

APPENDIX A

SERVICE SPECIFICATIONS

All subheadings for local determination and agreement.

| | |
|---------------------------|--|
| Service Specification No. | |
| Service | NHS Health Checks Programme: Generic specification for London GPs |
| Authority Lead | |
| Provider Lead | |
| Period | April 2014 – March 2015 |
| Date of Review | |

1. Population Needs

1.1 National/local context and evidence base

The NHS Health Check programme is a mandatory public health service for the local authority. The NHS Health Check is a systematic vascular risk assessment and management programme to help prevent various cardiovascular diseases (CVD) including heart disease, stroke, diabetes and dementia and kidney disease. The eligible cohort includes people between 40 to 74 years of age who 1) have no previous diagnosis of CVD (see section 3.3) and 2) are not currently taking statins. The check is offered once every five years.

The Department of Health expects 20% of the eligible population to be invited each year over the 5 year rolling programme with an uptake moving from an initial 50% towards 75%.

The Department of Health estimated that the programme could prevent 1,600 heart attacks and strokes, at least 650 premature deaths, and identify over 4,000 new cases of diabetes each year. At least 20,000 cases of diabetes or kidney disease could be detected earlier, allowing individuals to be better managed to improve their quality of life. The estimated cost per quality adjusted life year (QALY) is approximately £3,000.

Add local data here

2. Key Service Outcomes

2.1 Insert any locally agreed outcomes and quality requirements which are NOT Quality Outcomes Indicators which should be set out in Appendix C (*Quality Outcomes Indicators*)

The practice will ensure that the most appropriate mix of invitation methods are used to encourage uptake of the programme and in particular to increase uptake amongst relatively deprived and hard-to-reach groups.

The practice will provide an accessible service for working individuals by offering appointment times which include evening and/or weekend appointments for an NHS Health Check.

[Type text]

The practice will provide tailored face-to-face feedback for each individual on their future risk of cardiovascular disease. In addition to the appropriate medical management of risk this will include advice on lifestyle and referral to local lifestyle interventions as appropriate.

The service will contribute to achievement on the following outcomes from the Public Health Outcomes Framework:

- Mortality rate from causes considered preventable (4.03 provisional)
- Under 75 mortality rate from all cardiovascular diseases (4.04i revised provisional)
- Under 75 mortality rate from all cardiovascular diseases considered preventable (4.04ii provisional)
- Excess weight in adults (2.12)
- Percentage of physically active adults (2.13)
- Prevalence of smoking among persons aged 18 years and over (2.14)
- Take up of NHS Health Check programme by those eligible – health check offered (2.22i)
- Take up of NHS Health Check programme by those eligible – health check take-up (2.22ii)
- Recorded Diabetes (2.17)
- Alcohol-related hospital admissions (2.18)

Quality outcomes indicators for this service are further described in Appendix C.

3. Scope

3.1 Aims and objectives of service

This service aims to improve health outcomes and quality of life amongst {insert council name} residents by identifying individuals at an earlier stage of vascular change, and provide opportunities to empower them to substantially reduce their risk of cardiovascular morbidity or mortality. In turn this will lead to a reduction in the incidence of acute cardiovascular events in the {insert LA name} population

Specific objectives of this service include:

To offer a NHS Health Check to 20% of the eligible population every year as part of a 5 year rolling programme with an uptake level of 50-75%

To enable the early detection of hypertension

To enable the prevention and early detection of diabetes

To enable the early detection of chronic kidney disease

To identify individuals with a high risk of future cardiovascular disease

To initiate the appropriate medical management of newly diagnosed chronic diseases

To identify level of potentially harmful drinking

To increase population level awareness of dementia specifically among 65 to 74 year olds

To work collaboratively with individuals whom require lifestyle modification and offer them on-going support through referral to one or more of the following local lifestyle intervention

[Type text]

services {amend as appropriate}:

- Smoking cessation service
- Pre-diabetes service
- Exercise on referral programme
- Slimming World

3.2 Service description/pathway

The specification of this service is designed to cover the enhanced aspects of clinical care of the patient, all of which are beyond the scope of essential services. No part of the specification by commission, omission or implication defines or redefines essential or additional services.

