY**
	1. Each Party shall maintain in force at its own cost such insurance policies as are required having regard to its obligations and liabilities under this Agreement. The obligation will be satisfied through membership of the NHS Litigation Authorities Clinical Negligence Scheme for Trusts, the Liabilities to Third Parties Scheme and the Property Expenses Scheme. As a minimum, this amounts to the following levels:
		* + 1. Public Liability insurance with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims;
				2. employer's liability insurance with a limit of indemnity of not less than £15,000,000 (fifteen million pounds);
				3. professional indemnity insurance with a limit of indemnity of not less than £2,000,000 (two million pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants and sub-contractors involved in the provision of the Services hold and maintain appropriate cover;
				4. clinical negligence insurance with a limit of indemnity of not less than £5,000,000 (five million pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants and sub-contractors involved in the provision of the Services hold and maintain appropriate cover;
	2. Without prejudice to its liability for breach of any of its obligations under this Agreement each Party shall be liable to the other for and shall indemnify and shall keep indemnified the other Party against any liability, loss, costs, expenses, claims or proceedings whatsoever in respect of:
2. any loss of or damage to property (whether real or personal*)*, and
3. any injury to any person, including injury resulting in death

In consequence of or in any way arising out of its negligence or breach of contract in connection with the performance of this Agreement or of the provision of the Services including without limitation goods or equipment, agents, sub-contractors and anyone else involved in or employed or engaged by either Party in connection with the provision of the Services except insofar as such loss, damage or injury shall have been caused by any act or omission undertaken in strict accordance with the instructions of the other Party or by any act or omission or negligence on the part of the other Party, its agents, sub-contractors and anyone else involved in or employed or engaged by that Party.

