

**Police Rehabilitation and Retraining Trust (PRRT)**

**Provision of Regional Physiotherapy Services**

**(2018)**

**FORM OF CONTRACT**

**1. This AGREEMENT is made on the [ ] day of [ ] BETWEEN:**

(i) the Police Rehabilitation and Retraining Trust (PRRT) AND

(ii) [ ] a person, firm, partnership or company limited by guarantee whose registered office is situated at [ ] (“the Contractor”)

The Contractor shall provide the Authority with the Services in accordance with the terms and conditions of this Agreement which shall comprise of all of the documents listed in the contents below, including its Schedules.

**2. The Agreement shall take effect on the date of signing the agreement by both parties.**

**3. The initial period of the Agreement is for a period up to 31<sup>st</sup> August 2021 with the options to extend for further periods of up to 24 months.**

AS WITNESS whereof the hands of the duly authorised representatives of the Parties the day and year first herein written.

**SIGNED** for and on behalf of the AUTHORITY

SIGNATURE .....

NAME .....

POSITION .....

DATE .....

**SIGNED** for and on behalf of the CONTRACTOR

SIGNATURE .....

NAME .....

POSITION .....

DATE .....

**Conditions of Contract**

**For**

**SERVICES**

Relating to

**Police Rehabilitation and Retraining Trust (PRRT)**

**Provision of Regional Physiotherapy Services 2018**

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## **A. GENERAL AGREEMENT PROVISIONS**

This Agreement is made on the date set out in the Acceptance Letter (as hereinafter defined) between the Applicant and the Authority.

On the basis of their application, the Authority has approved the Applicant's appointment to this Agreement as a potential provider of the specified services to the Authority's authorised patients, if requested, on a call –off basis in accordance with this Agreement.

There will be no obligation for any Authority's authorised patients to place any orders under this Agreement, and there is no guarantee of any level of business under this Agreement.

No undertaking or any form of statement, promise, representation or obligation shall be made or deemed to have been made by the Authority in respect of the total quantities or values of the Services to be ordered by the Authority's authorised patients pursuant to this Agreement and the Applicant/Contractor acknowledges and agrees that it has not entered into this Agreement on the basis of any such undertaking, statement, promise or representation.

The Applicant/Contractor acknowledges that in entering into this Agreement, no form of exclusivity has been conferred on, and that the Authority is at all times entitled to enter into other contracts and Agreements with other Contractors for the provision of any or all services which are the same or similar to the Services.

For avoidance of doubt, any individual orders / call-offs under this Agreement, will be subject to the Contract Terms of this Agreement, including its Schedules.

This Agreement is personal to the Contractor and the Contractor shall not Sub-Contract, assign, novate or otherwise dispose of or create any trust in relation to any or all rights and obligations under this Agreement or any part thereof without Authority approval.

By accepting appointment to the Agreement, the Applicant/Contractor agrees to comply with all of the terms of this legally binding Agreement (including Schedules).

## A1 Definitions and Interpretation

In this Agreement unless the context otherwise requires the following provisions shall have the meanings given to them below:

A1.2 “Approval” means the written consent of the Authority.

A1.3 “Acceptance Letter” means the acceptance of the Applicant to the Agreement from the issue date of the letter

A1.4 “Authority” means The Police Rehabilitation and Retraining Trust (PRRT)

A1.5 “Agreement” means the Clauses of this Agreement together with the Schedules.

A1.6 “Commercially Sensitive Information” means the information listed in the Freedom of Information Statement comprised of information:

- a. which is provided by the Contractor to the Authority in confidence for the period set out in that Schedule; and/or
- b. that constitutes a trade secret.

A1.7 “Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

- i. was public knowledge at the time of disclosure (otherwise than by breach of clause E3 (Confidential Information));
- ii. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;



- iii. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- iv. is independently developed without access to the Confidential Information.

A1.8 “Contract” means upon call-off, the Clauses of this Agreement together with the Schedules including the Specification, the Conditions of Contract and the Letter of Acceptance and any written agreement between both parties to form part of the Contract in accordance with Clause A5.2.

A1.10 “Contractor” means the person, firm or company with whom the Authority’s authorised patients selects/ calls off for service provision.

A1.11 “Agreement Period” means the period from the Commencement Date to:

- a. the date of expiry set out in clause A2 (Initial Agreement Period), or
- b. following an extension pursuant to clause F8 (Extension of Initial Agreement Period), the date of expiry of the extended period,

or such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Agreement/Contract.

A1.12 “Contract Price” means the price (exclusive of any applicable VAT), payable to the Contractor by the Authority under the Contract, as set out in the Pricing Profile, for the full and proper performance by the Contractor of its obligations under the Contract

A1.13 “Crown” means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.

A1.14 “Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.

A1.15 “DPA” means the Data Protection Act 1998 and any subordinate legislation made under such Act 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.

A1.16 “Environmental Information Regulations” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

A1.17 “Equipment” means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

A1.18 “Fees Regulations” means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004.

A1.19 “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 Commissioner or relevant government department in relation to such legislation.

A1.20 “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:

- a. any industrial action occurring within the Contractor’s organisation;

A1.21 “Fraud” means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

A1.22 “General Change in Law” means a change in Law which comes into effect after the Commencement Date, where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which would affect or relate to a comparable supply of services of the same or a similar nature to the supply of the Services.

A1.23 “Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

A1.24 “Information” means all data and information which are embodied in any medium including all electronic, optical , magnetic or tangible media

A1.25 “Initial Agreement Period” means the period from the Commencement Date to the date of expiry set out in clause A2 (Initial Agreement Period), or such earlier date of termination of the Agreement or Individual Contract in accordance with the Law or the provisions of the Contract.

A1.26 “Intellectual Property Rights” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

A1.27 “Key Personnel” mean those persons identified in the Application (on the Contractors data form) as being key personnel.

A1.28 “Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, any statutory provision as defined by the Interpretation Act (Northern Ireland) 1954, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

A1.29 “Monitoring and Performance Management framework” means the Schedule containing details of the monitoring arrangements, (Schedule 6)

A1.30 “Month” means calendar month.

A1.31 “Party” means a party to the Contract.

A1.32 “Premises” means the location where the Services are to be provided, as set out in the Specification. (Schedule 1)

A1.33 “Pricing Profile” means the Schedule 4 containing details of the Contract Price.

A1.34 “Property” means the property, other than real property, issued or made available to the Contractor by the Authority in connection with the Contract.

A1.35 “Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

A1.36 “Receipt” means the physical or electronic arrival of the invoice at the address of the Authority detailed at clause A5.3 or at any other address given by the Authority to the Contractor for the submission of invoices.

A1.37 "Regulatory Bodies" means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly.

A1.38 "Relevant Convictions" means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority

A1.39 "Replacement Contractor" means any third party service provider appointed by the Authority to supply any services which are substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

A1.40 "Request for Information" shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term "request" shall apply).

A1.42 "Schedule" means a schedule attached to, and forming part of, the Agreement/ Contract.

A1.43 "Security Requirements" means Schedule 7 outlining the security requirements for Staff for processing personal data, including under the General Data Protection Regulations (GDPR).

A1.44 "Services" means the services to be provided as specified in Schedule 3.

A1.45 "Specific Change in Law" means a change in Law which comes into effect after the Commencement Date that relates specifically to the business of the Authority, and which would not affect a comparable supply of services of the same or a similar nature to the supply of the Services.

A1.46 "Specification" means the description of the Services to be supplied under the Contract as set out in the Specification Schedules (1--9) including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

A1.47 "Specification Schedules" means the Schedules containing details of the Specification.

A1.48 "Staff" means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, suppliers and sub-Contractors used in the performance of its obligations under the Contract.

A1.49 "Staff Vetting Procedure" means the Authority's procedures detailed in the Security Requirements Schedule (Schedule 7) and as advised to the Contractor by the Authority.

A1.50 "Sustainable Development Strategy" means the NI Executive's Sustainable Development Strategy found at [www.ofmdfmni.gov.uk/sustainable-development-](http://www.ofmdfmni.gov.uk/sustainable-development-)

A1.51 "Application" means the document(s) submitted by the Contractor to the Authority in response to the Authority's invitation or advertisement for formal offers to supply it with the Services.

A1.52 "Variation" has the meaning given to it in clause F3.1 (Variation).

A1.53 "Variation to Contract Form" means the form attached at Appendix A and referred to in clause F3.

A1.54 "VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

A1.55 "Working Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Northern Ireland.

A1.56 The interpretation and construction of this Contract shall be subject to the following provisions:

- a. words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- b. words importing the masculine include the feminine and the neuter;
- c. reference to a clause is a reference to the whole of that clause unless stated otherwise;
- d. reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- e. reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- f. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- g. headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

A1.57 “Insolvency Order” means the Insolvency (Northern Ireland) Order 1989 as amended by the Insolvency (Northern Ireland) Order 2005.

## A2 Initial Agreement Period

A2.1 The Agreement shall take effect on the Commencement Date and shall expire automatically after the initial period, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause F8 (Extension of Initial Contract Period).

### A3 Contractor's Status

A3.1 At all times during the Contract Period the Contractor shall be an independent Contractor and nothing in the Contract shall create a Contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

### A4 Authorities Obligations

A4.1 Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a Contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other 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 under the Contract (howsoever arising) on the part of the Authority to the Contractor.

### A5 Notices

A5.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.

A5.2 Any notice or other communication which is to be given by either Party to the other shall be given by electronic mail or if specified by letter (sent by hand, recorded delivery or special delivery). Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, or item of electronic mail.

A5.3 For the purposes of clause A5.2, the address of each Party shall be:



- a. For the Authority  
Police Rehabilitation and Retraining Trust (PRRT)  
Physiotherapy Department  
100 Belfast Road  
Holywood  
Co.Down  
BT18 9QY

Tel: 028 9042 7788

Email: servicesadmin@prrt.org

- b. For the Contractor:  
[Name                    ]  
[Address:                ]  
[                            ]  
For the attention of:  
Tel:  
Email:

A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

#### A6 Mistakes in Information

A61 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor in connection with the supply of the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

#### A7 Conflicts of Interest

A7.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal

interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.

