



**And**

**(Name of Contractor)**

**Terms and Conditions**

**For the Provision of**

**NHS Health Checks**

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## **CONDITIONS OF CONTRACT**

THIS AGREEMENT is made the **1st day of April, 2014**

**BETWEEN:**

- (1) **Trafford Borough Council** of Trafford Town Hall Talbot Road, Old Trafford, Stretford, Manchester M32 0TH (**the "Council"**) and
- (2) **(Contractor Name)** whose registered office is at (Contractor address) (**the "Contractor"**)

**WHEREAS:**

- A. The Contractor will enter into this Agreement with the Council to provide an NHS Health Check service within the borough of Trafford as outlined in Annex B.

## **PART A - OPERATIVE PROVISIONS**

### **1.1 DEFINITIONS**

The terms and expressions used in these Standard Terms and Conditions shall have the meanings set out below:

“Authorised Officer”	the person duly appointed by the Council to act as the representative of the Council for the purpose of the Contract and notified in writing to the Contractor from time to time and identified in the Contract Particulars or as amended from time to time and in default of such notification the Council’s head of procurement or similar responsible officer.
“Business Day”	The NHS contracted opening days and the NHS opening hours of the Contractor.
“Change in Law”	the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any Law, or any amendment or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England in each case after the date of this Contract.
“Commencement Date”	the commencement date stated in the Contract Particulars.
“Confidential Information”	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 which relates to the Services, the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA) and commercial sensitive information.
“Contract”	<p>the agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority:</p> <ol style="list-style-type: none"><li>1. the Contract Particulars;</li></ol>

2. the Standard Terms and Conditions;
3. the Tender except to the extent that any element of the Tender has been included in the Contract Particulars.

“Contractor”	the contractor and where applicable this shall include the contractor's Employees, sub-contractors, agents, representatives, and permitted assigns and, if the contractor is a consortium or consortium leader, the consortium members.
“Contract Manager”	the person named in the Contract Particulars as the contract manager and any replacement from time to time in accordance with clause 7.2.
Contract Review Monitoring Group	means those authorised officers appointed by the Council, from time to time, to manage and monitor the Services provided in accordance with this Agreement
“Contract Particulars”	the document attached hereto at Annex A and detailing the specific core terms agreed between the parties with regard to the Services which shall include but not be limited to the Pricing Schedule, Delivery Instructions, Commencement Date, Authorised Officer, Contract Manager, Key Personnel, Contract Period, and the Specification and relevant contract specific details.
“Contract Period”	the period of the contract as stated in the Contract Particulars.
“Control”	control as defined by section 416 of the Income and Corporation Taxes Act 1988.
“Council”	the Council named in the Contract Particulars and where the context so admits includes any person which takes over or assumes the statutory functions or administrative responsibilities of the Council (whether in part or totally) or which is controlled by or is under common control with the Council (and the expression “control” shall mean the power to direct or cause the direction of the general management and policies of the person in question but only for so long as such control exists).
“DPA”	The Data Protection Act 1998.

“Delivery Instructions”	the instructions provided in the Contract Particulars and any other information that the Council considers appropriate to the provision of the Services.
“DRB”	means the Disclosure and Barring Service formerly Criminal Records Bureau (CRB)
“Employee”	any person employed by the Contractor to perform the Contract which will also include the Contractor's servants, agents, voluntary and unpaid workers and subcontractors and representatives or, in respect of clause 27 (TUPE and Re-Tendering) and any other TUPE obligation, an individual employed by the Contractor in the performance of the Services.
“EIR”	The Environmental Information Regulations 2004.
“FOIA”	The Freedom of Information Act 2000.
“Force Majeure”	any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either party, including without limitation: acts of God, war, industrial action (subject to clause 34.3), protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies.
“Good Industry Practice”	the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of services similar to the Services under the same or similar circumstances as those applicable to the Contract.
“HRA”	The Human Rights Act 1998.
“Intellectual Property Rights”	patents, inventions, trade marks, service marks, logos, design rights (whether registrable 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 registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Invitation to Tender”	the Council’s invitation to tender for the Contract.
“Key Personnel”	those persons named in the Contract Particulars as being key personnel and any replacement from time to time under clause 10.1.5.
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
“Liabilities”	all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.
“Order”	an order for Services to be provided where the Contract is identified in the Contract Particulars to be delivered by call off.
“Price”	the price of the Services as set out in the Contract Particulars. Unless otherwise stated, any reference to Price shall be regarded as being exclusive of properly chargeable VAT which shall be separately accounted for.
“Pricing Schedule”	the schedule from the Tender detailing the pricing as detailed at Annex C.
“Replacement Contractor”	any company, organisation or person who replaces the Contractor following termination or expiry of all or part of this Contract
“Services”	the services described in the Specification to be supplied by the Contractor in accordance with the Contract together with all equipment required and any associated goods provided by the Contractor in relation to those services.
“Specification”	the specification included in the Contract Particulars setting out the Council's detailed



	requirements in relation to the Services.
“Standard Terms and Conditions”	the terms and conditions set out in this document.
“Tender”	the Contractor’s tender for the Services in response to the Council’s Invitation to Tender.
“TUPE”	The Transfer of Undertakings (Protection of Employment) Regulations 2006.
‘VfM’	means value for money.
“VAT”	means Value Added Tax or any similar tax from time to time replacing it or performing a similar fiscal function.

**1.2** Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings.

**1.3** A reference to any statute, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

**2. HEADINGS**

**2.1** The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

**3. NOTICES**

**3.1** Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, by fax or by sending it by registered post or recorded delivery to the appropriate address, fax number or email address notified to each other as set out in the Contract Particulars.

**3.2** Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted; any notice sent by fax will be deemed to have been served 24 hours after it was despatched and any notice sent by email before 5 p.m. will be deemed to have been served on the day of despatch and otherwise on the following day save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

**4. ENTIRE AGREEMENT**

**4.1** The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause 4 shall not exclude liability in respect of any fraudulent misrepresentation.

## **PART B - PROVISION OF SERVICES**

### **5. CONTRACT PERIOD**

- 5.1** The Contract shall commence on the Commencement Date and subject to clause 5.2 shall continue for the Contract Period.
- 5.2** If the Contract Period includes an option to extend and the Council intends to take up the option, the Contractor shall be notified in writing within the period stated in the Contract Particulars prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

### **6. PERFORMANCE**

- 6.1** The Services shall be provided in accordance with any Delivery Instructions. The NHS contracted opening days and the NHS opening hours of the Contractor.
- 6.2** The time of the delivery of the Services is of essence to the Contract.
- 6.3** The Council will have the right to observe the Contractor's performance of the Services at any time and at the place of performance of the Services which shall not be limited to those Services which are being performed on the Council's premises.
- 6.4** If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Council which prevents or hinders, or may prevent or hinder the Contractor from performing the Services in accordance with the Contract, the Contractor shall inform the Council and the Council may, at its absolute discretion, extend the period of the Contract accordingly.
- 6.5** If the Contractor at any time becomes aware of any material matter that could affect the performance of the Services in accordance with the Contract, the Contractor shall inform the Council immediately.
- 6.6** If the Contractor has a change in Control, the Contractor shall inform the Council as soon as reasonably practicable.
- 6.7** The Council retains the Contractor for the performance of the Services on a non exclusive basis.

### **7. CONTRACT MANAGER**

- 7.1** The Contractor shall employ a competent and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract.
- 7.2** The Contractor shall forthwith give notice in writing to the Council of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Contractor shall give maximum possible notice to the Council before changing its Contract Manager.

## **8. ORDERING PROCESS**

- 8.1** Where this Contract is identified as requiring Orders in the Contract Particulars the Contractor shall accept Orders made in writing by the Council under the provisions of this clause.
- 8.2** Except where specified Orders are required to call off the Services the Council gives no guarantees whatsoever as to when any Order will be placed during the Contract Period or under the Contract.
- 8.3** The Orders shall state the type of or part of the Services required including the Council's requirements with regard to timescale for delivery of those Services.

## **9. TITLE TO GOODS**

- 9.1** Title in any goods provided as part of the Services shall pass to the Council upon delivery or early payment without prejudice to any rights of rejection which may accrue to the Council under the Contract or otherwise.

## **10. WARRANTY**

- 10.1** The Contractor warrants to the Council that the Services will be provided:
- 10.1.1** in a proper, skilful and workmanlike manner;
  - 10.1.2** by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;
  - 10.1.3** in accordance with the Contract and any descriptions provided by the Contractor;
  - 10.1.4** to the reasonable satisfaction of the Authorised Officer;
  - 10.1.5** by Key Personnel (if any) who shall not be released from providing the Services permanently without the agreement of the Council, except by reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by the Council, or the element of the Services in respect of which the individual was engaged has been completed to the Council's satisfaction or other extenuating circumstances explained to the Council. Any replacements for the Key Personnel shall be subject to the agreement of the Council and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and
  - 10.1.6** in a way that the Contractor takes every reasonable precaution to safeguard the Council's property entrusted to the care of the Contractor.
- 10.2** The Contractor warrants to the Council that to the extent that any goods, equipment or consumables are provided as part of the Services they will:
- 10.2.1** be free from defects in design, material and workmanship; and

- 10.2.2** be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.
- 10.3** Without prejudice to the Council's rights to terminate under clause 13 (Termination), if any of the Services supplied are not in accordance with the Contract, the Council shall be entitled to:
  - 10.3.1** require the Contractor to provide replacement Services in accordance with the Contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or
  - 10.3.2** subject to clause 18 (Indemnity and Liability) require repayment of the proportion of the Price which has been paid in respect of such Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Council in obtaining replacement Services.

## **11. CONTRACTOR'S EMPLOYEES**

- 11.1** The Council reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Council:
  - 11.1.1** any member of the Contractor's Employees; and/or
  - 11.1.2** any person employed or engaged by a sub-contractor, agent or servant of the Contractor

whose admission or continued presence would be, in the reasonable opinion of the Council, undesirable.
- 11.2** When directed by the Council, the Contractor shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of the Council, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Council may reasonably desire.
- 11.3** The Contractor's Employees, engaged within the boundaries of any of the Council's 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 that establishment and when outside that establishment.
- 11.4** The decision of the Council as to whether any person is to be refused access to any premises occupied by or on behalf of the Council shall be final and conclusive.
- 11.5** The Contractor shall replace any of the Contractor's Employees who the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor's Employees for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 11.6** The Contractor shall bear the cost of or costs arising from any notice, instruction or decision of the Council under this clause.

## **PART C - PRICE AND PAYMENT**

### **12. PRICE AND PAYMENT**

- 12.1** The Council shall pay the Price for the Services to the Contractor.
- 12.2** The Contractor shall submit an invoice in the format prescribed in the Contract Particulars to the Council no later than the intervals specified in the Contract Particulars detailing the Services provided during the calendar month and the amount payable.
- 12.3** Payment of any undisputed invoice will be made no later than thirty (30) days following the date of receipt of the invoice by the Council.
- 12.4** The Council reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor has either failed to provide the Services at all or has provided the Services inadequately and any invoice relating to such Services will not be paid unless or until the Services have been performed to the Council's satisfaction.
- 12.5** Any overdue sums will bear interest from the due date until payment is made at 2% per annum over the Co-operative Bank plc. base rate from time to time. The Contractor is not entitled to suspend provision of the Services as a result of any overdue sums.
- 12.6** The Council will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Council to the Contractor against any liability of the Contractor to the Council (in either case howsoever arising and whether any such liability is present or future, liquidated or liquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Contractor into any other currency or currencies in which the obligations of the Council are payable under this Contract. The Council's rights under this clause will be without prejudice to any other rights or remedies available to the Council under this Contract or otherwise.
- 12.7** Further details of payment, if any, are set out in the Pricing Schedule and/or Contract Particulars.
- 12.8** Prices and all other sums payable under this Contract are stated exclusive of VAT. Where applicable, VAT shall be payable by the Council to the Contractor only upon receipt of a valid VAT invoice therefore.