This specification will continually be reviewed in line with national recommendations in order to ensure adherence with best practice, and national and local requirements.

Call/ recall service

The practice will operate a call/recall process that ensures that every eligible patient in the practice cohort is invited to have an NHS Health Check once every five years. {add detail depending on local policy}

The practice will make up to two attempts to invite patients for a Health Check. At least one of these attempts should be through a formal written letter with an accompanying patient leaflet. Practices should choose the most appropriate mix of invitation methods for their population. {Insert LA name} Council will provide each practice with an invitation letter template. The NHS Health Checks Team will provide advice and information on how to order patient information leaflets and other promotional materials.

The practice will offer patients a choice of appointments for the initial risk assessment. All attempts to contact patients will be recorded using the agreed local template.

DNAs should be managed in line with the practice's own local DNA policy.

Risk assessment

ALL patients will receive a standard risk assessment as described below. In addition some patients will require additional risk assessments for diabetes, hypertension or chronic kidney disease.

Standard Risk assessment

The practice will assess and record the following information, on the agreed local template, for **ALL eligible patients** who attend for an NHS Health Check:

- Age
- Gender
- Ethnicity
- Smoking status
- Family history of coronary heart disease (history of CHD in first-degree relative under 60 years)

[Type text]

- Level of physical activity using the General Practice Physical Activity Questionnaire¹
- Body Mass Index
- Pulse check to detect atrial fibrillation {amend as appropriate}
- Blood pressure measurement (systolic and diastolic)
- Initial alcohol screening test (AUDIT-C or FAST may be used as the initial screening tool, see further guidance in Best Practice Guidance²)
- Random total cholesterol and HDL (either point of care sample or a venous sample within the last six months)
- Cardiovascular risk score – a risk score for the patient's likelihood of suffering a cardiovascular event in the next ten years {add local requirements on risk engine used}
- Raise awareness of dementia for individuals aged over 65 and signpost to memory clinics if appropriate (see training tool and dementia leaflet³)

Practices who would like to use point of care testing for their Health Checks will need to demonstrate compliance with national guidelines and advice on training; quality assurance and safety (see 4.1 & 4.2).

Further appropriate assessments for hypertension, chronic kidney disease, diabetes, full alcohol risk assessment and familial hypercholesterolemia will be carried out on patients with abnormal parameters after the initial standard risk assessment (see below). Further reference should be made to NHS Health Checks Best Practice Guidance 2013².

Hypertension risk assessment

The practice will perform further hypertension risk assessments to detect and treat undiagnosed hypertension for patients with a blood pressure at or above $\geq 140/90$ mmHg or where either the systolic or diastolic blood pressure exceeds the respective threshold. To identify persistent raised blood pressure these individuals should return for at least two further measurements under the best possible conditions.

As practices begin to implement the new NICE guidance on hypertension⁴ it is expected that practices will phase in the use of 24-hour ambulatory blood pressure monitoring for the diagnosis of primary hypertension.

Diabetes risk assessment

The practice will perform a diabetes risk assessment to detect impaired glucose tolerance (IGT) and Diabetes Mellitus for any patient who meets any of the following criteria:

- BMI ≥ 30 (or ≥ 27.5 if Indian, Pakistani, Bangladeshi, other Asian or Chinese).
- A blood pressure threshold, at or above either a 140 mmHg systolic or 90 diastolic mmHg.

These patients should receive one of the following:

- A fasting plasma glucose test. However if the patient has had a normal fasting plasma

¹http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_063812

²NHS Health Check Best Practice Guidance September 2013:
www.healthcheck.nhs.uk/document.php?o=456

³http://www.healthcheck.nhs.uk/commissioners_and_healthcare_professionals/national_resources/dementia_resources/

⁴ <http://www.nice.org.uk/CG127>

glucose within the last six months then there is no need to repeat the test. Patients who are found to have non-diabetic hyperglycaemia (6 -7 mmol/l) will also receive a formal oral glucose tolerance test to exclude diabetes or impaired glucose tolerance.