A7.2 The Authority reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

## **B. SUPPLY OF SERVICES**

### **B1 The Services**

- B1.1 The Contractor shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Schedules and the provisions of the Contract in consideration of the payment of the Contract Price. The Authority may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours with reasonable notice.
- B1.2 If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of a Default by the Authority the Contractor shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority
- B1.3 Subject to the Authority providing written consent in accordance with clause B2.2 (Provision and Removal of Equipment), timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

### **B2 Provision and Removal of Equipment**

- B2.1 The Contractor shall provide all the Equipment necessary for the supply of the Services.
- B2.2 The Contractor shall not provide any services without obtaining prior Approval, which is authorised.
- B2.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Authority shall have no liability for any loss of or damage to any Equipment.
- B2.4 The Contractor shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

### B3 Manner of Carrying Out the Services

- B3.1 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- B3.2 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

### B4 Key Personnel

- B4.1 The Contractor acknowledges that the approved Key Personnel are essential to the proper provision of the Services to the Authority.
- B4.2 The Key Personnel shall not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- B4.3 Any replacements to the Key Personnel shall be subject to the agreement of the Authority and must meet the minimum standards as specified by the Authority. .
- B4.4 In the event that the Contractor is unable to provide replacement staff, acceptable to the Authority's representative, within reasonable time, then the Authority reserves the right to obtain services from other sources. The Authority reserves the right to terminate the Contract where the failure to provide a replacement has a detrimental effect to the timely provision of the Services in accordance with H2 (Termination on Default).

B4.5 The Authority shall not unreasonably withhold its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

## B5 Contractor's Staff

B5.1 The Authority may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises:

- a. any member of the Staff; or
- b. any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Authority be undesirable.

B5.2 At the Authority's written request, the Contractor shall provide a list of the names of all persons who may deliver services under the Agreement or may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.

B5.3 The Contractor's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.

B5.4 The Contractor shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services as detailed in the Security Schedule (Schedule 6).

B5.5 If the Contractor fails to comply with clause B5.2 by the date specified by the Authority and in the reasonable opinion of the Authority, such failure may be prejudicial to the

interests of the Crown, then the Authority may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

- B5.6 The decision of the Authority as to whether any person is to be refused security clearance or access to the Premises and as to whether the Contractor has failed to comply with clause B5.2 shall be final and conclusive.
- B5.7 The Contractor shall maintain sufficient Staff to perform the Contract in accordance with the Specification.
- B5.8 The Contractor shall engage, employ and pay all monies due to Staff required to carry out the Contract and shall be entirely responsible for setting the pay and conditions of service for his staff and for any compensation payments due to them howsoever arising.
- B5.9 If in the opinion of the Authority any Staff of the Contractor has misconducted himself or is incapable of efficiently performing his duties, or it shall not be in the public interest for any person to be employed or engaged by the Contractor, the Contractor shall remove such a person without delay on being required to do so and cause the work to be performed by such other persons on the approved list as may be necessary. Alternatively the Authority may direct personnel to other contractors on the approved list as may be deemed necessary for the purposes of carrying out the service and recover from the Contractor the additional cost thereby incurred.

## B6 Security and Inspection of Premises

The Contractor shall be responsible for maintaining the security of their Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Authority whilst they hold Authority data on the Premises either physically or through electronic records, and shall ensure that all Staff comply with such requirements.

B6.1 The Authority shall provide the Contractor upon request copies of its written security procedures.

B6.2 The Authority will inspect the Contractor's physical and electronic security arrangements to ensure they are appropriate.

#### B7 Licence to Occupy Premises

Not Used.

#### B8 Property

Not Used.

#### B9 Offers of Employment

B9. Subject to Clause B10 for the duration of the Contract and for a period of 12 months thereafter neither the Authority nor the Contractor shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the Contract management of the Services without that other Party's prior written consent.

#### B10 TUPE

B10. TUPE" means both the Transfer of Undertakings (Protection of Employment) Regulations 2006 and the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 and a reference to any Regulation of TUPE is a reference to that Regulation in each of those statutes. TUPE is not a liability under this Agreement; however Applicants/Contractors are advised to seek their own legal advice with regard to the application of TUPE.

### **C PAYMENT AND CONTRACT PRICE**

#### C1 Contract Price

C1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Authority shall pay the Contract Price in accordance with clause C2.

## C2 Payment and VAT

C2.1 The Authority shall pay all sums due to the Contractor within 30 days of Receipt of a valid invoice

C2.2 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice.

C2.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.

C2.6 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under clause H2.3 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Authority on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## C3 Recovery of Sums Due

C3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement or Contract with the Authority

C3.2 Any overpayment by either Party, whether of the Contract Price or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

C3.3 The Contractor shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the



Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Contractor.

- C3.4 All payments due shall be made within a 30 days unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.
- C4 In consideration of the Contractor's performance of its obligations under this Contract, the Authority will pay the Contract Price in accordance with this clause, and clause C4.4
  - C4.1 The Contract Price for the Services will be as stated in Schedule 4 (Pricing Profile). All amounts stated are VAT exempt and/or any other applicable taxes or levy, which will be charged in addition at the rate in force at the date as shown on the invoice.
  - C4.2 The Contract Price shall apply for the Initial Agreement Period and the extended Period (if any).
  - C4.3 The Contract Price can only be varied or adjusted by the Authority. If an Authority variation in the Contract Price is agreed between the Authority and the Contractor, the revised Contract Price will take effect from the first day of the agreed variation date.

## C5 TAX

C5.1 The Contractor will at all times adhere to any HM Revenue and Customs requirements and guidance and ensure they are complying with current Tax legislation and are paying the relevant appropriate tax and National Insurance Contributions.

C5.2 Tax Non-Compliance

C5.3 The Contractor represents and warrants that as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance.

C5.4 If, at any point during the Contract Period, an Occasion(s) of Tax Non-Compliance occurs, the Contractor shall:

- i. notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- ii. promptly provide to the Authority:
  - a. details of the steps which the Contractor is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
  - b. such other information in relation to the Occasions of Tax Non-Compliance as the Authority may reasonably require.

## C6 Change of Law

C6.1 The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the provisions of the Contract nor be entitled to an increase in the Contract Price as the result of: -

- a. a General Change in Law; or
- b. a Specific Change in Law where the effect of that Specific Change in Law on the Services is known at the Commencement Date.

C6.2 If a Specific Change in Law occurs during the Contract Period (other than those

referred to in clause C6.1), the Contractor shall notify the Authority of the likely effects of that change, including: -

- a. whether any modification is required to the Services, the Contract Price or the Contract; and
- b. whether any relief from compliance with the Contractor's obligations is required, including any obligation to achieve any milestones or to meet any service level requirements at any time.

C6.3 As soon as practicable after any notification in accordance with clause C6.2 the Parties shall discuss and agree the matters referred to in that clause and any ways in which the Contractor can mitigate the effect of the Specific Change of Law, including:-

- a. providing evidence that the Contractor has minimised any increase in costs or maximised any reduction in costs,
- b. demonstrating that a foreseeable Specific Change in Law had been taken into account by the Contractor before it occurred;
- c. giving evidence as to how the Specific Change in Law has affected the cost of providing the Services; and
- d. demonstrating that any expenditure that has been avoided has been taken into account in amending the Contract Price.

C6.4 Any increase or decrease in the Contract Price or relief from the Contractor's obligations agreed by the parties pursuant to this clause C6 shall be implemented in accordance with clause F3 (Variation).

## **D. STATUTORY OBLIGATIONS AND REGULATIONS**

### **D1 Prevention of Corruption**

D1.1 The Contractor 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 Contract 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 Contract or any such Contract.

D1.2 The Contractor warrants that it has 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 Contract.

D1.3 If the Contractor, its Staff or anyone acting on the Contractor's behalf, engages in conduct prohibited by clauses D1.1 or D1.2, the Authority may:

- a. terminate the Contract and recover from the Contractor 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 Contract Period; or
- b. recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of those clauses.

### **D1.4 Bribery Act 2010**

Both Parties shall:

- a. have and shall maintain in place throughout the Contract Period their own policies and procedures to ensure compliance with all applicable Law relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and will ensure that all such policies and procedures are enforced;

- b. comply with all applicable Law relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and with their own anti-bribery and anti-corruption policies (including any relevant industry code on anti-bribery and anti-corruption), in each case as may be updated from time to time; and
- c. not engage in any activity, practice or conduct which constitutes an offence under the Bribery Act 2010 (or which would constitute such an offence if the offending activity, practice or conduct had been carried out in the UK).

The Parties agree that any breach of this clause shall constitute a material breach which is incapable of remedy under this Agreement.

## D2 Prevention of Fraud

- D2.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Authority.
- D2.2 The Contractor shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- D2.3 If the Contractor or its Staff commits Fraud in relation to this or any other Contract with the Crown (including the Authority) the Authority may:
- a. terminate the Contract and recover from the Contractor 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 Contract Period; or
  - b. recover in full from the Contractor any other loss sustained by the Authority in consequence of any breach of this clause.

### D3 Discrimination

D3.1 The Contractor shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, and shall use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Contractor under this agreement he has due regard to the need to promote equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions;
- b. men and women or married and unmarried persons;
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997);
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995);
- f. persons of different ages; and
- g. persons of differing sexual orientation

D3.2 The Contractor shall take all reasonable steps to secure the observance of Clause D3.1 by all Staff.

### D4 The Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. .

### D5 Sustainable Development Requirements

D5.1 The Contractor shall perform its obligations under the Contract in accordance with the Sustainable Development Strategy for Northern Ireland.