## **PART D - TERMINATION AND CONSEQUENCES OF TERMINATION**

### **13. TERMINATION**

- 13.1** Subject to the provisions of clause 34 (Force Majeure) the Council may terminate the Contract with immediate effect by notice in writing to the Contractor on or at any time if:
- 13.1.1** There is a change of Control in the Contractor or its Parent Company; or

- 13.1.2** the Contractor, being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or has a receiver appointed under the Mental Health Act 1983 or dies; or
- 13.1.3** the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction; or
- 13.1.4** The Contractor is convicted of a criminal offence; or
- 13.1.5** The Contractor ceases or threatens to cease to carry on its business; or
- 13.1.6** There is a risk or a genuine belief that reputational damage to the Council will occur as a result of the Contract continuing; or
- 13.1.7** the Contractor is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Council within 14 days, or such other reasonable period as may be specified by the Council after issue of a written notice specifying the breach and requesting it to be remedied; or
- 13.1.8** There is a material or substantial breach by the Contractor of any of its obligations under this Contract which is incapable of remedy; or
- 13.1.9** The Contractor commits persistent minor breaches of this Contract whether remedied or not.
- 13.2** The Council reserves the right to terminate the Contract in part in the case of termination under clauses 13.1.7, 13.1.8 and 13.1.9.
- 13.3** The Council reserves the right to perform the Services at any time in whole or part itself where the Contractor is in breach of the Contract.

- 13.4** Where this Contract is subject to Orders as specified in the Contract Particulars the Council has the right to terminate any individual Order or Orders or the whole Contract under the provisions of this clause 13.
- 13.5** This Contract may be terminated in accordance with the notice of termination requirements as specified in the Contract Particulars.
- 13.6** This Contract may be terminated in accordance with the Force Majeure termination rights as specified in the Contract Particulars.
- 13.7** The Council may terminate this Contract in accordance with clause 35.3.

#### **14. CONSEQUENCES OF TERMINATION**

- 14.1** If this Contract is terminated in whole or in part the Council shall:
- 14.1.1** be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination; and/or
- 14.1.2** except for termination under clause 13.5, be entitled to deduct from any sum or sums which would have been due from the Council to the Contractor under this Contract or any other contract and to recover the same from the Contractor as a debt any sum in respect of any loss or damage to the Council resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable cost to the Council of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Services or any parts of them and any reasonable costs incurred by the Council in accordance with clause 13.3; and/or
- 14.1.3** in the event that any sum of money owed by the Contractor to the Council (the Contractor's debt) exceeds any sum of money owed by the Council to the Contractor (the Council's debt) under this Contract then the Council shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Council's debt or to recover the Contractor's debt as a civil debt;
- 14.2** Where the Contractor engages in conduct prohibited by clauses 35.1 and 35.2 in relation to this or any other contract with the Council, the Council has the right to:
- 14.2.1** terminate the Contract and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or
- 14.2.2** Recover in full from the Contractor any other loss sustained by the Council in consequence of any breach of this clause whether or not the Contract has been terminated.
- 14.3** Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to

termination, neither party shall have any further obligation to the other under the Contract.

- 14.4** Where termination arises under clause 13.5, the terminating party shall pay to the other party any reasonable, direct and quantifiable costs reasonably incurred by the other party due to early termination subject to the maximum liability provision in clause 18.
- 14.5** If the Contract is terminated in accordance with clause 34.4 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.
- 14.6** If it becomes necessary for the Council to terminate the Contract in whole or in part and procure the provision of the whole or any part of the Services the Contractor shall, in addition and without prejudice to any other claim which the Council may have against him, pay all costs which the Council may properly incur in procuring an alternative contractor to deliver the Services to the extent caused by or arising out of such termination

## **15. DISPUTE RESOLUTION PROCEDURE**

- 15.1** If a dispute arises between the Council and the Contractor in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.
- 15.2** If a dispute is not resolved within fourteen (14) days of referral under clause 15.1 then either party may refer it to an officer of suitable seniority or an appropriate nominated officer of each party for resolution and such officers shall meet for discussion within 14 days or longer period as the parties may agree.
- 15.3** A dispute not resolved in accordance with clauses 15.1 and 15.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties and such appointment shall be made not later than 28 days or longer period as the parties may agree after service of a request in writing by either party to do so. The parties shall contribute equally to the costs of mediation.
- 15.4** Where one party refuses to agree or appoint a mediator, or fails to do so within the time specified, in accordance with clause 15.3 the other party, may give notice in writing to the party in default that it proposes to appoint a mediator to act as sole mediator and if the party in default does not within 7 clear days of that notice being given agree an arbitrator or make the required appointment, and notify the other party that it has done so, the other party may appoint a mediator as sole mediator. The parties shall contribute equally to the costs of mediation.
- 15.5** Where parties fail to reach an agreement to resolve the dispute through the mediation procedure detailed in clauses 15.3 and 15.4, either party may pursue any other available remedy in accordance with this Contract. For the avoidance of any doubt where parties fail to reach an agreement both parties shall contribute equally to the costs of mediation.
- 15.6** Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.



**15.7** For the avoidance of any doubt this clause 15 shall not be invoked where a party wishes to terminate the Contract, with or without notice, in accordance with clause 13.

## **16. SURVIVAL**

**16.1** The following clauses will survive termination or expiry of the Contract: Clause 9 (Risk in and Title to the Goods), Clause 14 (Consequences of Termination), Clause 19 (Intellectual Property), Clause 20 (Confidentiality and Publicity), Clause 21 (Data Protection), Clause 22 (Freedom of Information), Clause 23 (Record Keeping and Monitoring), Clause 27 (TUPE and Re-Tendering), Clause 32 (Severance), Clause 38 (Non Solicitation and Offers of Employment) and Clause 40 (Law and Jurisdiction).

## **PART E - INSURANCE AND LIABILITIES**

### **17. INSURANCE**

**17.1** The Contractor shall maintain insurance necessary to cover any liability arising under the Contract as set out in the Contract Particulars.

**17.2** The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.

**17.3** If the Contractor does not maintain the necessary insurances under the Contract the Council may insure against any risk in respect of the default and may charge the Contractor the cost of such insurance together with a reasonable administration charge.

### **18. INDEMNITY AND LIABILITY**

**18.1** Neither party seeks to exclude or limit its liability for:

**18.1.1** Death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

**18.1.2** Fraudulent misrepresentation; or

**18.1.3** Any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.

**18.2** Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.

**18.3** Subject to clauses 18.1, 18.2 and 18.5, the Contractor's liability to the Council under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to the proportion of the Price stated in the Contract Particulars which is paid and payable at the time that the liability arises.

**18.4** Subject to clauses 18.1 and 18.2, the Council's liability to the Contractor under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to the proportion of the Price stated in the Contract Particulars which is paid and payable at the time that the liability arises.

- 18.5** The Contractor shall indemnify the Council in full without limit of liability for any direct loss of or damage to the real or personal property of the Council or any third party, including Intellectual Property Rights, or injury claimed by any third party and against all Liabilities awarded against or incurred by the Council (including legal expenses on an indemnity basis) arising from the Contractor's negligence, any defect or fault in the Services or any act or omission of the Contractor in delivering the Services.

## **PART F - PROTECTION OF INFORMATION**

### **19. INTELLECTUAL PROPERTY**

- 19.1** All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

**19.1.1** provided to the Contractor by the Council shall remain the property of the Council;

**19.1.2** Prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Council subject to any exceptions set out in the Contract Particulars.

- 19.2** The Contractor shall obtain necessary approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Contractor shall procure that the owner of the Intellectual Property Rights grant to the Council a non-exclusive licence, or if the Contractor is itself a licensee of those rights, the Contractor shall grant to the Council an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, and novae or assign to other Councils, the replacement Contractor or to any other third party providing services to the Council, and shall be granted at no cost to the Council.

- 19.3** It is a condition of the Contract that the Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Council against all Liabilities which the Council may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the Council.

- 19.4** At the termination of the Contract the Contractor shall at the request of the Council immediately return to the Council all materials, work or records held in relation to the Services, including any back-up media.

### **20. CONFIDENTIALITY AND PUBLICITY**

- 20.1** Any documents provided by the Council and information which the Contractor may acquire as a result of the Contract shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the Council and shall not be disclosed disposed of or used for any purpose without prior written consent from the Council.

- 20.2** All Confidential Information provided by the Council to the Contractor shall be returned to the Council at the end of the Contract.

**20.3** Without prejudice to the Council's obligations under the FOIA or EIR, neither party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other party (such consent not to be unreasonably withheld or delayed).

**20.4** Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, Employees, sub-contractors, agents, professional advisors and consultants.

## **21. DATA PROTECTION**

**21.1** The Contractor shall (and shall procure that any of its Employees involved in the provision of the Services) comply with any requirements under the DPA.

## **22. FREEDOM OF INFORMATION**

**22.1** The Council is subject to the FOIA and the EIR ("the Acts"). As part of the Council's duties under the Acts, it may be required to disclose information forming part of the Contract to anyone who makes a reasonable request. The Council has absolute discretion to apply or not to apply any exemptions under the Acts.

**22.2** The Contractor shall assist and cooperate with the Council (at the Contractor's expense) to enable the Council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the Council.

## **23. RECORD KEEPING, MONITORING AND ASSISTANCE**

**23.1** In order to assist the Council in its record keeping and monitoring requirements including auditing and National Audit Office requirements, the Contractor shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Council, and all payments made by the Council. The Contractor shall on request allow the Council or the Council's representatives such access to (and copies of) those records as may be required by the Council in connection with the Contract.

**23.2** The Contractor will at its own cost, provide any information that may be required by the Council to comply with the Council's procedures for monitoring of the Contract.

**23.3** The Contractor will at its own cost, provide any information that may be required by the local government Ombudsman.

**23.4** The Council is committed to helping improve the efficiency of contracted suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed by the Council and the Provider and shall be formally documented. It is possible that measurement criteria will develop during the Contract Period and any such developments shall also be documented following agreement by the parties. All contract monitoring shall be conducted in accordance with the Agreement, including but not limited to, the provisions detailed in the Specification.

**23.5** The Provider shall ensure that the information, records, and documentation necessary to effectively monitor the performance of the Agreement are accurately

maintained at all time. The Council shall ensure that the validity of the data is checked at regular intervals.

- 23.6** Where the Contractor or any of its staff become aware of any incident, accident or any other matter which may give rise to a claim or legal proceedings in respect of the provision or failure to provide the Service, it shall notify the Council immediately in writing.
- 23.7** The Contractor shall meet with the Commissioner where appropriate following completion of the self-assessment tool and Pre Payment Verification visits for the purposes of monitoring and improving the Service.
- 23.8** As part of our quarterly assessment, the Contractor shall undertake a customer satisfaction survey of those service users to whom this Service will be supplied to in accordance with this Agreement in intervals of not less than every six months during the period of this Agreement. The outcomes of any such survey shall be supplied to the Council.

## **PART G - STATUTORY OBLIGATIONS**

### **24. HEALTH AND SAFETY**

- 24.1** The Contractor shall comply with all relevant health and safety legislation in force, accepted industry best practice and all its own health and safety policies from time to time and the Contractor shall at its own costs provide copies of such policies to the Council upon request by the Council.