- Alternatively, an HbA1c test can be used for the screening and/or diagnosis of diabetes or impaired glucose tolerance.

Further reference should be made to NHS Health Check Best Practice Guidance September 2013⁵.

Chronic Kidney Disease (CKD) risk assessment

The practice will perform a serum creatinine test to calculate the estimated glomerular filtration rate (eGFR) for any patient who has a raised blood pressure at or above either a 140 mmHg systolic or 90 mmHg diastolic. However if the patient has already had a serum creatinine within the past six months then the test need not be repeated.

Where eGFR is below 60ml/min/1.73m², management and assessment for chronic kidney disease is required in line with NICE clinical guideline 73 on chronic kidney disease⁶.

Full Alcohol risk assessment

A full AUDIT assessment is indicated by either

- a. An AUDIT C score >5 or
- b. A FAST score >3

If the individual meets or exceeds the AUDIT threshold of 8 brief advice should be given. Referral to local alcohol services should be considered for individuals scoring 20 or more (see NICE public health guideline 24, June 2010 for further detail⁷)

Assessment for familial hypercholesterolemia

Patients with a total cholesterol >7.5mmol/L should be formally assessed for familial hypercholesterolemia⁸.

Risk communication

The staff delivering the NHS Health Check should be trained in communicating, capturing and recording the risk score and results, and understand the variables used by the risk engine to calculator the risk score.

The practice will explain and discuss the results of the NHS Health Check, including the cardiovascular risk score, with each patient. This communication will be face-to-face and tailored to the each individual to maximise patient understanding.

When communicating individual risk, staff should be trained to:

- communicate risk in everyday, jargon-free language so that individuals understand their level of risk and what changes they can make to reduce their risk
- use behaviour change techniques (such as motivational interviewing) to deliver appropriate lifestyle advice and how it can reduce their risk

⁵ www.healthcheck.nhs.uk/document.php?o=456

⁶ www.nice.org.uk/Guidance/CG73/Guidance/pdf/English

⁷ <http://www.nice.org.uk/ph24>

⁸ NICE clinical guideline67. May 2008 (reissued March 2010) www.nice.org.uk/CG067

- create a two-way dialogue to explore individual values and beliefs to facilitate a client-centred risk-reduction plan

Individuals receiving a NHS Health Check should be given adequate time to ask questions and obtain further information about their risk and results. Appropriate written information should also be provided. This should include personalised feedback explaining their:

- BMI
- cholesterol level
- blood pressure
- AUDIT score (AUDIT C or FAST)
- CVD risk score and what this means
- lifestyle advice given
- referrals onto lifestyle or clinical services (if any)

Risk management

The practice will provide lifestyle advice to ALL patients after a Health Check on how to maintain/improve their vascular health.

The practice will provide a tailored package of interventions for patients with identified risk factors including:

- CVD risk score $\geq 20\%$
- physical inactivity
- smoker
- pre-diabetes
- BMI >27.5
- Audit score > 8

Individuals identified with a cardiovascular risk score $> 20\%$ must be managed according to current NICE guidelines (NICE clinical guideline 67, May 2008, reissued March 2010⁹). The practice must record the offer of statin and whether this was accepted or declined on the local NHS Health Checks template. Any individual identified with a high-risk score for CVD must be entered onto a practice high-risk register and subsequently be offered annual review as per the NICE guidelines. Once entered on to a high-risk register these individuals will leave the NHS Health Check programme.

For the other risk factors, the practice will provide brief advice and offer referral to appropriate local lifestyle interventions including {amend list as appropriate}:

- The exercise referral service
- the smoking cessation service
- the community weight management programme
- Pre-diabetes service

Referral criteria for local lifestyle interventions listed above are summarised in the box below

{Insert box with referral criteria for local lifestyle intervention programmes and web link to referral forms here}

The practice will manage newly diagnosed diabetes, hypertension or chronic kidney disease according to existing local clinical pathways and relevant NICE guidance, under the terms of

⁹ www.nice.org.uk/CG067

their general medical contract with NHS England. Newly diagnosed patients with diabetes, hypertension, chronic kidney disease or patients at high-risk of a CVD event will be placed on the respective register. These patients will exit the NHS Health Check programme and will not be eligible for recall, as they will be followed up separately on an annual basis (see guidance¹⁰).