## D6 Health and Safety

- D6.1 The Contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.
- D6.2 If on the Authority's Premises, the Contractor shall comply with any health and safety measures implemented by the Authority or recommended by the Authority for the Contractor's premises.
- D6.3 The Contractor shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- D6.4 The Contractor shall comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
- D6.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Authority on request.

## **E PROTECTION OF INFORMATION**

### **E1 Data Protection Act**

- E1.1 For the purposes of this Clause E1, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing shall have the meaning prescribed under the DPA.
- E1.2 The Contractor shall (and shall ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
- E1.3 Notwithstanding the general obligation in clause E1.2, where the Contractor is processing Personal Data (as defined by the DPA) as a Data Processor for the Authority the Contractor shall:
- a. Process the Personnel Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Authority;
  - b. comply with all applicable laws;
  - c. Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Provider’s obligations under this Contract or as is required by Law or any Regulatory Body;
  - d. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - e. take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
  - f. obtain prior written consent from the Authority in order to transfer the Personal Data to any sub-Contractor for the provision of the Services;



- g. not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Authority;
- h. ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause E1;
- i. ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Authority
- k. not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Authority or in compliance with a legal obligation imposed upon the Authority

E1.4 The Contractor shall notify the Authority within five Working Days if it receives:

- a. a request from a Data Subject to have access to that person's Personal Data; or
- b. a complaint or request relating to the Authority 's obligations under the DPA;

E1.5 The provision of this Clause E1 shall apply during the Contract Period and indefinitely after its expiry.

## E2 Official Secrets Acts 1911 to 1989, S182 of the Finance Act 1989

E2.1 The Contractor shall comply with, and shall ensure that its Staff comply with, the provisions of:

- a. the Official Secrets Acts 1911 to 1989; and
- b. Section 182 of the Finance Act 1989.

E2.2 In the event that the Contractor or its Staff fail to comply with this clause, the Authority reserves the right to terminate the Contract by giving notice in writing to the Contractor.

### E3 Confidential Information

E3.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- a. treat the other party's Confidential Information as confidential and safeguard it accordingly; and
- b. not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

E3.2 Clause E3.1 shall not apply to the extent that:

- a. such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause E4 (Freedom of Information);
- b. such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
- c. such information was obtained from a third party without obligation of confidentiality;
- d. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- e. it is independently developed without access to the other party's Confidential Information.

E3.3 The Contractor may only disclose the Authority's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

E3.4 The Contractor shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Agreement.

E3.5 At the written request of the Authority, the Contractor shall procure that those members of the Staff identified in the Authority's notice signs a confidentiality undertaking prior to commencing any work in accordance with this Agreement.

E3.6 Nothing in this Agreement shall prevent the Authority from disclosing the Contractor's Confidential Information:

- a. to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
- b. to any consultant, Contractor or other person engaged by the Authority or any person conducting an Audit;
- c. for the purpose of the examination and certification of the Authority 's accounts;  
or
- d. for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.
- e. for the purposes of assisting in the prevention and detection of fraud pursuant to powers inserted in the Audit and Accountability (Northern Ireland) Order 2003 by the Serious Crime Act 2007

#### E4 Freedom of Information

E4.1 The Contractor acknowledges that the Authority is subject to the requirements of the Freedom of Information Act (2000) (FOIA) and the Environmental Information Regulations to disclose information concerning the Contractor or the Services in certain circumstances. The Contractor shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

- E4.2 The Contractor shall transfer to the Authority all requests for Information that it receives as soon as practicable and in any event within five Working Days of receiving a Request for Information;
- a. provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority request; and
  - b. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.
- E4.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- E4.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority
- E4.5 The Contractor acknowledges that (notwithstanding the provisions of Clause E4) the Authority may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services in certain circumstances:
- a. without consulting the Contractor; or
  - b. following consultation with the Contractor and having taken their views into account;

provided always that where E4.5(a) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the

Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

E4.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

## E5 Publicity, Media and Official Enquiries

E5.1 Without prejudice to the Authority's obligations under the FOIA, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

E5.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-Contractors, suppliers, professional advisors and consultants comply with clause E5.1.

## E6 Security

E6.1 The Contractor shall comply with all security requirements of the Authority while on the Authority's Premises, or on the contractors premises and shall ensure that all Staff comply with such requirements.

## E7 Intellectual Property Rights

E7.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "IP Materials"):

- a. furnished to or made available to the Contractor by or on behalf of the Authority shall remain the property of the Authority; and
- b. prepared by or for the Contractor on behalf of the Authority for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Authority;

and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

- E7.2 The Contractor hereby assigns to the Authority, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause E7.1 (b). This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.
- E7.3 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.
- E7.4 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Authority
- E7.5 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:
- a. items or materials based upon designs supplied by the Authority; or

- b. the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of the Contract.

E7.6 The Authority shall notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

E7.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

- a. shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
- b. shall take due and proper account of the interests of the Authority; and
- c. shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).

E7.8 The Authority shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract and the Contractor shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Authority in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause E7.5 (a) or (b).

E7.9 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Contractor in connection with the performance of its obligations under the Contract.

E7.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

- a. modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or
- b. procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority

and in the event that the Contractor is unable to comply with clauses E7.7(a) or (b) within 20 Working Days of receipt of the Contractor's notification the Authority may terminate the Contract with immediate effect by notice in writing.

E7.11 The Contractor grants to the Authority a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Authority reasonably requires in order exercise its rights and take the benefit of this Contract including the Services provided

## E8 Audit

E8.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period (from the end of that accounting year), or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records as may be requested by the Authority in connection with the Contract. (Note this does not refer to clinical records which should be retained as per Schedule 8)



- E8.2 The Authority reserves the right to carry out Audits and shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.
- E8.3 Subject to the Authority's obligations of confidentiality, the Contractor shall on demand provide the Authority (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- a. all information requested by the Authority within the permitted scope of the audit;
  - b. reasonable access to any sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the provision of the Services;
  - c. access to Staff.
- E8.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services against the applicable service levels at a level of detail sufficient to verify compliance with the service levels.
- E8.5 The Authority shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.
- E8.6 The Contractor will provide the Authority with copies of all reports following any audits carried out by third parties relative to the matters specified in clause E8.3, within 20 Working Days of any such report being delivered to the Contractor.
- E8.7 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a Contractor Default by the Contractor in which case the Contractor shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- E8.8 If an audit identifies that:

- a. a Contractor Default has occurred, the Authority shall serve a notice under paragraph H2.1(a) on the Contractor (a "Notice"). If the Contractor's Default relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Contractor's costs, then the Notice shall include a requirement for the provision of all such information;
- b. the Authority has overpaid any Charges, the Contractor shall pay to the Authority the amount overpaid within 20 Working Days of receipt of a Notice. The Authority may deduct the relevant amount from the Charges if the Contractor fails to make this payment; and
- c. the Authority has underpaid any Charges, the Authority shall pay to the Contractor the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a Default by the Contractor in relation to invoicing within 20 Working Days of receipt of a Notice.

E8.9 The provisions of this Condition E8 shall survive the expiry or termination of this Agreement for a period of 24 months, except to the extent of the provision to audit financial records which shall survive the expiry of this Agreement by six years. The Contractor shall on request afford the Authority or the Authority's representatives such access to those records as may be required by the Authority in connection with the Contract.

## **F. CONTROL OF THE CONTRACT**

### **F1 Transfer and Sub-Contracting**

- F1.1 Except where F1.4 and F1.5 applies, the Contractor shall not assign, nor in any other way dispose of the Contract or any part of it without prior Approval. .
- F1.2 The Contractor shall be responsible for the acts and omissions of its sub-Contractors as though they are its own.
- F1.3 Not used.
- F1.4 Notwithstanding clause F1.1, the Contractor may assign to a third party (“the Assignee”) the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract (including any interest which the Authority incurs under clause C2.6). Any assignment under this clause F1.4 shall be subject to:
- a. reduction of any sums in respect of which the Authority exercises its right of recovery under clause C3 (Recovery of Sums Due);
  - b. all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
  - c. the Authority receiving notification under both clauses F1.5 and F1.6.
- F1.5 In the event that the Contractor assigns the right to receive the Contract price under clause F1.4, the Contractor or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F1.6 The Contractor shall ensure that the Assignee notifies the Authority of the Assignee’s contact information and bank account details to which the Authority shall make payment.
- F1.7 The provisions of clause C2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Authority

F1.8 Subject to clause F1.10, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:

- a. any Contracting Authority; or
- b. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority or
- c. any private sector body which substantially performs the functions of the Authority

provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.

F1.9 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F1.8, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Authority.

F1.10 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F1.6 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "Transferee"):

- a. the rights of termination of the Authority in clauses H1 (Termination on Insolvency and Change of Control) and H2 (Termination on Default) shall be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
- b. the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Contractor.

F1.11 The Authority may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the

Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

F1.12 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

## F2 Waiver

F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with Clause A5 (Notices).

F2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

## F3 Variation

F3.1 Subject to the provisions of this clause F3, the Authority may request a variation to the Specification provided that such variation does not amount to a material change to the Specification. Such a change is hereinafter called a "Variation".

F3.2 The Authority may request a Variation by notifying the Contractor in writing of the "Variation" by means of a Variation to Contract Form and giving the Contractor sufficient

information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Authority shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.

F3.3 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Authority may;

- a. allow the Contractor to fulfil its obligations under the Contract without the variation to the Specification;
- b. terminate the Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in Clause I.2.