### **25. CORPORATE REQUIREMENTS**

- 25.1** The Contractor shall comply with all obligations under the HRA.
- 25.2** The Contractor shall adopt and comply with its own policies and rules, such as, but not limited to:
  - 25.2.1** equality and diversity policies which shall comply with its statutory obligations under the Equality Act 2006 and all other relevant anti-discrimination and equalities legislation (including but not limited to the Race Relations Act 1976, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Human Rights Act 1998, the Race Relations (Amendment) Act 2000, the Gender Recognition Act 2004, the Disability Discrimination Act 2005, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003 and the Employment Equality (Age) Regulations 2006), codes of practice and guidance and accordingly will not unlawfully discriminate against (either directly or indirectly) or treat less favourably than others any person or group of people because of their colour, race, nationality or ethnic origin, disability, sex or sexual orientation, religion or belief, or age; Public Health Act 1968, Misuse of Drugs Act 1971 (revised 2001 and 2005), Mental Health Act 1983, Disabled Persons (Services and Consultation and Representation) Act 1986, AIDS (Control) Act 1987, Children Act 1989,

Children ACT (DH 19910), NHS and Community Care Act 1990, Carers (Recognition and Services) Act 1995, Environmental Health and Hygiene, NIHCE guidelines 24, Health and Safety at Work Act 1974, Data Protection Act 1998, Freedom of Information Act 2000, Control of Substances Hazardous to Health (C.O.S.H.H), Racial Discrimination and Equal Opportunities, Employment Law, Relevant European Legislation

- 25.2.2** sustainability;
- 25.2.3** information security rules;
- 25.2.4** whistleblowing and/or confidential reporting policies; and
- 25.2.5** all site rules and relevant legislation relevant to the fulfilment of the Contractor's obligations in the performance and delivery of the Services.

The Contractor shall ensure that such policies are compatible with the Council's policies and shall at its own costs provide copies of any such policies to the Council upon request by the Council.

- 25.3** The Contractor shall not unlawfully discriminate within the meaning and scope of any law including but not limited to the Contractor's obligations under the Disability Discrimination Act 1995 and all regulations and Codes of Practice made thereunder, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment and the Contractor in performing the Services shall have due regard to the need:

- 25.3.1** to eliminate unlawful racial discrimination; and
- 25.3.2** to promote equality of opportunity and good relations between people of different racial groups
- 25.3.3** the Contractor shall comply at all times with any Race Relations Performance Requirements in the performance of the Services.

- 25.4** The Contractor shall comply with all relevant legislation relating to its Employees however employed including (but not limited to) the compliance in law of the ability of the Employees to work in the United Kingdom.

- 25.5** If the Contractor has a finding against it relating to its obligations under clause 25.4 it will provide the Council with:

- 25.5.1** details of the finding; and
- 25.5.2** the steps the Contractor has taken to remedy the situation.

## **26. LAW AND CHANGE IN LAW**

- 26.1** The Contractor shall comply at all times with the Law in its performance of the Contract.

- 26.2** On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within fourteen (14) days of the Contractor notifying the Council of

the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Contractor. If the parties, within fourteen (14) days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause 15.

- 26.3** Any agreed additional sums payable as a result of the operation of clause 26.2 shall be included in the Price. For the avoidance of doubt nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs.

## **27. TUPE AND RE-TENDERING**

- 27.1** In the event of expiry or termination of this Contract or whenever reasonably requested by the Council in preparation for tendering arrangements the Contractor will provide the Council with such assistance as the Council may require and provide at no cost to the Council any information the Council (whether on its own account or on behalf of any potential or confirmed Replacement Contractor) may request in relation to the Employees including but not limited to, providing employee liability information as required under Regulation 11 of TUPE and such information is to be provided by the Contractor to the Council within a reasonable period as specified by the Council which shall be no longer than 28 days from the Council's request for such information in any event.

- 27.2** The Contractor authorises the Council to pass any information supplied to any Replacement Contractor or potential Replacement Contractor and the Contractor will secure all necessary consents from relevant Employees in order to do this.

- 27.3** The Contractor will keep the Council and any Replacement Contractor indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.

- 27.4** The Contractor shall comply with the TUPE requirements.

## **28. BUSINESS CONTINUITY**

- 28.1** The Contractor accepts that the Council has to meet its obligations under the Civil Contingencies Act 2004. Under this agreement the Provider agrees to assist the Council in meeting its obligation under this legislation.

- 28.2** The Contractor must:

**28.2.1** operate a business contingencies policy for as long as this Contract is in force; and

**28.2.2** develop and adopt a business continuity plan, (taking into account the Civil Contingencies Act 2004); and

**28.2.3** provide the Council with a copy of any such plan at its request.

Failure by the Contractor to comply with its obligations under this clause 28.2 may be regarded as a fundamental breach of this Contract.

- 28.3** The Contractor acknowledges and accepts their obligations to:

- 28.3.1** provide and update the service in line with the practices existing business continuity plan and business impact assessment, where any issues of continuity arises the commissioner must be notified; and
- 28.3.2** implement exercise plans, (business continuity plan tests) on a regular basis, but not less than once every two (2) years. We expect that the service continues to test its ability to deliver the services in terms of changes to staff numbers, opening hours, building developments and environmental matters and any other matter which could affect delivery. Any changes of this nature which may impact the delivery of service must be reported to the commissioner within a timely manner.

**28.4** The Contractor shall notify the Council in advance of any business continuity plan test and the Council reserves the right to attend any such test.

## **PART H - GENERAL PROVISIONS**

### **29. CONTRACT VARIATION**

- 29.1** Subject to clause 29.2, no variation or modification to the Contract is valid unless it is in writing and signed by the Council and the Contractor.
- 29.2** The Council shall be entitled to issue to the Contractor in writing or, in case of urgency orally (provided the Council confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition, suspension, reduction or cessation of provision of any Services and/or the provision of emergency Services in accordance with revised Delivery Instructions. The Contractor shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

### **30. THIRD PARTY RIGHTS**

- 30.1** This Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

### **31. NO WAIVER**

- 31.1** Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.
- 31.2** No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause 3 (Notices).

### **32. SEVERANCE**

- 32.1** If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

### **33. ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY**

**33.1** Subject to any express provision of this Contract, the Contractor shall not without the prior written consent of the Council, assign all or any benefit, right or interest under this Contract or sub-contract the provision of the Services.

**33.2** The Council shall be entitled to:

**33.2.1** assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2006 as amended); or

**33.2.2** transfer, assign or novate its rights and obligations where required by Law.

**33.3** The Contractor shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servants, agents and Employees as though they were its own.

### **34. FORCE MAJEURE**

**34.1** Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.

**34.2** If the Council or the delivery location is affected by circumstance of Force Majeure, the Council shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Contractor against the Council nor entitle the Contractor to terminate the Contract.

**34.3** Industrial action by, or illness or shortage of the Contractor's Employees, agents or subcontractors, failure or delay by any of the Contractor's suppliers to supply goods, components, services or materials and breach of the Contractor's warranties under clause 10 shall not be regarded as an event of Force Majeure.

**34.4** If the event of Force Majeure continues for more than the period of time specified in the Contract Particulars either party may give written notice to the other to terminate the Contract immediately or on a set termination date.

**34.5** If the Contract is terminated in accordance with clause 34.4 neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

### **35. INDUCEMENTS**

**35.1** The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Council any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Council, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract. The attention of the Contractor is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.



**35.2** The Contractor warrants that it has not paid commission nor agreed to pay any commission to any Employee or representative of the Council by the Contractor or on the Contractor's behalf.

**35.3** Where the Contractor engages in conduct prohibited by clauses 35.1 and 35.2 in relation to this or any other contract with the Council, the Council has the right to:

**35.3.1** terminate the Contract and recover from the Contractor the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the provision of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or

**35.3.2** recover in full from the Contractor any other loss sustained by the Council in consequence of any breach of this clause whether or not the Contract has been terminated.

## **36. COSTS AND EXPENSES**

**36.1** Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

## **37. NO AGENCY OR PARTNERSHIP**

**37.1** Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

## **38. NON SOLICITATION AND OFFERS OF EMPLOYMENT**

**38.1** The Contractor and the Council agree that it will not, without the prior written consent of the Contractor and the Council, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, Employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:

**38.1.1** solicit or entice, or endeavour to solicit or entice, away from the contractor or the Council, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Contractor or the Council at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination; or

**38.1.2** attempt, or knowingly assist or procure any other person to do the above.

## **39. INSPECTION OF CONTRACTOR'S PREMISES**

**39.1** The Contractor shall permit the Council to make any inspections or tests which may reasonably be required in respect of the Contractor's premises in relation to the Contract.

**40. LAW AND JURISDICTION**

**40.1** This Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

**41. OBLIGATION TO MITIGATE**

**41.1** The rights and remedies of the Contractor and the Council under the Contract are without prejudice to their obligations at common law to mitigate their losses.

**42. LOCAL AUTHORITY RIGHTS**

**42.1** Nothing contained in this Contract shall prejudice the Council's rights, powers and duties as a local authority.

**43. ATTESTATION**

**IN WITNESS** of which this document has been executed on the date set out in the heading to this Contract

**SIGNED by**

duly authorised to sign for and on behalf of

**Trafford Council**

**Name:**

Kylie Thornton

**Position:**

Commissioning and Service Development Manager

**SIGNED by**

.....

duly authorised to sign for and on behalf of **(Contractor Name)**

**Name:**

.....

In the presence of:

.....

**Name:**

.....

**Address:**

.....

.....

**ANNEX A**  
**SUPPORT TO DELIVERY OF NHS HEALTH CHECKS CONTRACT PARTICULARS**

<b>Contract Title</b>	<b>DELIVERY OF NHS HEALTH CHECKS</b>	
<b>Contract Date</b>		
<b>Council</b>	Trafford Council, Trafford Town Hall, Talbot Road, Stretford M32 0TH	
<b>Contractor</b>	(please insert)	
<b>Commencement Date</b>	1 <sup>st</sup> April, 2014 – 31 <sup>st</sup> March, 2015	
<b>Contract Period (including option to extend)</b>	The provision of Services pursuant to the Agreement shall commence on the Commencement Date and, subject to any other rights of termination set out in the Agreement, will continue for an initial term which shall expire on 31 <sup>st</sup> March, 2015 (“The Initial Term”)	
<b>To be called off by Order</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<b>Services/Goods/Works</b>	Services	
<b>Specification/Description</b>	See Specification documents attached hereto at Annex B	
<b>Address for Notice</b>	Trafford Council Trafford Town Hall Talbot Road Stretford M32 0TH	
<b>Price</b>	The only sums payable by the Council to the Contractor for the provision of the Services shall be the Price detailed in the Pricing Schedule. All other costs, charges, fees and expenses of whatever kind arising in connection with the Agreement shall be the responsibility of the Contractor.	
<b>Invoice Particulars</b>	As stated in the Pricing Schedule at Annex C	
<b>Invoice Frequency</b>	Invoices shall be provided quarterly in arrears <b>Quarter 1</b> - 1 <sup>st</sup> April – 30 <sup>th</sup> June 14 Claim form to be returned by: 14 <sup>th</sup> July 2014 <b>Quarter 2</b> - 1 <sup>st</sup> July – 30 <sup>th</sup> September 14 Claim form to be returned by: 14 <sup>th</sup> October 2014 <b>Quarter 3</b> - 1 <sup>st</sup> October – 31 <sup>st</sup> December 14 Claim form to be returned by: 14 <sup>th</sup> January 2015 <b>Quarter 4</b> - 1 <sup>st</sup> January – 31 <sup>st</sup> March 15 Claim form to be returned by: 14 <sup>th</sup> April 2015	

<b>Delivery Instructions</b>	NOT APPLICABLE
<b>Retrospective rebate (%)</b>	NOT APPLICABLE
<b>Intellectual Property Rights</b>	NOT APPLICABLE
<b>Force Majeure Termination Rights</b>	If the event of Force Majeure continues for more than the period of eight concurrent weeks during the Contract Period either party may give written notice to the other to terminate the Contract immediately or on a set termination date.
<b>Notice of Termination Requirements</b>	Either party may terminate the Agreement at any time during the Contract Period by serving at least six months' notice in writing to the other party.