* 1. A Party’s liability for loss or damage to property under clause 9.2.a shall not exceed the value of the Services Fee.
1. **OBLIGATIONS & INDEMNIFICATION**
	1. The Subcontractor agrees to indemnify the Company from any claims, damages, losses and costs, caused by breach of contract, negligence or any other professional wrong doing. The Subcontractor further agrees to its responsibility to ensure all personnel are appropriately insured, including Public Liability, Medical Practice and that appropriate professional registrations are in place. The Subcontractor is obliged to inform the Company of any malpractice, or competence issues raised in relation to the individuals providing this service.
	2. The Subcontractor shall also:
		* + 1. maintain such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Subcontractor in the provision of the Services on the expiry or termination of this agreement (including without limitation identification of the Eligible Employees);
				2. promptly provide to the Company such documents and information mentioned in clause 10.2(a) which the Company may reasonably request in advance of the expiry or termination of this agreement; and
				3. fully cooperate with the reasonable requests of the Company relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the sub-contractor in the provision of the Services on expiry or termination of the agreement.
2. **CODE LAWS & REGULATIONS**
	1. The Subcontractor will ensure full compliance with applicable legislation including Codes, Laws, and customary standards that are declared in force by statute/regulatory authority during the period this agreement remains in force.
3. **DATA**
	1. The Subcontractor agrees to ensure that all Company information in its possession including patient information contained in the Company’s software solution, relating to the Subcontractor’s Scope of Services remains private and confidential and the unequivocal property of the Company. The Subcontractor further agrees to comply with the Data Protection Act and GDPR legislation as detailed by I.C.O (Information Commissioners Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF).
	2. The Company agrees to ensure that all Subcontractor’s information in its possession regarding patient information not relating to their patients, contained in the Company’s software solution, remains private and confidential and the unequivocal property of the Subcontractor. The Company further agrees to comply with the Data Protection Act and GDPR legislation as detailed by I.C.O (Information Commissioners Office Wycliffe House Water Lane Wilmslow Cheshire SK9 5AF).
	3. The Subcontractor may also store patient information on their internal database solution if needed in line with patient consent, information governance, HSCIC, the Data Protection Act and GDPR legislation detailed by the I.C.O.
	4. All data requirements must be completed to the fullest extent.
4. **FORCE MAJEURE**
	1. No Party shall be in breach of the Agreement if there is any total or partial failure of performance by it of its duties and obligations under the Agreement occasioned by an event of force majeure including by way of illustration and not exclusively; any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining raw materials, energy or other supplies, labour disputes of third parties of whatever nature and any other reason beyond its control.
	2. A Party’s obligations under the Agreement shall be suspended during the period for which the reason described in clause 13.1 continues and as soon as it is reasonably practicable after the said reason ceases to exist that Party shall give written notice to the other Party of that fact. If such reason continues for a period of more than 14 (fourteen) days either Party shall have the right to terminate the Agreement upon giving 14 (fourteen) days’ notice of termination to the other Party.
5. **NOMINATED OFFICERS**
	1. As of the Effective Date, the persons or their deputies nominated by the Parties to monitor performance of the Service, receive notices, agree variations and conduct the annual review meeting as specified in clause15.1 herein are set out in Schedule 4.
	2. Either Party may change its Nominated Officer by giving reasonable written notice hereunder.
6. **INFORMATION AND MONITORING**
	1. The Nominated Officers will meet on a monthly basis to consider any issues arising from the operation and performance of this Agreement, with agreement to meeting quarterly should both parties agree.
	2. The Subcontractor will comply with the data collection agreement protocol and agreed reporting timescales as stated in Specification.
	3. If not practicable within the meetings referred to in clause 15.1, additional meetings may be called by either party when specific performance measures are triggered. These non-exhaustive triggers include:
		* + 1. Activity rates are + / - 10% of the predicted forecast per quarter
				2. Performance queries from either Party to this contract or a Permitted Third Party.
				3. Agreed delivery protocols are breached by either party (as agreed in Schedule 2).
	4. The Subcontractor shall, during Normal Working Hours throughout the Term, permit the Company’s Nominated Officer unrestricted access to the Subcontractors relevant Staff, facilities and premises for the purpose of monitoring work and conducting patient / service observations, carried out by the Subcontractor in connection with this Agreement, provided that the Company shall have given the Subcontractor 2 (two) Normal Working Days prior written notice and patient consent is sought where applicable.
	5. If at any time during the Term either Party becomes aware of any act or omission or proposed act or omission which hinders or prevents its performance of this Agreement it shall notify the other Party of the same without delay.
	6. The Parties shall on reasonable notice comply with all written requests made by Permitted Third Parties as reasonably required in connection with the performance of their functions for:
* entry to the Parties’ premises at any reasonable time for the purpose of inspecting the provision of the Services; and
* information used, generated or provided under the Services,

and the Parties shall give all such assistance and provide all such information and facilities as the Permitted Third Parties may reasonably require.

1. **POSTPONEMENT AND CANCELLATIONS**
	1. Where either Party is unable to provide the Services on any date under the Agreement because of the postponement or cancellation or default by the other Party (or because of the non-delivery of the intended equipment relating to the Services at the location where the Services are to be provided under the Agreement on that date) then without prejudice to any other remedy which the Parties may have the Parties shall be entitled to invoice where necessary in accordance with clause 5 for the costs charges and expenses incurred as a result of such postponement, cancellation or default or non-delivery.
2. **NOTICES**
	1. Any notice or other document to be given under the Agreement shall be in writing and shall be deemed to have been duly given if left or sent: -
		* + 1. by hand; or
				2. by first class post; or
				3. by Recorded Signed For or Special Delivery post; or
				4. by facsimile or e-mail, (the electronic media)

to the Nominated Officer of a Party at the addresses or relevant telecommunications number for such Party or such other address or number as the Party may from time to time designate by written notice to the other for such purpose.