#### F4 Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

## F5 Remedies in the Event of Inadequate Performance

- F5.1 Where a complaint is received about the standard of Services or about the manner in which any 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 Contractor's obligations under the Contract, then the Authority shall notify the Contractor, and where considered appropriate by the Authority, investigate the complaint. The Authority may, in its sole discretion, uphold the complaint and take further action in accordance with clause H2 (Termination on Default) of the Contract.
- F5.2 In the event that the Authority is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Authority may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- a. without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Authority that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract;
  - b. without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made as the Authority shall reasonably determine) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
- a. terminate, in accordance with clause H2 (Termination on Default), the whole of the Contract.
- F5.3 Without prejudice to its right under clause C3 (Recovery of Sums Due), the Authority may charge the Contractor for any costs reasonably incurred 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 Contractor for such part of the Services and provided that the

Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

F5.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Authority shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Authority may direct.

F5.5 In the event that:

- a. the Contractor fails to comply with clause F5.4 above and the failure is materially adverse to the interests of the Authority or prevents the Authority from discharging a statutory duty; or
- b. the Contractor persistently fails to comply with clause F5.4 above,

the Authority may terminate the Contract with immediate effect by notice in writing.

## F6 Remedies Cumulative

F6.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

## F7 Monitoring of Contract Performance

F7.1 The Contractor shall comply with the monitoring arrangements set out in the Monitoring Schedule including, but not limited to, providing such data and information as the Contractor may be required to produce under the Contract.



## F8 Extension of Initial Contract Period

F8.1 Subject to clause C4 (Contract Price), the Authority may, by giving written notice to the Contractor not less than 1 Month prior to the last day of the Initial Agreement Period, extend the Agreement for a further period of up to 2 years as determined by the Authority. The provisions of the Contract will apply (subject to any Variation or adjustment to the Contract Price pursuant to clause C4 (Contract Price)) throughout any such extended periods

## F9 Entire Agreement

F9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.

F9.2 In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- a. the clauses of the Contract;
- b. the Schedules; and
- c. any other document referred to in the clauses of the Contract.

F9.3 The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract.

## F10 Counterparts

F10.1 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.

## G1 Liability, Indemnity and Insurance

G1.1 Neither Party excludes or limits liability to the other Party for:

- a. death or personal injury caused by its negligence; or
- b. Fraud; or
- c. fraudulent misrepresentation; or
- e. any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

G1.2 Subject to clauses G1.3 and G1.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.

G1.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

G1.4 Subject always to clause G1.1, the liability of either Party for Defaults shall be subject to the following financial limits:

- a. the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed one million pounds (£1,000,000); and
- b. the annual aggregate liability under the Contract of either Party for all Defaults (other than a Default governed by clause G1.4 (a) shall in no event exceed the greater of five hundred thousand pounds (£500,000) or one hundred and fifty per

cent (150%) of the Contract Price paid or payable by the Authority to the Contractor in the year in which the liability arises.

G1.5 Subject always to clause G1.1, in no event shall either Party be liable to the other for any:

- a. loss of profits, business, revenue or goodwill; and/or
- b. indirect or consequential loss or damage

G1.6 The provisions of clause G1.5 will not limit the Authority's right to recover for;

- a. additional operational, administrative costs and/or expenses resulting from the direct Default of the Contractor;
- b. wasted expenditure or charges rendered unnecessary and incurred by the Authority arising from a Default by the Contractor;
- c. additional cost of procuring replacement services for the remainder of the term of the Contract;
- d. additional costs to maintain the Services arising from a Default by the Contractor; and
- e. anticipated savings.

G1.7 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

G1.8 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

G1.9 The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

G1.10 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

G1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause G1.2.

## G2 Insurance

The Contractor(s) shall effect and maintain appropriate insurance cover during the Contract Period. To comply with its obligations under this clause and as a minimum, the Contractor shall ensure appropriate insurance is held by the Contractor and by any agent, or consultant involved in the supply of the Services covering Medical Malpractice Insurance and Public Liability Insurance.

Such insurance shall be maintained for an appropriate period following the expiration or earlier termination of the Contract.

## G3 Warranties and Representations

The Contractor warrants and represents that:

- a. it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
- b. in entering the Contract it has not committed any Fraud;

- c. as at the Commencement Date, all information contained in the application remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;
- d. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- e. it is not subject to any Contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- f. 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 Contractor 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 Contractor's assets or revenue;
- g. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- h. prior to the date of the Contract:
  - 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 the Contract.

## **H DEFAULT, DISRUPTION AND TERMINATION**

### **H1 Termination on Insolvency and Change of Control**

H1.1 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:

- a. a proposal is made for a voluntary arrangement within Part II of the Insolvency Order or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- b. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- c. a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Article 84 of the Insolvency Order; or
- d. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- e. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- f. it is or becomes insolvent within the meaning of Article 103 of the Insolvency Order; or
- g. being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Order; or
- h. any event similar to those listed in H1.1 (a)-(g) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:

- a. an application for an interim order is made pursuant to Articles 226-227 of the Insolvency Order or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
- b. a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy; or

- c. a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- d. the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Article 242 of the Insolvency Order; or
- e. a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days; or
- f. he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- g. he suspends, ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- h. any event similar to those listed in H1.2 (a)-(g) occurs under the law of any other jurisdiction.

H1.3 The Contractor shall notify the Authority immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("change of control"). The Authority may terminate the Contract by notice in writing with immediate effect within six months of:

- a. being notified that a change of control has occurred; or
- b. where no notification has been made, the date that the Authority becomes aware of the change of control,

but shall not be permitted to terminate where an Approval was granted prior to the change of control.

## H2 Termination on Default

H2.1 The Authority may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

- a. the Contractor has not remedied the Default to the satisfaction of the Authority within the period as may be specified by the Authority after issue of a written notice specifying the Default and requesting it to be remedied (Schedule 5); or
- b. the Default is not, in the opinion of the Authority, capable of remedy; or
- c. the Default is a material breach of the Contract.

H2.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

H2.3 If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Authority in writing of such failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clauses C3.1 (Recovery of Sums Due).

### H3 Break

The Authority shall have the right to terminate the Agreement or individual Contracts under the Agreement, in all or part, at any time by giving 3 Months' written notice to the Contractor.

### H4 Consequences of Expiry or Termination

H4.1 Where the Authority terminates the Contract under clause H2 (Termination on Default) and then makes other arrangements for the supply of Services, the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period. The Authority shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause H2 (Termination on Default), no further payments shall be payable by the Authority to the Contractor (for Services supplied by the Contractor prior to termination and in



accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

H4.2 Subject to clause G1, where the Authority terminates the Contract under clause H3 (Break), the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Contractor by reason of the termination of the Contract, provided that the Contractor takes all reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Authority shall only indemnify the Contractor for those unavoidable direct costs that are not covered by the insurance available. The Contractor shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Authority, with supporting evidence, of losses reasonably and actually incurred by the Contractor as a result of termination under clause H3 (Break).

H4.3 The Authority shall not be liable under clause H4.2 to pay any sum which:

- a. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;
- b. when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the Contract Period; or
- c. is a claim by the Contractor for loss of profit, due to early termination of the Contract.

H4.4 Save as otherwise expressly provided in the Contract:

- a. termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- b. termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Contractor under clauses C2 (Payment and

VAT), C3 (Recovery of Sums Due), D1 (Prevention of Corruption), E1 (Data Protection Act), E2 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E3 (Confidential Information), E4 (Freedom of Information), E7 (Intellectual Property Rights), E8 (Audit), F6 Remedies Cumulative), G1 (Liability, Indemnity and Insurance), G2 (Professional Indemnity), H4 (Consequences of Expiry or Termination), H6 (Recovery upon Expiry or Termination) and I1 (Governing Law and Jurisdiction).

## H5 Disruption

- H5.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other Contractor employed by the Authority.
- H5.2 The Contractor shall immediately inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H5.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- H5.4 If the Contractor's proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Contract may be terminated with immediate effect by the Authority by notice in writing.
- H5.5 If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business of the Authority, the Contractor may request a reasonable allowance of time and in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

## H6 Recovery upon Termination

- H6.1 On the termination or expiry of the Agreement and/or any Contracts within it, Contract for any reason, the Contractor shall:

- a. give all reasonable assistance to the incoming provider of the Services;
- b. promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Authority or the Replacement Contractor to conduct due diligence.
- c. return all requested documents, information and data to the Authority within timeframe determined by the Authority
- d. assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress;

H6.2 If the Contractor fails to comply with clause H6.1 the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-Contractors where any such items may be held.

H6.3 Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide all assistance under clause H6 (c) and (d) free of charge. Otherwise, the Authority shall pay the Contractor's reasonable costs of providing the assistance and the Contractor shall take all reasonable steps to mitigate such costs.

H6.4 The Contractor shall invoke the Exit Plan (if applicable) within a reasonable time frame having regard to expiry of the Contract Period, any notice of termination of the Contract, or immediately in the case of immediate termination. (Schedule 9)

## H7 Force Majeure

H7.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its

obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing.

H7.2 Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, or supplier shall be regarded as due to Force Majeure only if that agent or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

H7.3 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause H7.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

## **I. DISPUTES AND LAW**

### **I1 Governing Law and Jurisdiction**

I1.1 This Contract shall be governed by and interpreted in accordance with Northern Ireland law and the Parties submit to the exclusive jurisdiction of the courts of Northern Ireland.

### **I2 Dispute Resolution**

I2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 30 days of either Party notifying the other of the dispute such efforts shall involve the escalation of the dispute to the Accounting Officer (or equivalent) of each Party.

I2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other party to do any act.

- 12.3 If the dispute cannot be resolved by the Parties pursuant to Clause 12.1 the dispute shall be referred to mediation pursuant to the procedure set out in sub clause 12.5 unless (a) the Authority considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- 12.4 The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Contractor (or employee, agent, supplier or sub-Contractor) shall comply fully with the requirements of the Contract at all times.
- 12.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- a. A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 14 days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either Party that he is unable or unwilling to act, apply to the Law Society of Northern Ireland (LSNI) to appoint a Mediator.
  - b. The Parties shall within 14 days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from LSNI to provide guidance on a suitable procedure.
  - c. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
  - d. If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
  - e. Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

- f. If the Parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in Clause 12.6

12.6 Subject to clause 12.2, the Parties shall not institute court proceedings until the procedures set out in clauses 12.3 and 12.5 have been completed save that:

- a. the may at any time before court proceedings are commenced, serve a notice on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of clause 12.7.
- b. if the Contractor intends to commence court proceedings, it shall serve written notice on the of its intentions and the shall have 21 days following receipt of such notice to serve a reply on the Contractor requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of clause 12.7.
- c. the Contractor may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with the provisions of clause 12.7, to which the Authority may in its discretion consent as it sees fit.