#### **Council Authorised Officers**

<b>Name</b>	<b>Position</b>	<b>Contact Details</b>
Kylie Thornton	Commissioning and Service Development Manager	0161-912-4776
Heather Stanton	STaR Procurement Officer	0161-912-1287

#### **Contractor Manager**

<b>Name</b>	<b>Contact Details</b>

#### **Contractor Key Personnel**

<b>Name</b>	<b>Position</b>	<b>Contact Details</b>

#### **Insurance**

<b>Insurance type:</b>	<b>Minimum level</b>
<b>Employer's Liability Insurance</b>	<b>£10,000,000 (not less than)</b>
<b>Public Liability Insurance</b>	<b>£5,000,000 (third Party not less than. Unlimited for any one accident or series of accidents for</b>

	<b>damage to persons or property)</b>
<b>Professional Indemnity Insurance</b>	<b>£5,000,000</b>

## ANNEX B

### SERVICE SPECIFICATION

#### **1. Background**

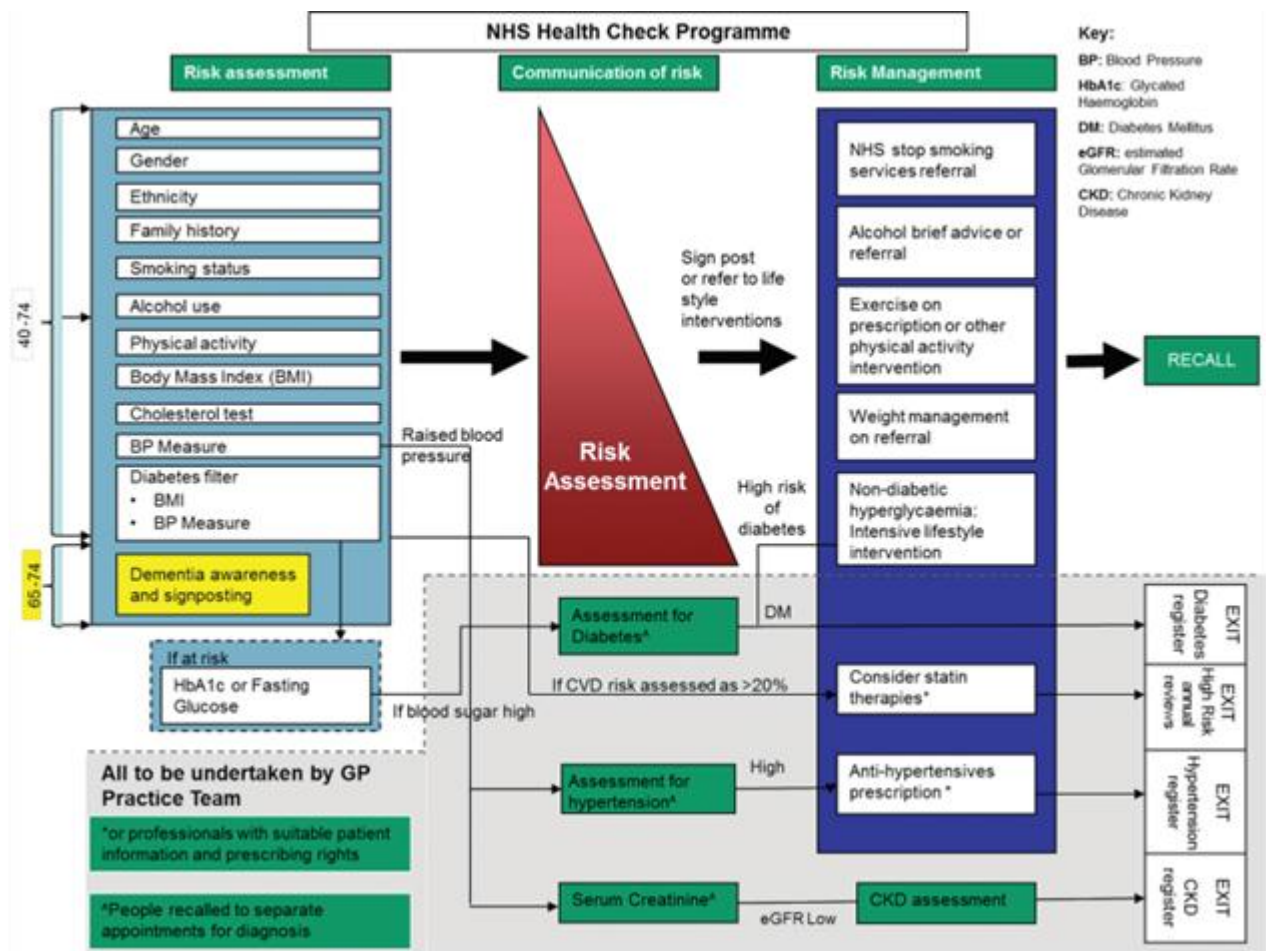
From 1st April 2013, local authorities took over the responsibility for the NHS Health Check programme. In 2009/10, NHS Trafford introduced the NHS Health Check programme for people aged between 40 and 74. This was previously known as the CVD LES.

This national programme aims to keep people well for longer and is a systematic risk assessment and risk management programme for everyone between the ages of 40 and 74 who are eligible. It aims to prevent or lower the risk of developing heart disease, stroke, diabetes, kidney disease and some forms of dementia.

Local authorities are responsible for the risk assessment and life style interventions for the programme.

Where additional testing and follow up are required this remains the responsibility of primary care.

In 2014/15 in Trafford, GP practices will deliver the majority of NHS Health Checks via a local authority contract between Trafford Council and GP practices. The use of private providers or pharmacies may possibly be considered in the future to support the local NHS health checks programme in Trafford.



## 2. Service Aims

The service for NHS Health Checks is designed to offer an enhanced level of service over and above the scope of Essential and Additional Services.

Registered patients who are between 40 and 74 year olds who **haven't** already been diagnosed with vascular diseases, diabetes etc. (see list of exclusions or have high blood pressure or high cholesterol treated with medication) should be offered health checks as the eligible population.

The overall aim of the NHS Health Checks programme is to assess risk and facilitate the reduction of this risk of common often preventable diseases. A robust 5 year review recall for **all eligible Trafford registered patients aged between 40 and 74** will be established by practices

There are 3 levels of risk, high risk is more than or equal to 20%, moderate risk is between 10% and 20%, and low risk is less than 10% chance of developing CVD in the next 10 years. Any patients identified as high risk are excluded from the recall process and will no longer be eligible for the NHS health checks programme as they are expected to return to see the practice on an annual basis to review and manage their high risk.

Patients with a moderate or low risk will continue to be invited for their NHS Health Check every 5 years as long as they remain eligible. There will be no distinction between the estimated moderate and low risk patients.



The programme also assesses alcohol consumption risk and people aged 65-74 will be informed of the signs and symptoms of dementia.

The NHS Health Checks programme aims to reduce premature mortality through:

- Incentivising providers to compile risk registers of people who are likely to be at risk of cardiovascular illnesses;
- Funding the risk screening for patients aged 40-74 eligible for an NHS health check;
- Compiling, maintaining and analysing the risk register, which will give the provider the data to then proactively target those at risk and try to help the patient make informed health changes before they enter acute care.;
- A continual, innovative and proactive approach in raising awareness of the risks of common preventable CVD related disease;
- Reducing the prevalence of CVD related illnesses in Trafford;
- Annual reporting to TRAFFORD COUNCIL regarding the number of patients on the practice list eligible for NHS health checks.
- Annual reporting to TRAFFORD COUNCIL regarding the number of patients added to disease registers.

### **3. Eligible Population**

This NHS Health Check will be available to the practice's registered patients aged between 40-74 years only. Registered patients with the following are excluded from the programme:

- Coronary heart disease
- Chronic kidney disease (CKD)
- Diabetes
- Hypertension
- Atrial fibrillation
- Transient ischaemic attack
- Hypercholesterolaemia
- Heart failure
- Peripheral arterial disease
- Stroke
- Being prescribed statins

- Have previously had a health check or any other check undertaken through the health service in England and found to have a 20% or higher risk of developing cardiovascular disease over the next 10 years as they will receive an annual review from the practice as part of their CVD management
- Palliative care – practices should identify and exclude those patients requiring palliative care

Staff should ensure that any person, including those identified as having a learning disability, dementia or a mental illness, is able to understand and consent to the health check programme and are invited for their NHS Health Check every 5 years. Staff will need to consider whether the person has presumed capacity at each health check. Where staff feel that a person lacks presumed capacity, a mental capacity assessment will need to be undertaken. The decision is about whether the person decides to continue to be able to participate in the programme. Where a person is determined as lacking mental capacity regarding this decision, a best interest process will need to follow. No eligible patient may be excluded from the programme on the basis of a lack of mental capacity. Health professionals providing the checks must make sure that all patients have access to information about the programme presented in a way which is accessible and that they can understand. All practitioners must adopt good practice to enable those who choose to attend for the check to be successfully screened. Advice, support and guidance regarding mental capacity can be obtained from the Named Nurse for Vulnerable Adults.

#### **4. Service Requirements**

The purpose of an NHS Health Check is to identify an individual's risk of coronary heart disease, stroke, diabetes and kidney disease and the level of risk associated with their alcohol consumption.

This risk is to be communicated in a way that the individual understands. The patient should be told their BMI, cholesterol level, blood pressure and alcohol AUDIT score. The risk to be managed by appropriate follow-up, including being recalled as necessary. The delivery of brief interventions is expected as part of this programme.

##### Risk Assessment

The risk assessment requires a number of tests and measures to be carried out and the information collated. Patient information to be collated includes:

- Age
- Gender
- Smoking status
- Family history of coronary heart disease
- Ethnicity
- Body mass index
- Waist circumference
- Dietary intake

- Cholesterol level
- Blood glucose
- Blood pressure
- Physical activity level - inactive, moderately active or active
- Cardiovascular risk score
- Alcohol use disorders identification Test (AUDIT ) score
- Patients aged 65-74 years should be made aware of the signs and symptoms of dementia and sign posted to memory clinics.
- Check pulse if the patient is over the age of 65 for Atrial Fibrillation

#### General requirements

- a. The practice must have the capacity to deliver the NHS Healthcheck programme
- b. Health Check Practice Lead:

The practice will be required to identify at least one named NHS Health Check lead who will be the contact point between TRAFFORD COUNCIL and the practice throughout the delivery of this longstanding project. It is recommended that there is a clerical and clinical lead for each practice.

- c. The practice should support training and development of staff who deliver NHS health checks
- d. The practice will support quality assurance processes for health checks
- e. The practice premises are fit for purpose. This must include adequate space to carry out a health check, store and maintain equipment and store consumables

#### Clinical governance

The contractor is responsible for ensuring sufficient arrangements for clinical governance are in place to allow for the provision of safe, effective services.

