**AGREEMENT FOR THE PROVISION OF SEXUAL AND REPRODUCTIVE HEALTH PHARMACY SERVICES**

**Sections highlighted in yellow will be finalised in collaboration with the Provider prior to contract award.**

**DATE:**

**MADE BETWEEN:**

(1) **[REGISTERED NAME]**of [registered office or principal place of business if unregistered] (the “Provider” also referred to as “You” or “you” in this Agreement); and

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2QH (the “Council” also referred to as “We” or “we” in this Agreement).

The parties agree that this Agreement is made up of:-

**SPECIFIC TERMS**

**GENERAL TERMS AND CONDITIONS AND SCHEDULES**

**APPENDIX 1 – SPECIFICATION** [including Safeguarding Policies]

[PROVIDERS SUBMISSION DATED ]

**SPECIFIC TERMS**

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| **Authorised Officer** | Rebecca Sinnott (Rebecca.sinnott@southwark.gov.uk), Public Health Programme Support Officer, who is your primary contact in the Council.  In the event that the Authorised Officer is not available, you should contact Charlotte Miller (charlotte.miller@southwark.gov.uk), Sexual Health Policy Officer. |
| **Council Rules** | Means all relevant Council policies, rules, codes, procedures, orders and codes of practice |
| **Data Protection** | Schedule 2 Option B – Data Processor applies |
| **Description of Services to be provided** | The aim of the service is to improve contraceptive access and reproductive health outcomes for local residents through provision of comprehensive contraceptive assessment and supply of: Emergency Hormonal Contraception (EHC) (including referral for emergency Intrauterine Devices (IUD)); referral for Long-Acting Reversible Contraception (LARC) appointments; condoms (as part of the Come Correct C-Card scheme), and referral to access Oral Contraception (OC) via the NHSE Pharmacy Contraceptive Scheme. Set out in more detail in Appendix 1 – Specification. |
| **Fairer Future Procurement Framework** | Schedule 3 does not apply; however, the Provider is expected to aspire to the principles set out in the Framework and to acknowledge the Good Work Standards, Policies and Reporting set out in the General Terms and Conditions.  Clause D Real Living Wage is applicable. |
| **Fee (excluding VAT)** | Fees are structured according to the tariff (see Appendix 1 – Specification) which we will pay to you in the instalments and intervals set out in the Payment Periods. Please note, quarterly monitoring of activity by contracted pharmacies will be used to measure spend against the Southwark Public Health budget. The Council reserves the right to implement a cap on the activity to be delivered by contracted pharmacies in relation to the maximum budget allocated by the Council for this service; if this is implemented, pharmacies must not exceed the service cap. |
| **Indexation** | Clause 3.7 will not apply to this Agreement |
| **Insurance** | The minimum amount of cover required for this Agreement is:  Employers Liability Insurance: £10m  Public Liability Insurance: £5m  Professional Indemnity Insurance: £5m |
| **Legislation** | Means all relevant Acts of Parliament, statutory regulations, order, guidances and codes of practice including any subsequent amendments or comparable legislation |
| **Liability** | Clause 6.3 will not apply to this Agreement |
| **London Living Wage** | Clause 4.9: London Living Wage is applicable |
| **Monitoring** | Clause 5.4 (b) applies and the specific reporting requirements are set out in Appendix 1 – Service Specification. |
| **Payment Periods** | Quarterly in arrears as follows:  Payment for activity in Q1 on or before 15th August  Payment for activity in Q2 on or before 15th November  Payment for activity in Q3 on or before 15th February  Payment for activity in Q4 on or before 15th May |
| **Period of Appointment** | from the Start Date until 31.03.2029 unless terminated early or extended by mutual agreement |
| **Providers’ Representative** | [PROVIDER TO INSERT DETAILS] |
| **Safeguarding** | Clause 4.7 (Safeguarding) is applicable. |
| **Staff** | Clause 4.6 (Staff) – the period for removing and replacing a notified member of staff under this clause is 7 days. |
| **Start Date** | 01.05.2024 |
| **Timetable** | You will provide the services in accordance with the timetable unless agreed in writing in advance by the Council. Persistent failure to meet agreed timescales may amount to a material breach of this Agreement. |

References to “the Provider” in this Agreement includes anyone engaged by you to provide these Services including any sub-contractor, volunteer, licensee or employee.

References to “staff” or “employees” in this Agreement includes where appropriate volunteers providing these Services.

Any square brackets in this Agreement shall be deemed to be deleted.

**IN WITNESS** the parties have entered into this Agreement by signature of their respective duly authorised representatives.

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| Signed by: | Signed by: |
| Position: | Position: |
| Signature: | Signature: |
| FOR AND ON BEHALF OF THE COUNCIL | FOR AND ON BEHALF OF THE PROVIDER |
| Signed by: | Signed by: |
| Position: | Position: |
| Signature: | Signature: |
| FOR AND ON BEHALF OF THE COUNCIL | FOR AND ON BEHALF OF THE PROVIDER |