12.7 In the event that any arbitration proceedings are commenced pursuant to Clause 12.6, the following provisions shall apply:

- a. the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- b. the Authority shall give a written notice of arbitration to the Contractor (“the Arbitration Notice”) stating:
  - i. that the dispute is referred to arbitration; and
  - ii. providing details of the issues to be resolved;
- c. The London Court of International Arbitration procedural rules in force at the date that the dispute was referred to arbitration in accordance with 12.7(b) shall be applied and are deemed to be incorporated by reference to this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;

- d. the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- e. if the Parties fail to agree the appointment of the arbitrator within 10 (ten) days of the Arbitration Notice being issued by the Authority under 12.7 (b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the Law Society of Northern Ireland;
- f. the arbitration proceedings shall take place in Belfast and in the English language; and
- g. the arbitration proceedings shall be governed by, and interpretations made in accordance with, Northern Ireland law.

(see Clause F3)

**VARIATION TO CONTRACT FORM**

CONTRACT TITLE: .....

FOR THE PROVISION OF: .....

CONTRACT REF: ..... VARIATION NO: ..... DATE: / /

BETWEEN: The Police Rehabilitation and Retraining Trust (PRRT) and xxxxx (Contractor)

1. The Contract is varied as follows:

2. Words and expressions in this Variation shall have the meaning/s given to them in the Contract.

3. The Contract, including any previous Variation(s), shall remain effective and unaltered except as amended by this Variation.

**SIGNED:**

<p>For: The Authority (as A5.3(a) Conditions of Contract)</p> <p>Signature: .....</p> <p>Full Name: .....</p> <p>Grade: .....</p> <p>Date: .....</p>	<p>For: The Contractor (as A5.3(b) Conditions of Contract)</p> <p>Signature: .....</p> <p>Full Name: .....</p> <p>Grade: .....</p> <p>Date: .....</p>
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# **Specification Schedules for Regional Physiotherapy PRRT**

**SCHEDULE 1: SERVICE TO BE PROVIDED**

## 1. Introduction

The Police Rehabilitation and Retraining Trust (PPRT) was established in 1999 to support those officers who were to become affected by the downsizing in the constabulary and to address the factors they identified as barriers to their effective transition into civilian life. PPRT is a non-departmental public body funded by the Department of Justice.

The purpose of the Trust is to assist retired police officers, and those planning to leave the service, to recognise their potential, identify opportunities, set and achieve their objectives, and enjoy the optimum mental and physical well-being outside policing.

The Trust assesses the needs of clients in a holistic way by offering the following integrated services:

- Personal Development and training
- Physiotherapy
- Psychological therapies

Those eligible to avail of physiotherapy services are:-

- Retired regular, reserve and part time reserve officers;
- Widows/widowers of RUC/ PSNI officers; and
- Spouses, only if they are the main carer of a retired officer who receives the care component of DLA at middle or higher rate, or is in receipt of PIP or attendance allowance

The Trust is a multi-disciplinary organisation lead by a Board of Directors and headed by a Chief Executive, supported by a Senior Management Team, and employs approximately 30 staff and a number of associates to provide a range of professional, clinical, administrative and support services. The Trust is based at the Maryfield Complex, 100 Belfast Road, Holywood, County Down, BT18 9QY.

## 2. Background to Requirement

PRRT currently provides physiotherapy services to the retired police population throughout the province. Services to those living in the greater Belfast and surrounding area are provided at the Maryfield Complex. For clients in the rest of the province services are provided through a network of private practices in key locations.

In 2016-17 the Trust delivered 850 episodes of care, 300 of which were outsourced to regional providers at a cost of £ 77,000

PRRT currently has a provider list of 15 regional physiotherapy practices who were contracted to provide this service from September 2013.

The table below details the approximate value/region of the current arrangement in 20016/17:-

<b>Geographical Area</b>	<b>Indicative value/annum 16-17</b>
Antrim	£6,720
Coleraine	£7,683
Ballymoney	£3,066
Portrush	£12,926
Ballykelly	£3,948
Newry	£210
Omagh	£4,872
Moira	£7,644
Lisburn	£12,748
Carrickfergus	£7,938
Banbridge/Armagh	£5,460
Dungannon	£4,116

***\*Please note that these are indicative figures and PRRT do not guarantee any level of business under this Agreement.\****

The current arrangement will cease on 31st August 2018. PRRT has taken this opportunity to adjust the number and location of practices available to our regional clients. It is hoped that we will recruit practices in areas that are currently not well served, reducing travelling distance for clients in these areas whilst also ensuring that footfall to the Maryfield site is not adversely affected. It is envisaged the new Agreement and subsequent contracts will commence on the 1st September 2018.

### **3. Scope of Contract**

PRRT Physiotherapy clients mainly present with complex chronic musculoskeletal conditions. The average client age is 60 years and 80% are male. Co-morbidity with chronic medical/neurological conditions as well as with Psychological disorders such as PTSD is not uncommon. While PRRT are providing a primarily musculoskeletal (MSK) service, knowledge of these areas is reflected in the specification. PRRT provide one course of physiotherapy treatment per year for chronic musculoskeletal conditions if required as part of a long term self- management programme. The scheme also provides for the treatment of acute MSK conditions and the management of chronic pain. There is no restriction to the number of times clients may avail of the service for different conditions

PRRT now wishes to establish a call-off contract with suitably experienced service providers who will be responsible for the provision of regional physiotherapy services across Northern Ireland with the exception of the Greater Belfast Area.

Tenderers should note that services to those clients living within the greater Belfast and surrounding area will be provided by PRRT at the Maryfield Complex and will not form part of this contract.

As services within the greater Belfast and surrounding area will be provided solely by PRRT, only practices with premises located more than 15 miles from PRRT's Maryfield practice may apply. Practices located within the areas serviced by PRRT's Maryfield practice need not apply.

*NOTE: The 15 mile distance from PRRT will be based on the shortest route calculated by Google Maps (<http://maps.google.co.uk/>) between the Tenderer's Practice Postcode to PRRT's Postcode (BT18 9QY) and will be verified if required by road testing*

The appointed outsourced physiotherapy practice (s), hereby referred to as Contractor(s), will be expected to realise the following benefits in the delivery of this service:-

- i. Provide PRRT with high quality regional physiotherapy services; and
- ii. Provide PRRT clients with equal access to services regardless of disability or location.

Each applicant may propose a maximum of 2 named physiotherapists per practice to deliver the service. Treatment can only be provided by contractually named physiotherapists who meet the selection criteria listed in Schedule 3

#### **4. Agreement Period**

The Agreement and any subsequent contracts will run for a period of 3 years followed with the options to extend for further periods of up to 36 months each.

#### **5. Service Delivery Requirements**

##### **Referral Procedure**

Where a client living outside the greater Belfast and surrounding area, requests physiotherapy, a PRRT senior physiotherapist will conduct an initial triage assessment via telephone.

Triage assessment can also be conducted at PRRT or in the client's own home if this is deemed more appropriate.

The purpose of any triage is to establish suitability, urgency and to prescribe the appropriate number of treatment sessions. A baseline validated outcome measure is also taken at initial contact.

A maximum of 6 sessions in total will be approved where the client is triaged by telephone. Following triage, suitable clients will be offered physiotherapy practices convenient to them and will be entitled to exercise their choice of service provider.

PRRT will then refer clients to the Contractor.

Referrals will be based on client demand, there will be no fixed quota purchased.

***\*PRRT makes no representation as to the number of referrals to any Contractor or indeed to any referrals whatsoever.\****

The initial referral will be made by phone at the time of triage (if possible) and followed with a Criminal Justice System email (CJSM)<sup>1</sup> confirmation. PRRT will confirm all referrals via CJSM within 5 working days. This referral will detail the problem requiring treatment, and the maximum number of treatments to be delivered by the contractor.

Clients may only be treated for the problem for which they are referred.  
Clients are expected to contact the practice to arrange their first appointment.

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<sup>1</sup> CJSM is a relatively secure email system that gives organisations the confidence to send and exchange information classified at OFFICIAL (including information carrying the OFFICIAL – SENSITIVE marking) which is what client information is classified as.

All facilities should demonstrate flexibility around disability issues where possible. Where access is restricted due to structural/physical environment difficulties which would not be reasonably practicable to adjust, PRRT reserves the right to signpost clients to alternative providers. (see Schedule 3)

## **6. Assessment and treatment process**

All referrals must be assessed within 2 weeks of notification.

Where a practice is unable to offer an appointment within this time frame PRRT reserve the right to signpost the client to the nearest alternative contractor

Once a client has been referred to a Contractor, the Contractor will be expected to conduct an initial assessment and treatment, followed by the remaining treatment sessions. The total number of sessions approved following telephone triage is 6.

Clients are advised to contact PRRT if following session 4 to 5 they, in discussion with their therapist, feel they may benefit from more than 6 sessions.

If this is the case the client must attend PRRT Maryfield for an assessment following which they may be approved for additional sessions up to a maximum of 4. In exceptional circumstances this assessment can be carried out in the client's home.

Requests for additional sessions should be received by PRRT from the client prior to the last agreed session and a review at PRRT booked no later than 2 weeks after the 6<sup>th</sup> session. Further sessions will not be approved if the client has already been discharged by the provider.