The contractor is required to:-

Have processes and procedures in place for reporting incidents including serious untoward incidents

The contractor is required to inform the Director of Public Health on incidents and near misses as well as reports on complaints and complements and other patient feedback in relation to the NHS Health Checks programme.

#### Skills and competencies

- a. The contractor is responsible for ensuring that clinicians are competent and trained to offer NHS Health Checks.
- b. Best practice guidance must be followed.

- c. A health check will be a full and holistic assessment for individuals within the eligible population and will involve the use of the risk engine Qrisk2 to calculate the risk score.
- d. A clear communication of CVD risk and advice regarding how that individual could reduce their modifiable risk factors. This will include advice on physical activity, weight reduction, a healthy diet and limiting alcohol and salt intake
- e. A brief smoking intervention for current smokers
- f. Appropriate referral for lifestyle support
- g. Adherence to data requirements needed to evaluate and inform this service
- h. The service will be expected to be available at suitable times which support and maximise uptake in this predominately working age population.

#### Patient Information

TRAFFORD COUNCIL can provide national NHS Health Check patient information leaflets including dementia leaflets to support the delivery of the Health Check but these are easy to order and are free of charge. Practices are required to provide written information to patients to reinforce the outcome of the NHS Health Check. Practices may choose an alternative resource if the TRAFFORD COUNCIL version is deemed unsuitable. Further resources are available at NHS HEALTH CHECK:

- [http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH\\_097490](http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_097490)
- Standard Translations are available and additional translations in Bengali, Urdu, Hindi, Gujarati, Punjabi and Braille are also available.

#### NHS Health Checks Register

The practice will be required to develop a register for CVD which records the risk for each patient and records the recall date to review the patient at the appropriate timeline. An imaginative approach in order to tackle hard to reach patients supported by TRAFFORD COUNCIL. This may include targeted actions directed at those patients who fail to attend for an NHS Health Check with their GP in the first instance. TRAFFORD COUNCIL would seek the full co-operation of GP practices in order to ensure that these patients are screened successfully. This may include sending additional invitations out to patients to attend drop in sessions within the community, including pharmacies or other providers, or targeted clinical sessions for specific population groups.

#### Patient Questionnaire

A patient questionnaire is also required as part of the programme to ascertain feedback regarding the content and management of the NHS Health Check. This questionnaire is not to be used as a performance measure for the practice, and will not be related to the payment. TRAFFORD COUNCIL in liaison with Trafford CCG will provide the questionnaire which must be given to all patients at the end of their NHS Health Check appointment. This will be returned to the practice and then forwarded to Trafford CCG on behalf of TRAFFORD COUNCIL via the blue bags for

compilation and analysis. Any practice feedback will be given directly to the practice in a report at the end of Q3. The feedback will be used to improve the overall health check programme, and improve the uptake rate in Trafford.

#### Support to Practices

TRAFFORD COUNCIL would not expect individual practices to release patient data beyond the practice; therefore the TRAFFORD COUNCIL will work within practices to implement any additional health check programmes including sending additional invitations or contacting patients directly to attend external events.

#### Equipment

The practice will be responsible for the upkeep of the equipment and as such will be required to comply with the equipment maintenance programme to ensure calibration is accurate.

#### TRAFFORD COUNCIL Guarantees

TRAFFORD COUNCIL is committed to fully supporting GP practices in the delivery of the NHS Health Checks Programme in Trafford. To do so TRAFFORD COUNCIL will provide the following:

- Equipment in the form of near point testing kits and strips
- Training for practice staff who will deliver the health checks
- Health information and advice leaflets for distribution to patients eligible for health checks
- Regular data screening audits
- Support to establish the registers of eligible patients for NHS health checks and reporting systems
- Patient questionnaire and subsequent evaluation

TRAFFORD COUNCIL appreciates that certain patients are more difficult to reach than others and that certain practices may have patients who fail to respond to adequate attempts to contact them. TRAFFORD COUNCIL is committed to working with these practices to develop an appropriate, individualised action plan for the local, hard-to-reach population.

#### **4.1 Assessment Plan**

With TRAFFORD COUNCIL support, practices will be expected to refresh their registers from 2013/14 and ensure that all clinical details are within the practice system accurately. As this will be the 6<sup>th</sup> year of health checks, eligible patients who received a health check in 2009/10 will be ready for their next health check as long as they are still eligible.

In order to attract the 28p payment per list population the practice is required to:

- Refresh the eligible population list and identify patients for Health Checks in 2014/15 and inform the number to TRAFFORD COUNCIL. The ideal target is that 75% of those patients invited should receive a health check. This is currently around 45% so we hope to gradually improve uptake in Trafford

- Perform a quality assurance audit on NHS Health Checks carried out in Quarter 3, to provide evidence that all components of the check have been included.
- Search for patients diagnosed following the Health Checks in 2013/14. The diagnoses to be identified are:
  - o AF
  - o CHD
  - o CKD > 3
  - o Diabetes
  - o Heart Failure
  - o Hypertension
  - o Peripheral Vascular Disease
  - o Stroke / TIA)

#### 4.2 Screening Methodology

Following each face to face vascular check a minimum data set will be required to allow an accurate risk to be calculated and for register validation. A 10 year CVD risk will be calculated for each patient using a valid risk calculator that includes BP, TC/HDL ratio, smoking status, ethnicity, and family history (the data must be read coded in compliance with Appendix A). Patients who are not high risk will not receive fasting lipids, however, if the outcome of their Health Check is a risk  $\geq 20\%$  fasting lipids are then indicated.

The required fields for a full NHS Health Check are listed below (\*denotes recommendation, not compulsory for this year):

<b>Patient at <math>\geq 20\%</math> risk of CVD</b>	<b>Patient at 10-20% risk of CVD</b>	<b>Patient at &lt;10% risk of CVD</b>
<b><u>Data Requirements</u></b>	<b><u>Data Requirements</u></b>	<b><u>Data Requirements</u></b>
<b>Age</b>	<b>Age</b>	<b>Age</b>
<b>Gender</b>	<b>Gender</b>	<b>Gender</b>
<b>Smoking Status</b>	<b>Smoking Status</b>	<b>Smoking Status</b>
<b>Family history of premature CVD</b>	<b>Family history of premature CVD</b>	<b>Family history of premature CVD</b>
<b>Ethnicity</b>	<b>Ethnicity</b>	<b>Ethnicity</b>
<b>Fasting lipid profile</b>	<b>Non fasting lipid profile with cardiocheck</b>	<b>Non fasting lipid profile with cardiocheck</b>
<b>Fasting blood glucose</b>	<b>Diabetes screening questions (positive family history/obesity/south Asian origin) +/- fasting blood glucose</b>	<b>Diabetes screening questions (positive family history/obesity/south Asian origin) +/- fasting blood glucose</b>
<b>BP</b>	<b>BP</b>	<b>BP</b>
<b>BMI</b>	<b>BMI</b>	<b>BMI</b>

<b>Activity status</b>	<b>Activity status</b>	<b>Activity status</b>
<b>Alcohol status</b>	<b>Alcohol status</b>	<b>Alcohol status</b>
<b>Actual CVD risk</b>	<b>Actual CVD risk</b>	<b>Actual CVD risk</b>
<b>Appropriate lifestyle advice given</b>	<b>Appropriate lifestyle advice given</b>	<b>Appropriate lifestyle advice given</b>
<b>Pulse check as screen for AF if &gt;65 years*</b>	<b>Pulse check as screen for AF if &gt;65 years*</b>	<b>Pulse check as screen for AF if &gt;65 years*</b>

Practices will be required to make a minimum effort to contact patients, which will comprise of two contacts – preferably one letter and one phone. Sending two letters would be sufficient if the patient does not have phone contact.

#### 4.3 Developing the register and recall frequency

The practice must:

- Develop an NHS Health Check register of all eligible 40-74 year olds. New patients if they are eligible must have been added to the register at the start of the year in April.
- Ensure all eligible patients have a recall date for the repeat of their NHS Health Check in 5 years from the assessment date. Patients may be no longer eligible after their NHS health check; this will be captured in the quarterly return.
- Must review the significant risk factors of all patients at high risk on an annual basis. This review does not require a full NHS health check, and this annual review will attract the lower annual review tariff and must be read coded in accordance with Appendix A.
- Must record within the clinical systems all patients who fail to attend or respond to the invitations for their NHS Health Check. The TRAFFORD COUNCIL will monitor the number of non-responding patients via the quarterly returns, and make contact with practices when additional actions become indicated. This does not prohibit practices from continuing to work with these patients to bring them in for their check throughout the year.

#### 4.4 Treatment protocols

##### ≥ 20% risk of CVD

Patients should be followed up at least annually if not more frequently depending on medication prescribed. See treatment guidelines for appropriate follow up and monitoring. They should not be put into the recall system for health checks

*It is recommended that patients with a CVD risk >20% should be treated with;*

- a. *Simvastatin 40mg at night – see Trafford Lipid Modification guidelines 2012*

- b. *Anti hypertensive medication where SBP >140mmHg and/or DBP >90mmHg – See Trafford Hypertension Guideline August 2011 ).*

**10-20% risk of CVD**

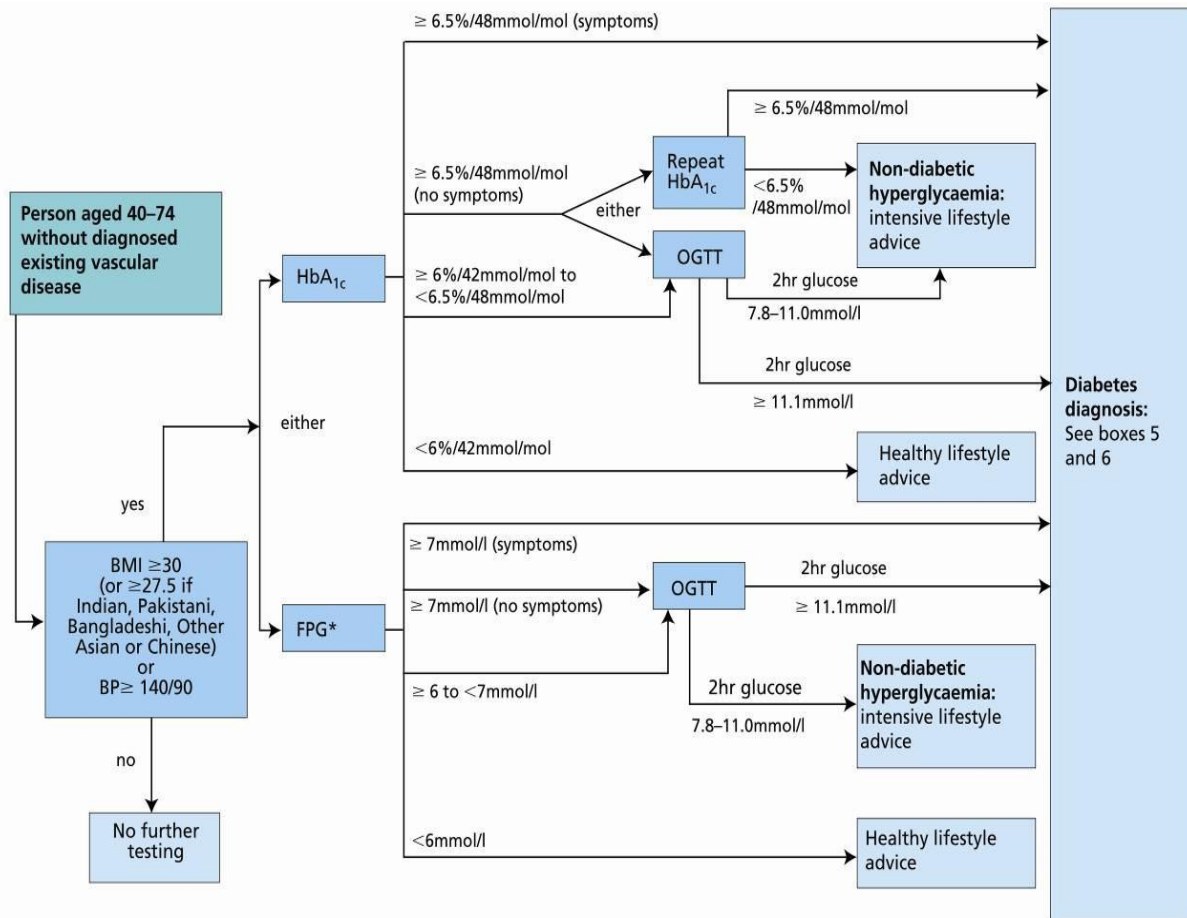
Patients should be recalled for a repeat check in 5 years. If BP or lipid treatment is commenced then monitor as per Trafford treatment guidelines. Once treatment for high blood pressure or statins is commenced patients will not be eligible for a further health check.