* 1. Any notice or other document shall be deemed to have been received by the addressee 2 (two) Normal Working Days following the date of dispatch of the notice or other document by post or where the notice or other document is sent by hand or is given by electronic media simultaneously with the delivery or transmission but only if, following transmission of the electronic media, the sender does not receive a non-delivery message. To prove the giving of a notice or other document it shall be sufficient to show that it was dispatched.
1. **REMEDIES FOR NON-PERFORMANCE**
	1. In the event of a Party not performing according to the agreed terms of the Agreement, the following procedure will apply:-
2. Where one Party considers that the other Party has not performed its obligations under the Agreement, that Party may request a meeting with the other Party by giving 2 (two) weeks’ notice in writing. Such meeting to include the Nominated Officers and representatives of the Parties responsible for the provision and receipt of the particular Services which have been under performed.
3. Following such meeting, the Party which has not performed adequately will be given a reasonable period to resolve such non-performance to the satisfaction of the other Party.
	1. Where the Party requesting such meeting is not reasonably satisfied that the other Party’s non-performance has been resolved, that Party will have the right, at its discretion, either to resolution in accordance with clause 19 or to termination of the Agreement in accordance with clause 7.2.
4. **DISPUTE RESOLUTION PROCEDURE**
	1. Where a Party under clause 18.2 agrees to resolve any dispute which arises out of this Agreement **(“Dispute”)** by negotiation, then each Party is to be represented by a person who: -
5. is a senior manager or person of equivalent status with a Party, and
6. has had no direct day to day involvement in the relevant matter to settle the Dispute.
	1. If the Parties are unable to settle any Dispute by negotiation under clause 16.1 within 30 (thirty) days of commencement of negotiations, the Parties will attempt to settle the Dispute by mediation in accordance with the Model Mediation Procedure of the Centre for Effective Dispute Resolution.
	2. If after Mediation the Dispute remains unresolved between the Parties, the Dispute shall be referred to and finally resolved by arbitration under the Rules of the Chartered Institute of Arbitrators.
	3. Unless this Agreement has already been terminated, the Parties shall, notwithstanding that any Dispute is subject to the dispute resolution procedure set out in this clause 16, continue to carry out their obligations in accordance with this Agreement.
7. **NON-SOLICITATION**
	1. During the Term and for a period of 2 (two) years after termination, neither Party shall solicit any employee engaged in the provision of the Services, including in the case of the Provider its Staff, without the other Party’s prior written consent.
	2. Neither Party shall be considered to be in breach of their obligations in clause 20 where an individual becomes an employee of, or engaged by, a Party as a result of a response by that individual to an advertisement placed by or on behalf of the relevant Party for the recruitment of staff and where it is apparent from the wording of the advertisement, the manner of its publication or otherwise that the principal purpose of the advertisement was equally likely to attract applications from individuals who were not employees or Staff of the relevant Party.
8. **SERIOUS INCIDENTS AND PATIENT SAFETY REPORTING**
	1. The Subcontractor will notify the Company should any member of staff provided under this agreement: -
		* + 1. be involved in an incident where patient harm has resulted
				2. act in any way as to cause concern to the Commissioner
				3. fail to fulfil their duties to a level as expected under the appropriate professional registration
9. **COMPLAINTS**
	1. Both Parties shall each operate and publicise a complaints procedure that complies with the law and in particular the Regulations as amended, re-issued or replaced from time to time.
10. **APPLICABLE LAW, DATA PROTECTION AND FREEDOM OF INFORMATION**
	1. This Agreement shall be governed by and construed according to English Law.
	2. A person who is not a party to this Agreement has no rights, express or implied, under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
	3. The Parties acknowledge their respective duties under the Data Protection Act 1998, GDPR legislation and the Freedom of Information Act 2000 and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
	4. In line with clause 15, the Subcontractor shall:

(a) transfer any Request for Information to the Company as soon as practicable after receipt and in any event within [two] Working Days of receiving a Request for Information;

(b) provide the Company with a copy of all Information in its possession or power in the form that the Company requires within [five] Working Days (or such other period as the Company may specify) of the Company requesting that Information; and