Where a client was initially assessed either at PRRT or in their home the number of sessions agreed may exceed 6 but will not exceed 10. No reviews or further extensions will be considered for these clients.

PRRT have a small number of clients whose disability is such that they require a more tailored approach. These clients will be case managed by PRRT in discussion with both the individual and therapist concerned in order to achieve maximum benefit within the available service. In all cases, PRRT reserves the right to decide on the number of treatments offered to any client at its absolute discretion. In the event of any form of dispute or difference of opinion the decision of PRRT shall be final.

All appointments should be provided on a one to one basis i.e. the physiotherapist should not be attending to more than one patient at a time when providing services to a PRRT client. Practitioners are expected to work within evidence based guidance and scope of practice and to discuss any relevant treatment issues with the referring practitioner if necessary. If there is any concern re a client's general medical condition or deteriorating musculoskeletal condition the Contractor should follow the usual medical channels where appropriate e.g. GP/A+E and PRRT should also be informed of this concern.

## **7. Discharge Process**

Following discharge, the Contractor will be required to complete a Discharge Report which includes a data summary and outcome measure score. The format and content of this will be provided by PRRT (See Appendix A). It should be noted that the EQ5D-5L is a self-reported

outcome measure and must be completed by the client themselves and not by the provider. Discharge information should be sufficiently detailed to allow future decisions about treatment requirements to be taken on their basis and useful information to be passed to GP's etc Discharge information must be sent to PRRT within 15 working days (3 weeks) of the client's last attended appointment. These documents are included in PRRT's clinical notes and key information from them will be included in PRRT's discharge report to the client's GP. For PRRT audit purposes (e.g. patient satisfaction and outcomes) the client will be contacted by PRRT post discharge. Data provided by contractors at discharge may be used for clinical audit purposes. Contractors are expected to participate in clinical /service audits as required.

## **8. General**

Any client complaints should be directed through PRRT in the first instance. Contractors will have open access to PRRT to communicate any problems or areas of dissatisfaction. Contractors must notify PRRT of any holiday arrangements which may affect service delivery prior to accepting a referral. Where they will be unavailable to accept referrals for a period of greater than 2 weeks they should inform PRRT a minimum of 4 weeks in advance.



## **SCHEDULE 2: PREMISES AND FACILITIES**

The following criteria must be evidenced in the application or at the arranged site visit

1. The physiotherapy practice must have been an established professional business which has been providing services within the present locality for at least 2 years prior to application. The present locality is defined as within a 5 mile radius of the current practice premises.
2. The practice or department must be in dedicated clinical facilities, with clear signage, accessibility to waiting room, treatment areas and toilet facilities plus nearby car parking (within 50m). Where premises are based on the same site as a domestic dwelling, clinical premises should have clearly demarcated and separate consulting, treatment, waiting and toilet facilities to those for domestic use.
3. Applicants should state if their practice is suitable for clients with disabilities and provide details of the range of facilities available. All premises must meet the requirements of the Disability Discrimination Act or demonstrate flexibility in relation to DDA issues as required.
4. Treatment areas should ensure visual and auditory privacy during examination, treatment and history taking,
5. Private treatment rooms with adjustable treatment couch including sufficient surrounding room on all sides to conduct a physical examination and treatment, and to demonstrate and practice appropriate exercises and view gait patterns. An additional rehabilitation area /gym is desirable.
6. Equipment should include at least 3 of the following in order to supplement manual treatment: Exercise equipment, biofeedback, electrotherapy (e.g. Ultrasound, interferential therapy, laser, TENS) acupuncture facilities, hot/cold therapy, strapping materials. Evidence of regular servicing of all equipment must be provided.
7. There should be a dedicated reception/waiting area and evidence of appropriate reception staffing or alternative arrangements to manage first contact and arrival, with appropriate information for waiting clients.
8. Premises should be presented in a comfortable, professional, clinical, and hygienic manner, with effective cleaning arrangements. Seating, treatment couches and pillows must be of an acceptable standard and fit for purpose. Practices should comply with Health & Safety legislation particularly in relation to slips/trips/falls and infection control including hand hygiene.
9. To facilitate ease of access to appointments, the practice should provide at least 25 hours of opening time during the standard working week (Mon – Fri).

## **Practice administration and management**

1. Evidence of public liability insurance for the practice. All physiotherapists should have professional indemnity insurance and practices are expected to have buildings and contents insurance (with data reclaim cover) in addition to Employers liability insurance if appropriate. Policies to be evidenced on application.
2. Evidence of regular and up to date servicing of any therapeutic equipment and treatment couches (evidenced on application and copies must be submitted annually).
3. All patient notes should be stored in a secure locked facility or suitably secure electronic record keeping system and comply with data protection legislation. Locked cabinets/computers should be located in lockable rooms. Access must be restricted to staff with the relevant security clearance and who are directly involved in the treatment or administration of the service.
4. All practices are responsible for the retention and disposal of the clinical records they hold in line with professional and legal requirements. Practices will be asked to provide evidence of their retention and disposal policy on application, including the method of destruction.
5. All practices should comply with the Quality Assurance Standards of Physiotherapy Practice (2012) and Health and Safety Legislation including emergency procedures in the event of fire. All practices should have a current practice Health & Safety Policy to be evidenced at site visit.
6. Evidence of an office administration system to ensure the appropriate financial management of the service.
7. Evidence of effective client management systems e.g. Receptionist/answer service/appointment systems.
8. All practices must have sufficient information technology facilities to be able to comply with the required electronic reporting system for the service. Each proposed physiotherapist and administrative staff member to this contract should have access to an individual email address at the practice premises in order to use the secure email system required.
9. Practices should ensure they have sufficient resources to comply with this contract if successful.
10. All practices are required to ensure full compliance with regard to both patient and contractual confidentiality. Any breaches of confidentiality (by any medium e.g. verbal, written or social media) will be considered a breach of contract, to be investigated and dealt with as per Conditions of contract.
11. All IT systems should have adequate security in place to ensure the safeguarding of client data. This should comprise of adequate firewalls and up to date security systems.

## **SCHEDULE 3: SPECIFICATION OF PHYSIOTHERAPISTS**

**A maximum of 2 physiotherapists per practice may apply. One physiotherapist should be named as the primary provider and act as the contact person for all contractual issues.**

**All proposed Physiotherapists must demonstrate how they meet all of the criteria below and provide evidence of same.**

1. BSc/Diploma Physiotherapy
2. Full current membership of Chartered Society Physiotherapy (CSP). Evidence of continuing CSP membership must be submitted annually throughout the life of the contract.
3. Current registration with the Health and Care Professions Council (HCPC).
4. HCPC registration will be checked biennially. If for any reason a practitioner is suspended or removed from the register during the registration period, PRRT must be informed immediately and no further service may be supplied until full registration is restored
5. Minimum 5 years FTE post qualification experience as a Chartered Physiotherapist, including:
  - i. Experience of providing physiotherapy to clients whose presenting condition falls within the following 2 core specialist areas:
    - a. Elderly care /neurology
    - b. Orthopaedics/rheumatology
  - ii. Working at a senior level (Band 6/7 equivalent) in the treatment of MSK outpatients for a minimum of 2 years FTE. (An accumulation of 2 years full time experience as a Band 6/7 equivalent in musculoskeletal disorders will be considered).
  - iii. All proposed Physiotherapists must have worked within the premises specified in the application for at least 12 months full time equivalent (FTE) prior to application. In addition, all proposed physiotherapists must currently work at least 18 hours per week in the practice.

**Experience must be clearly demonstrated on application. Details of start and end dates of posts held (month/year), weekly hours worked in post and contact details must be provided for verification.**

6. Post graduate training in at least one module of two of the following assessment and treatment concepts:
  - i. Society of Musculoskeletal Medicine SOMM
  - ii. Maitland/ MSc modules in manual therapy (MACP)

- iii. McKenzie
- iv. Acupuncture (AACP approved)

Note that if acupuncture training is listed as evidence for this criterion, the physiotherapist must demonstrate current registration with the AACP

- 7. Post graduate training or demonstrable experience in chronic pain management bio psychosocial approaches and/or use of Cognitive Behavioural Therapy (CBT) in physiotherapy.
- 8. All proposed Physiotherapists are expected to meet the professional values found in the CSP Code of Professional Values & Behaviour. All Physiotherapists should comply with standards below and any subsequent updates
  - CSP Quality Assurance Standards (2012)
  - HCPC Standards of Proficiency: Physiotherapists (2013)
  - HCPC Standards of Conduct, Performance & Ethics (2016)

A Statement of understanding and of adherence is required and evidence of:

- i. Continuing professional development and clinical updating activity in the last 2 years relevant to musculoskeletal practice.
- ii. Clinical audit on standards and/or outcomes.
- iii. Appropriate standard of clinical records.

## SCHEDULE 4: PRICING

This pricing profile applies to the initial contract period and will be reviewed by the contract manager for subsequent contract periods. Contractors who wish to provide this service for PRRT will carry out work in line with the agreed Specification and will be paid at the following rate:

Remuneration by PRRT is set at a rate of £42\* per session.

The Initial Assessment and treatment appointment to last **60** minutes and all subsequent treatments to last a **minimum** of 30 minutes.

\*Tenderers must be prepared to deliver the service as described at this cost which is based on prior market testing and the level of expertise required. Prices quoted are VAT exempt in accordance with VAT notice 701/57\*

Contractors must sign and date below as confirmation of acceptance of the above pricing and appointment lengths.

Signature: .....

Printed Name: .....

On behalf of.....(Physiotherapy Practice]

Date: .....