**≤ 10% risk of CVD**

Patients should be recalled for a repeat check in 5 years. If BP or lipid treatment is commenced then monitor as per Trafford treatment guidelines.

- Diabetes

The diabetes filter should be used where diabetes is suspected or there is a high risk of diabetes regardless of the CVD risk category. The filter is derived from the best practice guidance for diabetes.



\*The values in the diagram are for laboratory tests. For FPG POCT, use a value of less than 5.5mmol/l to proceed to healthy lifestyle advice. If the FPG POCT value is 5.5mmol/l or above, repeat using a venous blood sample for laboratory testing and follow the diagram according to the results.

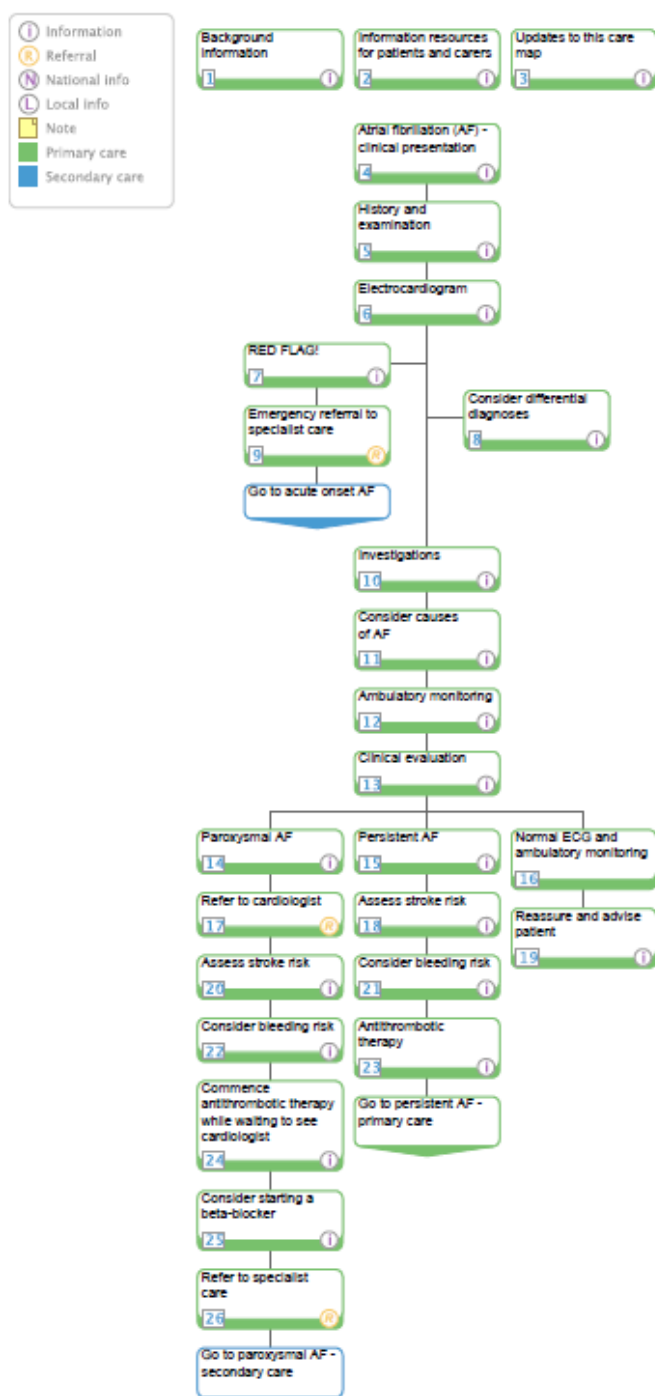
Atrial Fibrillation (AF)



For patients over the age of 65, pulse check is an essential component of the NHS Health Check. Where AF is detected or suspected, patients should be referred for an ECG in accordance with the GP practice procedures. For further guidance please review the Map of Medicine where a full pathway is available for the diagnosis and management of this condition.

## Atrial fibrillation (AF) - suspected

Medicine > Cardiology > Atrial fibrillation



Published: 03-Oct-2013 Valid until: 28-Feb-2017 Printed on: 25-Feb-2014 © Map of Medicine Ltd

This care map was published by International. A printed version of this document is not controlled so may not be up-to-date with the latest clinical information.

- CKD

Systolic and diastolic blood pressure

If the threshold is exceeded (BP≥140/90mmHg or SBP>140mmHg or DBP>90mmHg) further assessment by a GP is required:

Serum creatinine test (laboratory blood test, venous sample – can be requested at same time as cholesterol test). The result of this should be used to calculate the estimated glomerular filtration rate (eGFR) in order to assess the level of kidney function and recorded in the patient’s record.

If the rate of eGFR <60ml/min/1.73m<sup>2</sup> assessment and management for CKD is required (NICE guideline 73).

If the rate of eGFR ≥60ml/min/1.73m<sup>2</sup> no further assessment is required unless the individual is diagnosed with hypertension or diabetes, in which case CKD risk will be monitored as part of their disease management for these conditions.

- Alcohol risk assessment

To identify alcohol risk, the AUDIT questionnaire should be used. If the individual meets or exceeds the AUDIT threshold of 8, the individual should be given a brief intervention for alcohol and advice to reduce their health risk. They should be linked to the alcohol care pathway if appropriate

Co-incidental medical problems

Clients may from time to time present with coincidental medical problems such as pain, breathing problems, bleeding, weight loss etc. If the health professional judges that further clinical assessment or treatment is required, s/he should make the appropriate referral at the appropriate level of urgency (for example to GP or A&E department). Please consider other medical conditions throughout your assessment, be alert for early signs and symptoms of cancer and other chronic diseases.

#### 4.5. Follow-up and Patient information following risk assessment

Following the risk assessment patients should be notified of any follow up. The practice is responsible for implementing a clear process for referring the patient to the GP for further assessment and management, and providing patient information using health advice leaflets which will be provided by TRAFFORD COUNCIL for distribution by the practices.

Results of the tests will need to be fully coded within the GP systems, and the date of screening along with the revised risk status and management outcomes is to be reported to TRAFFORD COUNCIL for records (see appendix A for read codes).

#### 4.6. Payment

The payment will be separated into 4 elements:

Element	Payment
Practices will receive payment during the first quarter once the CVD risk registers have been agreed and diagnosed patient numbers confirmed	28p per patient registered with practice

Practices will receive payments quarterly for the number of Health Checks completed	£11.00 per patient
Practices will receive payment quarterly for the administration for the number of patients who did not respond to the invitation for a health check or annual review	£2.00 per patient
Practices will receive payments quarterly for the number of annual reviews completed for high risk patients	£3.00 per patient

TRAFFORD COUNCIL working with Trafford CCG is committed to supporting Trafford practices in delivering the Health Checks programme. Where practices indicate to the TRAFFORD COUNCIL that due to restrictions in current capacity they will be unable to deliver the NHS Health Checks without support, TRAFFORD COUNCIL will attempt to facilitate agreement between practices for the loan of appropriate clinical staff. Normally a Health Care assistant would work between practices in order to create extra capacity. This is governed by the Inter-practice Agreement document in Appendix 4D.

TRAFFORD COUNCIL will also support those practices who employ agency staff in order to deliver Health Checks. Payment to practices for NHS Health Checks completed by agency staff will be governed in accordance with the principles detailed in the Payment Mechanism section of the Inter-practice agreement at Appendix D4. The practice employing agency staff assumes the role of the "Host Practice" under this agreement.

## **5. Training Requirements**

GP practices are required to release Practice Nurses and Health Care Assistants for relevant training to enable them to gain the necessary competencies to deliver the screenings. A competencies framework will be supplied if required. This may take the format of informal in-practice training or more formal events. This has not yet been agreed.

Training has been given on how to use the near-point testing kits provided by TRAFFORD COUNCIL, further training is available on request. The units will require daily calibration in addition to any regular maintenance required by the manufacturer. The guidance for calibration and the requirements of the provider are detailed in Appendix C.

## **6. Reporting Requirements**

In order to meet the required standards for a validated register, certain data must be shared with TRAFFORD COUNCIL on a quarterly basis. No patient identifiable data will be required.

This data should be submitted in accordance with the pro-forma contained in Appendix B.

## **7. Monitoring**

Monitoring is an integral part of any commissioned service agreement and compliance with the terms of service is essential for continuity by the provider. Information agreed between the commissioner and the provider will be supplied to Trafford Council.

The Provider will submit monitoring data for each service user with each claim that is sent to Trafford Council via the Clinical Support Unit (CSU).

<b>Payment Dates</b>		
		Claim form to be returned by:
Quarter 1	1 <sup>st</sup> April – 30 <sup>th</sup> June 14	14 <sup>th</sup> July 2014
Quarter 2	1 <sup>st</sup> July – 30 <sup>th</sup> September 14	14 <sup>th</sup> October 2014
Quarter 3	1 <sup>st</sup> October – 31 <sup>st</sup> December 14	14 <sup>th</sup> January 2015
Quarter 4	1 <sup>st</sup> January – 31 <sup>st</sup> March 15	14 <sup>th</sup> April 2015

Agreed populations 2014/15

Risk category	Number of patients		
Total eligible population within 5 year cycle			
Total eligible population NHS Health Check as at 1/4/2014			

9. Appendix A Read Codes

<b>Patient at ≥ 20% risk of CVD</b>		
<b>Data</b>	<b>Comment</b>	<b>Read Codes</b>
Age	Between 40 and 74 years old	
Gender		
Smoking Status	Current Smoker	137R
	Ex smoker	137S
	Never smoked	1371
Family history of premature CVD	Ischaemic heart disease <60 years	12C2 FH
	Premature coronary heart disease <60 years	12CI FH
	Myocardial infarct in 1st degree female relative <65 years	12CN FH
	Myocardial infarct in 1st degree male relative < 55 years	12CP FH
	No relevant family history	122
Ethnicity	These read codes indicate the patient has a South Asian heritage – Indian, Pakistani, Bangladeshi and Sri Lankan	9i7, 9i8, 9i9, 9iA, 9S6, 9S7, 9S8, 9SH, 9SA8, 9SA7
Fasting lipid profile	The results must also be recorded	44O5
Fasting blood glucose	The results must also be recorded	44T2

BP	O/E BP reading. The actual reading must also be recorded.		246..
	Essential Hypertension		G20
Pulse	Result and rhythm would need to be recorded		242 & 243
BMI	Height and weight		22K (4 – 8)
Actual CVD risk, in addition to either:	CVD risk 20-30% over next 10 years (please also record actual risk e.g. 25%)		662m
	CVD risk >30% over next 10 years (please also record actual risk e.g. 35%)		662n
Lifestyle Status	Patient not achieving recommended physical activity levels 30mins 5days/week		ZV4K2
	Patient not following healthy diet		ZV4K3
Lifestyle Advice	Lifestyle advice regarding alcohol		67H0
	Smoking cessation advice if required.	Smoking cessation	8CAL/67H1
	Advice to aim for 30 mins of moderate activity on 5 days or more each week		67H2
	Dietary advice, with weight management if required	Advice re diet	8CA4/67H7
<b>NHS Health Check Completed</b>			8BAg
<b>Annual Review – no content read codes stipulated. Review completed is</b>			66f2

## 10. Appendix B - Submission Guidance and Pro-Forma

Guidance on completing Submission Form – CVD LES Quarterly return

Please see section 11 and section 17.