Data and monitoring requirements

The practice will record patient information concerning invitation, risk assessment and risk management using the standardised clinical data template, as defined /supplied by {xx} Council.

The practice will upload the data return search provided by the council onto the practice system and run the **monthly/ quarterly** data return search on the first day of each month and export the summary of activity to the council by email to **xxxxxx**

Public Health England has published guidance to ensure that all data flows comply with national guidance and the Data Protection Act 2014¹¹.

The data flow from GP practices to the Local Authority is anonymised and the Local Authority undertakes to maintain its Level 2 IG Toolkit compliance and also to ensure that all data is stored on a secure server with access restricted to Health Checks programme staff (Amend as appropriate)

The practice will return the monthly data return to the council by, on or before the 10th day of the following month. For example the monthly return for March should be completed and returned by 10 April. The practice should always use a secure NHS net email account to send data to the Council.

3.3 Population covered

Practices will identify all individuals who are eligible for an NHS Health Check at the beginning of each financial year. This cohort will include all patients who are aged between 40 and 74 years with no pre-existing diagnosis of:

- Diabetes
- Hypercholesterolaemia / already on a statin
- Hypertension
- Ischaemic heart disease
- Stroke/TIA
- Atrial fibrillation
- Peripheral arterial disease
- Heart failure
- CKD (stages 3-5)
- High-risk of cardiovascular disease – patients who have already had a formal Health Check and have been identified as high-risk (QRISK > 20%) and placed on a high-risk register.

The practice will submit the number of eligible patients in the practice to {Insert name of LA} Council each year. This number will be used as the baseline denominator for performance monitoring.

¹⁰ www.healthcheck.nhs.uk/document.php?o=456

¹¹ http://www.healthcheck.nhs.uk/news/ig_and_data_flows_pack_launched/

3.4 Any acceptance and exclusion criteria and thresholds

The practice will invite 20% of its eligible cohort (see 3.3) annually to attend for an NHS Health Check. Invited individuals must be from the eligible cohort and must not have received an NHS Health Check in the preceding five years. As this is a rolling five-year programme, practices must not aim to invite more than 20% of their eligible population each year.

3.5 Interdependencies with other services

Individuals will be referred to the following local lifestyle interventions where appropriate:

- {insert as appropriate}

Individuals who are newly diagnosed with a long-term chronic condition will be managed in accordance with NICE guidelines and locally agreed pathways.

3.6 Responsibility of the commissioner

To facilitate the delivery of this service ({insert the name of your borough}) will:

- Update the practice on any changes to the pathway and protocols for the Health Checks programme
- Supply the practice with information on local initiatives and services to support lifestyle change
- Develop local publicity materials and run targeted marketing campaigns to promote the service
- Organise annual update training on the health checks pathway
- Conduct monthly monitoring and evaluation of service
- Supports the sharing of best practice amongst primary care providers including the implementation of the NHS Health Checks QA standards.

4. Applicable Service Standards

4.1 Applicable national standards e.g. NICE

The practice should refer to the following guidelines for the delivery of the NHS Health Checks programme:

- NHS Health Check Best Practice Guidance, DH & PHE, September 2013:
www.healthcheck.nhs.uk/document.php?o=456
- NHS Health Check Programme Standards: A framework for quality improvement: February 2014
http://www.healthcheck.nhs.uk/commissioners_and_healthcare_professionals/national_guidance/
- National Competency Framework, PHE (in press)
www.xxxxx

If the practice uses point of care testing then it must comply with the following national guidance or any subsequent update:

- Management and Use of IVD Point of Care Test Devices. Device Bulletin 2002(03). Medical Devices Agency. March 2002.
www.mhra.gov.uk/Publications/Safetyguidance/DeviceBulletins?CON007333.