## **SCHEDULE 5: INVOICING**

1. Invoices and discharge information should be sent via CJSM to:

[Ann.Gray@cjsm.prrt.org](mailto:Ann.Gray@cjsm.prrt.org)

[Dawn.Wilson@cjsm.prrt.org](mailto:Dawn.Wilson@cjsm.prrt.org)

[Shanene.Long@cjsm.prrt.org](mailto:Shanene.Long@cjsm.prrt.org)

2. All invoices must be preceded or accompanied by a completed PRRT discharge report including data summary and outcome measure score (Appendix A). Invoices will not be paid until all documentation is received.
3. Invoices should be on a separate sheet to any clinical information.
4. Invoices must be dated the day they were produced and should include a purchase order number from PRRT. Purchase order numbers will be issued with the referral Email.
5. Payment will be made within 21 days of receipt of discharge documentation and invoice.
6. All invoices should include practice name, address and client's physiotherapist. Client name, address and number and date of treatment sessions attended. No clinical details should be included.

## **SCHEDULE 6: MONITORING and PERFORMANCE FRAMEWORK**

The successful contractor's performance on the contract will be regularly monitored. Contractors will be sent annual performance reports based on the Key Performance Indicators as outlined in the Contract Monitoring Matrix (see Appendix B). Contract Review meetings will be arranged between PRRT and Contractors when necessary to discuss service delivery or developments.

The results of any Patient Satisfaction surveys will also be issued to the practice concerned. An example of the type of questions used is attached at Appendix C. The contract manager reserves the option to undertake spot checks of premises and facilities if required.

A Contractor who does not deliver on contract requirements is a serious matter. It means the public purse is not getting what it is paying for. If a contractor fails to reach satisfactory levels of contract performance, the Contract Manager will meet with the primary physiotherapist on contract to explain the areas in which service provision is not reaching the required standards and how improvements should be achieved. The contractor will be given a specified time to improve. The Contract Manager will then communicate with the Contractor to confirm if this has been achieved and the matter is closed. If performance levels remain below standard, the Contract Manager will either seek to terminate the contract or stipulate a further Improvement Period, depending on the seriousness of the Performance below Standard.

### ***Key Performance Indicators***

The Key Performance Indicators (KPIs) of the Physiotherapy Service providers which will be monitored are as follows:

1. Specification Standards: maintaining standards specified in the contract for a) the physiotherapy providers and b) the premises and facilities and c) the practise management and administration
2. Service and Procedural standards: maintaining compliance with the services and procedures stipulated in the contract and Instructions to Physiotherapy Providers.
3. Clinical Outcomes: providing treatment which is beneficial to the condition of the clients
4. Patient Satisfaction: providing a high quality and effective professional service to PRRT clients
5. Complaints upheld

## **SCHEDULE 7: SECURITY REQUIREMENTS**

### **Security Clearance of Staff**

PRRT requires all physiotherapists selected, receptionists and those who have access to Clinical records for administrative purposes, to be security cleared. People working for the Police and the police family need to hold Level 2 Non Police Personnel Vetting (NPP) + Counter Terrorist Check (CTC) clearance through PSNI. Please note that the PSNI application process also includes a PSNI Police Check which is carried out in addition to CTC. Contractor staff that already have CTC clearance through another organisation will be required to provide a certificate of clearance to PSNI, this will be assessed by PSNI and a decision made as to any additional vetting requirement. PSNI do not currently charge PRRT for this service; however if this were to change the cost would be passed on to the Contractor (see below).

In addition Access NI Enhanced Disclosure clearance is also required for physiotherapists as clinical services are a regulated activity (Primary Healthcare). PRRT will arrange the security vetting and Access NI clearance.

The current costs are shown below though currently the only charge is for Access NI clearance:

Clearance Level	Cost
NPP Level 2 + CTC	£55 per person
Access NI Enhanced Disclosure	£33 per person

Payment for the security clearance process is to be made at the time of application. Please note that where the proposed individual does not pass the Security Clearance process the fee paid will not be refunded. Further details in relation to payment will be provided on award of contract. Please note that all fees are non-refundable.

Upon successful completion of the process the individual will be considered as security cleared for a period of 5 years. Only those individuals whose security clearance has been confirmed to the Sponsor by PSNI will be permitted to undertake any work associated with this contract.

If, post successful vetting, changes to Contractor's staffs' personal circumstances are likely to precipitate a change in security and/or vetting status, then the Contractor is to inform the PRRT .

### **Security of Data**

1. The Contractor shall not delete or remove any proprietary notices contained within or relating to the PRRT Data.
2. The Contractor shall not store, copy, disclose, or use the PRRT Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the PRRT.
3. To the extent that PRRT Data is held and/or processed by the Contractor, the Contractor shall supply that PRRT Data to the PRRT as requested by the PRRT.
4. If the PRRT Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the PRRT may



- a. require the Contractor (at the Contractor's expense) to restore or procure the restoration of PRRT Data and the Contractor shall do so as soon as practicable but not later than one month; and/or
- b. itself restore or procure the restoration of PRRT Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so to the extent and in accordance with the requirements.
5. If at any time the Contractor suspects or has reason to believe that PRRT Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the PRRT immediately and inform the PRRT of the remedial action the Contractor proposes to take.
6. With respect to the parties' rights and obligations under this Agreement, the parties agree that the PRRT is the Data Controller and that the Contractor is the Data Processor.

The Contractor shall:

- a. process the Personal Data only in accordance with instructions from the PRRT (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the PRRT to the Contractor during the Term); (See Schedule 8)
- b. process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- c. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- d. take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- e. ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Schedule;
- f. ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the PRRT;
- g. notify the PRRT (within [five] Working Days) if it receives:
  - i. a request from a Data Subject to have access to that person's Personal Data; or
  - ii. a complaint or request relating to the PRRT's obligations under the Data Protection Legislation;
- h. provide the PRRT with full cooperation and assistance in relation to any complaint or request made, including by:
  - i. providing the PRRT with full details of the complaint or request;
  - ii. complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the PRRT's instructions;
  - iii. providing the PRRT with any Personal Data it holds in relation to a Data Subject (within the timescales required by the PRRT and
  - iv. providing the PRRT with any information requested by the PRRT;
  - v. permit the PRRT or the Contract Manager (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) and comply with all reasonable requests or directions by the

PRRT to enable the PRRT to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement.

7. Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the PRRT See Schedule 8); and
8. Not Process Personal Data outside the European Economic Area without the prior written consent of the PRRT and, where the PRRT consents to a transfer, to comply with:
  - a. the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
  - b. any reasonable instructions notified to it by the PRRT.
9. The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the PRRT to breach any of its applicable obligations under the Data Protection Legislation.
10. Until and/or unless a change to the Charges is agreed by the PRRT pursuant to clause F3 the Contractor shall continue to perform the Services in accordance with its existing obligations.

### **Malicious Software**

11. The Contractor shall, as an enduring obligation throughout the Term, use the latest versions of anti-virus software available.

### **Malicious Software from the ICT Environment.**

12. If Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of PRRT Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
13. Any cost arising out of the actions of the parties taken in compliance with these provisions shall be borne by the parties as follows:
  - a. by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the PRRT Data (whilst the PRRT Data was under the control of the Contractor); and
  - b. by the PRRT if the Malicious Software originates from the PRRT Software or the PRRT Data (whilst the PRRT Data was under the control of the PRRT).

## GENERAL DATA PROTECTION REGULATIONS

### Part 1: STANDARD GDPR CLAUSE DEFINITIONS

#### STANDARD DEFINITIONS, WHICH ARE AMENDED WITHIN CONTRACT

**Party:** a Party to this Agreement

**Agreement:** this contract;

**Law:** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply;

**Contractor Personnel:** means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement

#### GDPR CLAUSE DEFINITIONS:

**Data Protection Legislation:** (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [ subject to Royal Assent ] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

**Data Protection Impact Assessment :** an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

**Controller , Processor , Data Subject , Personal Data , Personal Data Breach , Data Protection Officer** take the meaning given in the GDPR.

**Data Loss Event :** any event that results, or may result, in unauthorised access to Personal Data held by the Contractor 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 Subject Access Request:** 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:** Data Protection Act 2018

**GDPR:** the General Data Protection Regulation (*Regulation (EU) 2016/679*)

**LED:** Law Enforcement Directive (*Directive (EU) 2016/680*)

**Protective Measures:** 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.

**Sub-processor:** any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

## Part 2 GDPR CLAUSES

### 1. DATA PROTECTION

**1.1.** The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do is listed in Schedule 8 by the Customer and may not be determined by the Contractor.

**1.2** The Contractor shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.

**1.3** The Contractor shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:

- a. systematic description of the envisaged processing operations and the purpose of the processing;
- b. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c. an assessment of the risks to the rights and freedoms of Data Subjects; and
- d. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

**1.4** The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- a. process that Personal Data only in accordance with Schedule 8, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;
- b. ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- c. ensure that :
  - i. the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule X);
  - ii. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Contractor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:

(i) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and

(iv) the Contractor complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(E) at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

**1.5** Subject to clause 1.6, the Contractor shall notify the Customer immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;  
or

(f) becomes aware of a Data Loss Event.

**1.6** The Contractor's obligation to notify under clause 1.5 shall include the provision of further information to the Customer in phases, as details become available.

**1.7** Taking into account the nature of the processing, the Contractor shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:

(a) the Customer with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Customer following any Data Loss Event;

(e) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.

**1.8** The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:

(a) the Customer determines that the processing is not occasional;

(b) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

**1.9** The Contractor shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.

**1.10** The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

**1.11** Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

(a) notify the Customer in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Customer;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and

(d) provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

**1.12** The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.

**1.13** The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

**1.14** The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.



## **SCHEDULE 8: SCHEDULE OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS**

1. The Contractor shall comply with any further written instructions with respect to processing by the Client/Contracting Authority.
2. Any such further instructions shall be incorporated into this Schedule.