## 11. Sample Submission Form

Excel template to be completed via email

	<b>Quarterly Return</b>	
<b>Practice Name:</b>		List Size at end 13/14:
<b>Named Clinical CVD Lead:</b> (e.g. Practice Nurse)		

**Register information – Annual baseline**

**submission – only applies to Q1**

Total number of patients eligible for NHS Health Check	
Total number of eligible patients who have received NHS Health Check in last 5 years	
Total number of eligible patients who have not received NHS Health Check in last 5 years	
<b>Activity Report</b>	
Number of first invites sent	
number of failed to responds	
number of DNA	
number of declined	
number of NHS Health Checks delivered	
number of Annual Reviews – health check completed and identified as >20% risk and placed on CVD primary prevention QOF register	
<b>Finance Report</b>	

NHS Health Check	0
Administration	0
Annual Reviews	0
Search fee	0

## 12. Appendix C - System Checking Protocol

### On First Use/Daily

- Check system using gray instrument strip (in carrying case). Follow instructions supplied in case.
- Follow instructions in the User Guide if analyser displays FAILED
- If, after following instructions, the analyser still shows FAILED , please call Health Diagnostic's Customer Service on **01244 311 811**

### Monthly and on Opening of New Batch of Testing Strips

- Check system using Internal Quality Control solutions following instructions provided with PA machine
- TRAFFORD COUNCIL to supply new control solutions every 4 months
- On receipt of new control solutions, dispose of **all** old solution bottles
- Keep record of results
- Follow instructions in the User Guide if results not in range
- If, after following instructions, results are still not in range, please call Health Diagnostic's Customer Service on **01244 311 811**

### Bi-monthly

- An e-mail sent to practices informing sample on way
- Testing serum forwarded from Accredited Laboratory to all practices
- Test results to be send to Accredited Laboratory within two weeks
- Practices notified of their results by email two weeks later
- Print out and keep hard copy of results
- Practices notified when failing two consecutive EQAs

## 13. Appendix D - Inter-practise Agreement



## **13.1 Background**

The NHS Health Check programme for people in England aged between 40 and 74. This programme will help focus on the prevention of cardiovascular diseases, and should therefore help people remain well for longer.

This Inter-Practice Agreement (IPA) is intended to provide a support function to the delivery of the NHS Health Checks programme to the residents of Trafford, and is a supporting document to the Service Specification for NHS Health Checks. Cardiovascular Disease (CVD) at risk register; to which all Practices in Trafford have signed up.

As stated in the document the TRAFFORD COUNCIL is committed to fully supporting Practices in the delivery of the NHS Health Checks in Trafford. Where Trafford Practices indicate that due to current restrictions in capacity they may be unable to deliver the NHS Health Checks programme without support, the TRAFFORD COUNCIL will attempt to facilitate agreement between Practices for the loan of appropriate clinical staff, normally a Health Care Assistant, between those Practices in order to create extra capacity to deliver NHS Health Checks.

This IPA governs such a relationship, where one Practice (the “Lending Practice”) agrees to loan clinical staff to another Practice (the “Host Practice”) for the purpose of that clinical person carrying out NHS Health Checks on the Host Practice’s registered list.

Section 2 below sets out the responsibilities of each party (the Lending Practice; the Host Practice; and the TRAFFORD COUNCIL) in relation to this agreement, including the arrangements for reimbursement to the Practices involved.

## **13.2 Party Responsibilities**

This section sets out the responsibilities of the different parties involved, in relation to the temporary loan of clinical personnel from one Practice to another to support the delivery of the NHS Health Checks programme. This is to ensure that the appropriate clinical governance is in place and that all parties are fully aware of their responsibilities under this agreement.

### **i. The Lending Practice**

Under this agreement, the Lending Practice will:

1. Provide a clinical individual who is fully qualified and registered with the appropriate professional body
2. Ensure that the individual is currently employed by the Lending Practice under a contractual arrangement
3. Ensure that the individual is fully up to date with all required professional mandatory training and is fully trained in all relevant health and safety
4. Reach an agreement with the individual to work at another Trafford GP Practice on a time limited basis

5. Reach an agreement with the Lending Practice in relation to remuneration for the individual's time, including the timely payment of any invoice associated with that individual

## **ii. The Hosting Practice**

Under this agreement, the Hosting Practice will:

1. Assume responsibility for any individual employed by another Practice whilst they are working on the Host Practice premises, including ensuring that they are familiar with all working arrangements and health and safety guidance currently in force within the Host Practice
2. Provide appropriate clinical supervision and ensure that any work delivered by the individual is of the appropriate standard
3. Assume full responsibility for any NHS health checks undertaken by that individual whilst on Practice premises, including that the Health Checks comply with the standards set out in the service specification.
4. Allow the individual access into the Host Practice clinical system in order that each Health Check can be recorded in accordance with the service specification.
5. Reach an agreement with the Lending Practice in relation to remuneration for the individual's time, including the timely payment of any invoice associated with that individual
6. Make all reasonable attempts to ensure that all available patient appointments are filled. Patients must have the appointment confirmed by telephone by the Host Practice in order to ensure that they will be attending.
7. Record all relevant data in terms of appointments made, health checks delivered, and failure to attend rates, in order that any requests to the LA for remuneration and payment under the service specification can be fully justified

## **iii. The TRAFFORD COUNCIL**

Under this agreement, NHS Trafford will:

1. Reach agreement to reimburse the Host Practice for costs related to employing the individual; or deliver payment to the Host Practice in accordance with the mechanism set out in the NHS Health Checks service specification. For further details see section 3 below
2. Where required, support full training in the delivery of NHS Health Checks to any individual who is to be loaned from one Practice to another under this

agreement; including training in using the Host Practice clinical system where this is unfamiliar to the individual

3. Reserve the right to cancel any arrangement made under this agreement, where the failure to attend rate reaches 50% or more for 3 sessions

### **13.3 Payment Mechanism**

As described above, the Host Practice will be responsible for the timely payment of any reasonable invoices submitted by the Lending Practice in relation to any individuals loaned to the Host Practice under this agreement.

The Host Practice can come to an agreement with the TRAFFORD COUNCIL for the reimbursement of any costs incurred via one of two methods:

**Method 1)** The TRAFFORD COUNCIL will pay the Host Practice £9, plus £2 admin for each Health Check completed by the loaned individual during their time in the Host Practice, in accordance with the agreement set out in the NHS Health Check Service specification.

The Host Practice will be responsible for recording all data in relation to numbers of appointments made, numbers of Health Checks delivered, and failure to attend rates, in order that any payment can be justified in accordance with the contract.

Under this payment method, the Host Practice will assume liability against failure to attend rates, as the TRAFFORD COUNCIL will be unable to reimburse the Host Practice for the sessional rate of the loaned individual should significant numbers of patients fail to attend appointments.

**Method 2)** The TRAFFORD COUNCIL will pay the Host Practice the sessional rate for the loaned individual. This will be the same rate at which the Lending Practice is invoicing the Host Practice.

Under this payment method, the TRAFFORD COUNCIL will also pay an additional £2 admin for each Health Check completed.

Again, the Host Practice will be responsible for recording all data in order that payment can be justified.

Prior to reaching an agreement under this payment method, the Host Practice will make the TRAFFORD COUNCIL aware of the sessional rate to be paid so that the TRAFFORD COUNCIL can ensure affordability in accordance with the contract.

## **14. Appendix E - Inter-practise Agreement**

Exclusion codes for disease registers are:

<b>CHD</b>	G3 G30A G331 G332 G341 G37 Gyu3 C320 – pure hypercholesterolaemia
<b>PVD</b>	G73 G733 G73y G73y1 G73yz G73z G73z0 G73zz Gyu74 Gyu7A
<b>Hypertension</b>	G2 G20 G24 G2y G2zG24z1
<b>AF</b>	G5730 G5731
<b>Stroke</b>	G61 G3y0 G63y G63y1 G64 G66 G6760 G6W G6X G65 GYU62 GYU63 GYU64 GYU65 GYU66 GYU6F GYU6G G617 G669 F4236
<b>Diabetes</b>	21263 212H C10 Cyu2% C10E C10F C1098 C10F8 C10J

	C10J0 C10K C10K0 C10L C10L0
<b>CKD</b>	1Z12 1Z13 1Z14 1Z15 1Z16 1Z1B 1Z1C 1Z1D 1Z1E 1Z1F 1Z1G 1Z1H 1Z1J 1Z1K 1Z1L
<b>Statins</b>	
<b>High Risk of CVD (&gt;20%)</b>	662m
<b>High Risk of CVD (&gt;20%) &amp; Health Check Completed</b>	662m – 90hA

15. Appendix F - READ Codes

**Codes to be used to NHS Health Checks Specification**

**Best practice guidance data required for risk assessment (Clinical data)**

<b>Data Requirement</b>	<b>Read Code</b>
<b>Age</b>	Data already held by practice
<b>Gender</b>	Data already held by practice
<b>Smoking Status</b>	137% - tobacco consumption (select appropriate from drop down)
<b>Smoking Cessation Advice</b>	8CAL – smoking cessation advice
<b>Family History of Coronary Heart Disease</b>	12CI – premature coronary heart disease
<b>Ethnicity</b>	9i% Ethnic category – 2001 census (select appropriate)
<b>BMI</b>	
<b>Height</b>	229 – height (be sure to enter value)
<b>Weight</b>	22A - weight (be sure to enter value)
<b>Cholesterol level</b>	44P – Serum Cholesterol (be sure to enter value)
<b>Blood pressure</b>	246 – blood pressure (be sure to enter value)
<b>Pulse</b>	242 – Pulse rate
<b>Physical activity level</b>	138X - Inactive 138a - Moderately inactive 138b - Active
<b>Diet advice</b>	8CA4 – Patient advised re diet
<b>Lifestyle advice</b>	67H – Lifestyle advice given

<b>Cardiovascular Risk Score</b>	662k – JBS CVD risk <10% 662l – JBS CVD risk 10-20% 662m – JBS CVD risk >20% up to 30% 662n – JBS CVD risk > 30%
<b>Alcohol Users Disorders Identification Test (Audit C)</b>	38D4 – Alcohol Users Disorder Identification Test consumption questionnaire (be sure to enter the score)
<b>65-74 made aware of signs and symptoms of dementia and sign posted to memory service if appropriate</b>	67DF – NHS Health Checks raise awareness about dementia and memory clinics
<b>NHS health check has been completed</b>	<b>8Bag – NHS Health Check Completed</b>

