

# **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 2016/17:-

<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.

Description Details	Subject matter
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.            The safe and secure storage of such whether paper or electronic. Including notification procedures in the event of any data loss/breach.            The restriction of access to those directly involved in the client's care.            The sharing of relevant clinical data with PRRT and other medical professionals in line with professional guidelines.            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

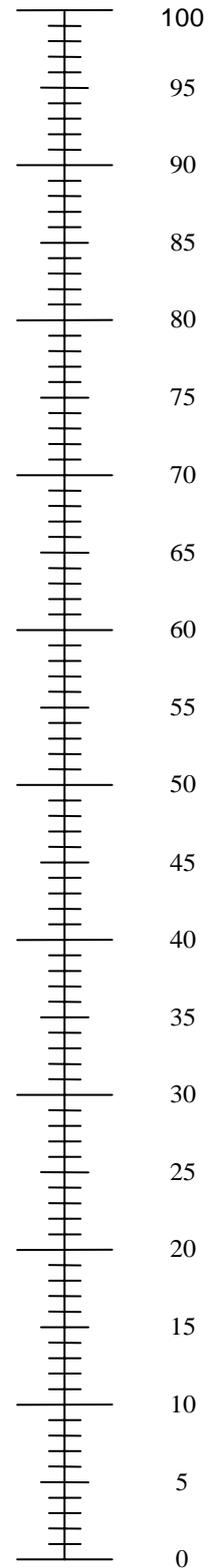
**ANXIETY / DEPRESSION**

- 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**

	<i><b>QUESTION</b></i>	<i><b>KPI</b></i>
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