<b>Description Details</b>	<b>Subject matter</b>
Subject matter of the processing	Provision of Physiotherapy services to PRRT clients
Duration of the processing	This contract commenced on 1/09/13 and will end on 31/08/18 however clinical data will be held by the contractor until it reaches the appropriate destruction date 8 years after the last clinical entry
Nature and purposes of the processing	<p>Nature: The collection and recording of accurate clinical data from the client in relation to their presenting condition. The recording of all treatment interventions and interactions between the client and Physiotherapist as per Professional guidelines and legal requirements.</p> <p>The safe and secure storage of such whether paper or electronic. Including notification procedures in the event of any data loss/breach.</p> <p>The restriction of access to those directly involved in the client's care.</p> <p>The sharing of relevant clinical data with PRRT and other medical professionals in line with professional guidelines.</p> <p>The purpose: Physiotherapy assessment and treatment, care planning</p>
Type of Personal Data	Name, address, date of birth, telephone number, medical history and treatment, diagnosis and treatment notes, discharge notes, outcome measures. Medical letters, medical/test reports.
Categories of Data Subject	PRRT clients

<p>Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data must be held by the practitioner as a requirement, under Department of Health guidance, for a minimum of 8 years after last entry. PRRT policy is to keep clinical data for 8 years for core clients. It should then be destroyed in line with the practice policy.</p>
<p>Roles and responsibilities of the Controller and the Processor and any sub-processors.</p>	<p>PRRT will share, via secure email, the minimum amount of referral information necessary to allow the client to receive a service from the contractor.  The contractor will collect and record sufficient information to meet the professional requirements for clinical record keeping.  The contractor will provide PRRT with sufficient discharge information (in the form of a clinical summary report) to make clinical decisions on future physiotherapy requests/ requirements.</p>

## **SCHEDULE 9: EXIT PLAN AND TERMINATION**

### **1 General**

1. The Contractor is required to ensure the orderly transition of the Services from the Contractor to the PRRT and/or a Replacement Contractor in the event of termination (including partial termination) or the expiry of this Contract. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the exit plan.
- 1.1 The provision of this schedule shall apply both to the termination or expiry of the Contract as a whole (however arising) and also to each and every partial termination (if any), save as expressly stated otherwise in this schedule.

### **2 Exit Plan**

- 2.1 The Contractors' Primary Physiotherapist (Physio 1) and the PRRT's Contract Manager will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this schedule and each party's compliance with it.
- 2.2 The Contractor shall, at least three (3) months before the intended termination, provide the PRRT with all information in relation to their intended exit. The PRRT will draw up an Exit Plan for achieving an orderly transition of Services from the Contractor to the PRRT and onwards to a Replacement Contractor on the expiry or termination of this Contract and which complies with the requirements set out in Clause 2.3 below. Within thirty (30) days after the submission of the Exit Plan, the parties will use their respective reasonable endeavours to agree the contents of the Exit Plan.
- 2.3 The Exit Plan will contain, as a minimum:
  - 2.3.1 The responsibilities of the Contractor and the PRRT during both transfer and cessation of the Services; and
  - 2.3.2 A detailed description of both the transfer and cessation processes, including timetable and details of how the Contractor will ensure that the Service will be transferred effectively, efficiently and in an orderly manner that will enable the PRRT and the Replacement Contractor to continue with the Service from the Transfer Date in a manner and form that is mutually agreed.

### **3 Co-Operation and Assistance**

- 3.1 Subject to clause 3.6, during the transition, the Contractor shall provide the PRRT and/or Replacement Contractor reasonable co-operation in connection with the transfer of responsibility for the Services and so as to assist the PRRT to resume the operation of Services.
- 3.2 For the purpose of this paragraph 3, the meaning of the term 'reasonable co-operation' shall include:

- a. liaising with the PRRT and/or a Replacement Contractor, providing reasonable assistance and advice concerning the Services and the transfer of the responsibility for their performance to the PRRT or to such Replacement Contractor;

3.3. During the transition, the Contractor shall provide to the PRRT or, if requested by the PRRT, any Replacement Contractor:

- (a) in accordance with clause H6 of the Contract, all information the Contractor has in its possession or control or is able to produce relating to the Services that is reasonably necessary to enable the PRRT or a Replacement Contractor to take over the provision of the Services.
- (b) any reasonable assistance, expertise and advice requested by the PRRT in connection with any proposed or envisaged transfer of Services or to facilitate the transfer of Services to the PRRT or a Replacement Contractor; and
- (c) all reasonable assistance in connection with its preparation of any request for proposal or other similar to some or all of the Services,

3.4. For avoidance of doubt the Contractor will, unless otherwise agreed in writing between the parties, continue to provide the Service under this Contract throughout the transition and any extension thereof pursuant to paragraph 3.1, at no detriment to the Service Levels.

3.5. The Contractor shall not be held liable or responsible for any damage, loss or defect arising as a direct result of any act or omission by the PRRT or any Replacement Contractor appointed by the PRRT in the provision of this Service.

3.6. The Contractor shall be under no obligation to retain those Staff engaged to provide the Services beyond the transition save where the PRRT has requested such assistance pursuant to paragraph 3.4.

#### **4. Termination Obligations**

4.1 The Contractor shall comply with all of its obligations contained within the Exit Plan.

4.2 The Contractor will use all reasonable endeavours to ensure that the transfer of PRRT Data will not disrupt or inconvenience the PRRT.

4.3 Each party will return to the other party all Confidential Information of the other party and will certify that it does not retain the other party's Confidential Information save to the extent (and for a limited period) that such information needs to be retained by the party in question for the purposes of providing or receiving any Services.

**Note: This agreement shall be terminated without notice if:-**

- **Security clearance or Access NI clearance is revoked or suspended or the physiotherapist is suspended or removed from the HCPC register.**

## **APENDIX A**



**Data Summary**

**Case ref:** [   ]

**Diagnosis** [   ]

**Discharge EQ5D-5L raw score** [ e.g. 11111 ]

**General Outcome**

No change in presenting problem [   ]

Maintenance achieved [   ]

Problem resolving [   ]

Problem resolved [   ]

Problem worsening [   ]

**Discharge Status**

Treatment completed [   ]

Onward referral [   ]

DNA/CNA [   ]

If onward referral, to whom [   ]

**Signed:** [   ]

**Treating Physiotherapist**



***EQ-5D 5L Measure***  
***(English version for the UK)***



Under each heading, please tick the ONE box that best describes your health TODAY

**MOBILITY**

- I have no problems in walking about
- I have slight problems in walking about
- I have moderate problems in walking about
- I have severe problems in walking about
- I am unable to walk about

**SELF-CARE**

- I have no problems washing or dressing myself
- I have slight problems washing or dressing myself
- I have moderate problems washing or dressing myself
- I have severe problems washing or dressing myself
- I am unable to wash or dress myself

**USUAL ACTIVITIES** (e.g. work, study, housework, family or leisure activities)

- I have no problems doing my usual activities
- I have slight problems doing my usual activities
- I have moderate problems doing my usual activities
- I have severe problems doing my usual activities
- I am unable to do my usual activities

**PAIN / DISCOMFORT**

- I have no pain or discomfort
- I have slight pain or discomfort
- I have moderate pain or discomfort
- I have severe pain or discomfort
- I have extreme pain or discomfort

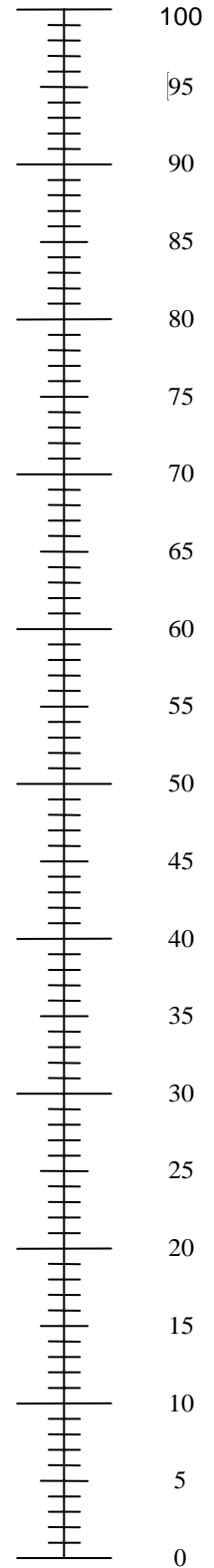
**ANXIETY / DEPRESSION**

- I am not anxious or depressed
- I am slightly anxious or depressed
- I am moderately anxious or depressed
- I am severely anxious or depressed
- I am extremely anxious or depressed

- We would like to know how good or bad your health is TODAY.
- This scale is numbered from 0 to 100.
- 100 means the best health you can imagine. 0 means the worst health you can imagine.
- Mark an X on the scale to indicate how your health is TODAY.
- Now, please write the number you marked on the scale in the box below.

YOUR HEALTH TODAY =

The best health  
you can imagine



The worst health  
you can imagine

**APPENDIX B**

**Contract Monitoring Matrix**

<b>KPI</b>	<b>Annual Documents</b>	<b>Biennial Audit</b>	<b>Audit</b>	<b>Client feedback</b>	<b>Outcome Measures</b>	<b>Practice Visits</b>
Compliance Specification Standards	CSP membership Equipment servicing	HCPC Registration.				When required for premises moves or updating. Spot check visits.
Service and Procedural standards			Discharge returns. Invoicing			
Clinical Outcomes					Discharge reports and EQ 5D	
Client satisfaction				Client survey responses	Self - reported Outcomes	
Reported Complaints				Upheld complaints		

**Patient Satisfaction Survey – example questions**

	<b>QUESTION</b>	<b>KPI</b>
3	Which physiotherapist treated you?	Procedural
4	How long was first appointment?	Service specification
5	How long were subsequent appointments?	Service specification
6	How satisfied were you with the professionalism of your therapist?	Satisfaction/Service
7	How satisfied were you with the explanation of your condition?	Satisfaction/Service
8	How satisfied were you with the explanation of treatment provided?	Satisfaction/Service
13	Was the treatment you received of benefit?	Clinical outcome
14	Has the treatment you received improved your condition?	Clinical outcome
15	Overall how satisfied are you with the service received?	Satisfaction