### Outcomes of review

Referral for further Care	<b>8H</b>
Referral to NHS Stop Smoking Service	<b>8HkQ</b>
Referral to Local Stop Smoking Clinic	<b>8HTK</b>
Referral to Health Trainer	<b>8HIF</b>
Referral for Alcohol	<b>8H7p</b>

### Administration Codes

Invites

9mC1	NHS Health Check invitation 1 <sup>st</sup> letter
9mC2	NHS Health Check invitation 2 <sup>nd</sup> letter
9mC3	NHS Health Check invitation 3 <sup>rd</sup> letter
9mC0	NHS Health Check telephone invitation
9mC4	NHS Health Check verbal invitation

### Response from Patient

9Nj5	Failed to respond to NHS Health Check invitation
9NiS	Did not attend NHS Health Check
9Oh9	Cardiovascular disease risk assessment declined

## 16. Appendix G - Read Codes

### NHS Health Checks 2014/15 – Trafford (Taken from CM Wide criteria)

Search Name	Description	Read V2 Codes	CTV3 Codes
<b>Eligible Cohort</b>	Practice Population aged 40-74 years (active)	DOB between after T-74y and before T-40y	Aged 40 - 74
	<b>EXCLUDE: CHD</b>	G3... - G309., G30B. – G330z (excluding G310.), G33z. – G3401,	XE2uV% (excluding Xa07j%, G341%, X200B%,

	G342. – G35X., G38.. – G3z.., Gyu3% (excluding Gyu31)	X200c, G363., Gyu31, X200d, X200e), Ua1eH, Xa1dP, G343., XaYYq
<b>EXCLUDE: CKD</b>	1Z12., 1Z13., 1Z14., 1Z15., 1Z16., 1Z1B. – 1Z1L., K053., K054., K055.	XaLHI%, XaLHJ%, XaLHK%
<b>EXCLUDE: Diabetes</b>	C10.., C109J, C109K, C10C., C10D., C10E%, C10F% (excluding C10F8), C10G%, C10H%, C10M%, C10N%, PKyP	C10.., XaOPu, XaOPt, X40J4% (excluding L1805), X40J5% (excluding L1806), X40J6, X40JA% (excluding XSETI%, C11y0%), X40JG% (excluding X40JK), C1010, C1011, C1030, C1031, Xalrf, X40JZ, XSETp, XM1Xk%, X008t
<b>EXCLUDE: Hypertension</b>	G2..., G20%, G24.. – G2z.. (excluding G24z1, G2400, G2410, G27..), Gyu2., Gyu20	XE0Ub, XE0Uc%, G24% (excluding 61462, G2400, G2410, G24z1, Gyu21, L1282, Xa0kX), G2%, Xa0Cs, XSDSb, G202., Xa3fQ, XaZWn, XaZbz, XaZWm
<b>EXCLUDE: Atrial Fibrillation</b>	G573% (excluding G5731)	G5730%, G573%
<b>EXCLUDE: TIA</b>	G65.. – G654., G656. - G65zz, ZV12D, Fyu55	XE0VK% (excluding F4236, G660., G661., G662.), XaX16, G65z0, G65z1
<b>EXCLUDE: Familial Hypercholesterolemia</b>	C3200, C3201, C3204, C3205	C3200%, XaR4h, XaR4i, X40X5
<b>EXCLUDE: Heart Failure</b>	G58%, G1yz1, 662f. – 662i.	G58% (excluding G5y4%)
<b>EXCLUDE: PAD</b>	G73.., G73z% (excluding G73z1), Gyu74, G734.	Xa0IV, XE0VP, G73z., XE0VR, Gyu74, XaZJa
<b>EXCLUDE: Stroke</b>	G61% (excluding G617.), G63y0 – G63y1, G64%, G66% (excluding G669.) G6760, G6W.., G6X.., Gyu63 – Gyu66, Gyu6F, Gyu6G	X00D1% (excluding XE1Xs%, F21y2), G660., G661., G662., Gyu6F, G641. Xa6YV, Gyu65, Gyu66
<b>EXCLUDE: Statins (currently on a statin) Statins issued before date of the first claiming period – 31/03/2014</b>	Statins Drug Group	Statins Drug Group
<b>EXCLUDE: CVD Risk above 20% (no date range)</b>	662m., 662n., <b>ALL OF THE FOLLOWING TO INCLUDE A VALUE OF 20% or above INC.</b> 38DR., 38DF., 38DP.	XaKCt, XaKCu, <b>ALL OF THE FOLLOWING TO INCLUDE A VALUE OF 20% or above INC.</b> XaQaG, XaPBq, XaQVY

## **NHS HEALTH CHECKS – SEARCH CRITERIA**

### **How to build searches to claim for this service**

Information has been taken from the NHS Health Checks website – using the NHS Health Checks Programme Standards (Feb 2014)

[http://www.healthcheck.nhs.uk/commissioners\\_and\\_healthcare\\_professionals/national\\_guidance/](http://www.healthcheck.nhs.uk/commissioners_and_healthcare_professionals/national_guidance/)

#### **Searches needed to run:**

##### **ANNUAL**

NHS HC ANNUAL SEARCH A: Number of patients eligible for an NHS Health Check

NHS HC ANNUAL SEARCH B: Number of patients who had a health check in the last 5yr

NHS HC ANNUAL SEARCH C: Number of patients have NOT had a health check in last 5yr

##### **QUARTERLY**

NHS HC QUARTERLY SEARCH 1: Number of first invites sent

NHS HC QUARTERLY SEARCH 2: Number of second/third invites sent

NHS HC QUARTERLY SEARCH 3: Number of Patients Failed to Respond

NHS HC QUARTERLY SEARCH 4: Number of Patients DNA'd appointment

NHS HC QUARTERLY SEARCH 5: Declined check

NHS HC QUARTERLY SEARCH 6: Number of NHS Health Checks completed

NHS HC QUARTERLY SEARCH 7: Number of pts had check and identified as high risk

#### **Annual Monitoring information submission and breakdown of searches –**

Searches ran at the start of the year to provide information on patients eligible. This data is only needed once.

#### **NHS HC ANNUAL SEARCH A: Number of patients eligible for an NHS Health Check**

##### Criteria:

All patients that are currently registered and/or applied

All Patients currently aged 40-74

Exclude patients that are ANY of the following registers/have the following diagnosis coded on their record:

- On Coronary Heart disease register
- 1Z12 - Chronic Kidney Disease Stage 3
- 1Z13 - Chronic Kidney Disease Stage 4
- 1Z14 - Chronic Kidney Disease Stage 5
- On the Diabetic register
- On the Hypertension register
- G573% Has Atrial Fibrillation (Peripheral Vascular Disease)



- On the Stroke/TIA register
- C320% - Has Familial Hypercholesterolaemia
- G58% - Has Heart Failure
- G73% Has Peripheral Arterial Disease

Exclude patients that have been prescribed Statins in the last 12 months  
Exclude any patients with the following code on their record:

- 662m – JBS cardiovascular risk score >20% up to 30%
- 662n – JBS cardiovascular risk score > 30%

**NHS HC ANNUAL SEARCH B: Number of patients who have had a health check in the last 5 years**

**Patient Population: Use Search 1 as the patient population for this search**

Criteria:

Search on the read code: 8Bag – NHS Health Check Completed and the date of the event of the check in the last 5 years (01/04/2009 – 31/03/2014)

**NHS HC ANNUAL SEARCH C: Number of patients who have NOT or had a health check in the last 5 years or have not been offered a Check in the last 5 years (they have DNA'd, Failed to respond or Declined a check).**

**Patient Population: Use Search 1 as the patient population for this search**

Criteria:

Exclude patients any of the following read codes:

- 8Bag – NHS Health Check Completed
- 9Nj5 – Failed to Respond to NHS Health Check
- 9NiS – Did not attend NHS Health Check
- 9Oh9 –Cardiovascular risk assessment declined

date of the event of the code entered in the last 5 years (01/04/2009 – 31/03/2014)

**\*\* THESE PATIENTS ARE ELIGIBLE AND HAVENT HAD A CHECK – THESE ARE THE ONES YOU ARE TO INVITE IN THE YEAR**

**Quarterly Monitoring Data Submission and breakdown of searches** – these searches are to be run on a quarterly basis to provide activity carried out within the quarter

***Patient Population: for ALL quarterly searches use “NHS HC ANNUAL SEARCH C” as the parent population to search on.***

**NHS HC QUARTERLY SEARCH 1: Number of first invites sent**

Criteria:

Search on the following read codes that have been entered within the quarter that you are reporting on i.e. Q1 = 01/04/2014 – 30/06/2014:

- 9mC1 – NHS Health Checks invitation 1<sup>st</sup> Letter
- 9mC0 – NHS Health Check telephone invitation
- 9mC4 – NHS Health Check verbal invitation

#### **NHS HC QUARTERLY SEARCH 2: Number of second/third invites sent**

Criteria:

Search on the following read codes that have been entered within the quarter that you are reporting on i.e. Q1 = 01/04/2014 – 30/06/2014:

- 9mC2 – NHS Health Checks invitation 2<sup>nd</sup> letter
- 9mC3 – NHS Health Checks invitation 3<sup>rd</sup> letter

#### **NHS HC QUARTERLY SEARCH 3: Number of Patients Failed to Respond**

Criteria:

Search on the following read code that has been entered within the quarter that you are reporting on i.e. Q1 = 01/04/2014 – 30/06/2014:

- 9Nj5 – Failed to respond to NHS Health Check invitation

#### **NHS HC QUARTERLY SEARCH 4: Number of Patients DNA'd appointment**

Criteria:

Search on the following read code that has been entered within the quarter that you are reporting on i.e. Q1 = 01/04/2014 – 30/06/2014:

- 9NiS – Did not attend NHS Health Check

#### **NHS HC QUARTERLY SEARCH 5: Declined check**

Criteria:

Search on the following read code that has been entered within the quarter that you are reporting on i.e. Q1 = 01/04/2014 – 30/06/2014:

- 9Oh9 – Cardiovascular disease risk assessment declined

### **NHS HC QUARTERLY SEARCH 6: Number of NHS Health Checks completed**

Criteria:

Search on the following read code that has been entered within the quarter that you are reporting on i.e. Q1 = 01/04/2014 – 30/06/2014:

- 8BAg – NHS Health Check Completed

### **NHS HC QUARTERLY SEARCH 7: Number of pts had check and identified as high risk**

Criteria:

Search on the following read code that has been entered within the quarter that you are reporting on i.e. Q1 = 01/04/2014 – 30/06/2014:

- 8BAg – NHS Health Check Completed

The criteria also need to ensure that also one of the following codes is also present:

- 662m – JBS CVD Risk > 20% up to 30%
- 662n – JBS CVD Risk > 30%

**ANNEX C**

**PRICING SCHEDULE**

The payment will be separated into 4 elements:

Element	Payment
Practices will receive payment during the first quarter once the CVD risk registers have been agreed and diagnosed patient numbers confirmed	28p per patient registered with practice
Practices will receive payments quarterly for the number of Health Checks completed	£11.00 per patient
Practices will receive payment quarterly for the administration for the number of patients who did not respond to the invitation for a health check or annual review	£2.00 per patient
Practices will receive payments quarterly for the number of annual reviews completed for high risk patients	£3.00 per patient

Payments will be made quarterly in arrears.

All contractors must submit an invoice and audit data in a timely manner (including nil returns). Payments will not be made if audit data is not submitted. Any invoice which relates to work completed more than four months prior will not be paid.

For year end, quarter four claims must be submitted no later than 10<sup>th</sup> April.