(c) provide all necessary assistance as reasonably requested by the Company to enable the Company to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

1. **GENERAL**
	1. This Agreement is personal both Parties and shall not assign or transfer or purport to assign or transfer to any other person any of its rights or obligations under the Agreement nor shall it sub-contract any of its rights or obligations unless that sub-contracting be with the prior written consent of the Company, such consent not to be unreasonably withheld.
	2. The rights and remedies of either Party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by such Party to the other nor by failure of, or delay by the said Party in ascertaining or exercising of any such rights or remedies or in insisting upon strict performance of any provision of this Agreement. The waiver by either Party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. No waiver of any provision of this Agreement shall be effective unless it is agreed by both Parties in writing.
	3. The termination of this Agreement for any reason shall be without prejudice to any rights or obligations which shall have accrued or become due between the Parties prior to the date of termination.
	4. The termination of this Agreement for any reason shall not affect the coming into force or the continuation in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination.
	5. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.
	6. Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

## SCHEDULE 1

**THE SERVICES**

The following outlines how the services are to be covered under this agreement

* The subcontractor agrees to supply referrals to the provision of Redbridge Stop Smoking Services. Referral Services to be provided at:

**xxxxxx Pharmacy**

**xxxxxx Street**

**xxx xxx**

**T:xxxxxxxxxxx**

In delivering this contract, the Company are subcontracting the delivery and provision of ‘Sandwell Stop Smoking referrals’ to Peaches Pharmacy (the Subcontractor).

* This relationship is formalised in the form of this Agreement and represents a commitment by both parties to work collaboratively in the provision of the Stop Smoking Service including data reporting, as a core component within the wider service provision.
* By signing this agreement, both parties agree to the following principles:
	+ To work collaboratively and in partnership to ensure safe, effective and integrated customer care.
	+ To provide a seamless service to customers, ensuring the end user does not in any way become subjected by any bureaucracy that governs this agreement.
	+ Harness the knowledge, expertise and specialism across the provision to generate truly cohesive, co-production approaches.
	+ Facilitate strong and seamless communication to ensure that one voice resonates across the spectrum of care pathways.
	+ Strong governance and accountability to deliver a productive partnership, working under the guidance and agreed working practice for safe information sharing.
	+ Reduce barriers to engagement - reducing bureaucracy - enabling accessible integration.
	+ Contribute towards effective partnership case management to ensure safe working practices to protect patients and colleagues alike.
	+ Work collaboratively to ensure growth is far-reaching and scalable.
	+ Whole-heartedly work together to ensure local delivery, reflects local skills and ambition, to deliver a local service.

In the avoidance of doubt, headline responsibilities for the provision of this service are outlined below:

* Refer Customers to Everyone Health Ltd by either referring to the QUIT SMS service or by completing a referral form at www.sandwell.everyonehealth.co.uk. Patients will be assessed to determine contract service requirements.
* All referrals should meet at least one of the contract service specifications, as follows:
1. Redbridge resident
2. Redbridge Employee
3. GP registered in Redbridge.
* The Company will refer in a timely way with no unnecessary delay, with data flow timescales and delivery protocols agreed post contract start.

**Elements of provision NOT in scope of this contract:**

* Referrals who do not meet contract service specifications (i.e. Not a resident, employed or GP in Sandwell).
* Referred customer does not engage with Everyone Health Ltd during the 12-week program.

**Integration Meetings:**

* Regular meetings will be organised by the Company to review the contractual arrangements in line with clause 15.

## SCHEDULE 2

**SERVICES FEE for CONTRACT TERM**

* The referral and conversion to assessment/quit numbers will be reviewed on a regular basis by both Parties, monitoring referral rates and predicted trajectory of 12 quits, and monitored in line with clause 15.
* Agreed Capital costs will be funded by the Company and purchased following agreement with the Subcontractor, to ensure it is of the correct specification and quality standard.

## SCHEDULE 3

**PREMISES**

It is to be noted that premises are subject to change, demand, need and availability. However, as a minimum, referral services will be located as below:

**AGREED PREMISES**

**xxxx Pharmacy**

**xxxxxx Street**

**xxx xxx**

## SCHEDULE 4

**PARTIES’ NOMINATED OFFICERS**

The persons authorised to receive notices, conduct annual review meetings and agree variations hereunder are:

|  |
| --- |
| **Representative for Operational Matters** |
| **The Company** | **The Subcontractor** |
| **Name: Kanwal Faheem** | **Name:**  |
| **Title: Service Manager** | **Title:**  |
| **Address:** Everyone Health – Redbridge Olympic HouseClements RoadIlford IG1 1BA | **Address:** |
| **Tel No: 07759838138** | **Tel No:**  |
| **Fax No.** N/A |  |
| **Email:** **k**anwalfaheem**@everyonehealth.co.uk** | **Email:**  |

|  |
| --- |
| **Representative for Financial Matters** |
| **Company:** | **Subcontractor:** |
| **Name**: Kanwal Faheem | **Name**:  |
| **Title**: **Service Manager** | **Title**:  |
| **Address**: Everyone Health – Redbridge Olympic HouseClements RoadIlford IG1 1BA | **Address:** |
| **Tel No: 07759838138** | **Tel No:**  |
| **Fax No.** N/A | **Fax No.**  |
| **Email:** **k**anwalfaheem**@everyonehealth.co.uk** | **Email:**  |

# Appendix 1: Service specification and standards

To refer to Everyone Health Ltd within 24 hours. All referrals **must be meet at least one** of the below criteria:

* Live in Redbridge (i.e. West Bromwich, Wednesbury, Tipton, Smethwick, Oldbury or Rowley)
* Work in Redbridge (i.e. West Bromwich, Wednesbury, Tipton, Smethwick, Oldbury or Rowley)
* GP registered in Redbridge (i.e. West Bromwich, Wednesbury, Tipton, Smethwick, Oldbury or Rowley)

As well as at least one of the above, **all referrals must**:

* Aged 12 years or over
* Currently use Tobacco
* Committed to quitting
* Agree to be contacting by Everyone Health to start the Stop Smoking Program
* Agree to be contacting by Everyone Health at 4 weeks (day 25 – 42 after quit date set) to gain quit status.
* Agree to be contacting by Everyone Health at 12 weeks (day 79 -105 after quit date set) to gain quit status.
* Understand the £25 Amazon Voucher will be provided when the 12 quit is established.

How to refer?

Referrals can be sent to Everyone Health by one of the following methods:

* Call Everyone Health on: **0333 005 0095**
* Complete the referral form on the website at[**www.sandwell.everyonehealth.co.uk**](http://www.sandwell.everyonehealth.co.uk)
* Ask your customer to text QUIT to **60777**

# Appendix 2: Invoice template

**All suppliers must have a completed a new supplier form and a data sharing agreement.**

****

Please Complete New Suppliers Form & Data Sharing Agreement as soon as possible and send by email to: Caroline Kenny at carolinekenny@everyonehealth.co.uk

Please also cc to the Service Manager kellyhurd@everyonehealth.co.uk

Once we have received these you will be added to Everyone Health’s supplier list.

Invoices must be sent once 12 quits have been established. Everyone Health with email the subcontractors lead person with monthly referral quit updates. This will enable the subcontractor to identify the progress of each referral. All invoices should contain:

Name of Company:
Address:

Email Address:

Purchase order number:

Date of referrals sent:

Date of invoice:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date Referral sent** | **Number of referrals sent** | **Unit Price ex tax** | **Tax** | **Total cost including Tax**  | **Notes/ID/code** |
|  |  | **£20.00** | **£5.00** | **£25.00** |  |
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