[Type text]

4.2 Applicable local standards

The practice will have a named NHS Health Check champion who is responsible for ensuring that:

- All practice staff who conduct NHS Health Checks are familiar with this specification, locally available lifestyle interventions and the referral criteria for these interventions (see 3.1).
- All healthcare professionals who wish to participate in the delivery of this service achieve and maintain appropriate clinical competence and that they have undertaken suitable education and training including training on how to deliver lifestyle advice. An appropriate training programme will be organised by xx Council for staff who require initial or update training in line with the PHE Training Framework¹² (in press)
- The practice has considered how they will deliver the NHS Health Check programme, to ensure that the service is accessible and reduces, rather than widens health inequalities (see Appendix B).

The practice will comply with PHE guidance on point of care devices (if applicable). There will be a robust quality assurance programme for any point of care device used by the practice including:

- a. up-to-date register of trained/competent operators
- b. name of POCT coordinator
- c. records of results of quality control performed
- d. evidence of registration in an accredited EQA scheme reporting to NQAAP

The council will audit 5% of all practices and their submitted data returns annually. All practices will agree to co-operate with any request to audit activity data. This will include audit of the follow-up of high-risk individuals who have exited the NHS Health Checks programme.

5. Location of Provider Premises

The Provider's Premises are located at:

[Insert address of Provider's Premises if applicable]

6. Required Insurances

6.1 If required, insert types of insurances and levels of cover required

¹² In press
[Type text]

APPENDIX B

CONDITIONS PRECEDENT

1. Provide the Authority with a copy of the Provider's registration with the CQC where the Provider must be so registered under the Law
2. All practices working under this specification **must:**
 - **Identify** a named healthcare professional (champion) who has overall responsibility for ensuring that the service is delivered in accordance with this specification.
 - **Be able to** demonstrate that the healthcare professionals who wish to participate in the delivery of this service achieve and maintain appropriate clinical competence and that they have undertaken suitable education and training.
 - **Be familiar with** the NHS Health Check Best Practice Guidance September 2013¹³
3. Practices which are new providers of the NHS Health Checks service or practices where uptake has previously been below **60%** must provide the Local Authority with a brief plan to outline how they will improve accessibility and uptake of the service particularly for disadvantaged and less affluent groups.
4. At the beginning of the financial year the practice will run a search of its clinical system to identify its eligible cohort for 2014/15 (see 3.3). This cohort size will be submitted to the Council with the application form.
5. The application form for the provision of the NHS Health Check programme (appendix 1) must be completed and returned to the council at the following address or email: **xxx@.gov.uk**
6. The commencement date of this service will be agreed with individual practices, upon completing a successful application.

¹³ NHS Health Check Best Practice Guidance September 2013:

www.healthcheck.nhs.uk/document.php?o=456

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APPENDIX C

QUALITY OUTCOMES INDICATORS

| Quality Outcomes Indicators | Achievable | Minimum acceptable Threshold | Method of Measurement | Consequence of breach |
|--|------------|------------------------------|--|--|
| Proportion of the eligible practice population to be invited annually for an NHS Health Check. | 20% | 20% | Monthly data returns submitted to the commissioner | If data returns indicate that the practice will struggle to meet the minimum standard this will be a trigger point for a Council contract review meeting |
| Annual uptake of NHS Health Checks | 75% | 50% | Monthly data return submitted to the commissioner | If data returns indicate that the practice will struggle to meet the minimum standard this will be a trigger point for a Council contract review meeting |
| Appropriate use of diabetes assessment and recording of outcome when indicated by either: a. BP >140/90 mmHg OR b. BMI > 30 or 27.5 (if individuals from the Indian, Pakistani, Bangladeshi, Other Asian and Chinese ethnicity categories) | 100% | 100% | Monthly data return submitted to the commissioner | Trigger point for Council contract review meeting if consistent |
| Appropriate assessment for hypertension when indicated by: a. BP >140/90 mmHg | 100% | 100% | Monthly data return submitted to the commissioner | Trigger point for Council contract review meeting |

[Type text]

| | | | | |
|---|------|------|---|---|
| <p>OR</p> <p>b. SBP or DBP exceeds 140mmHg or 90mm Hg respectively</p> | | | | |
| <p>Appropriate assessment for chronic kidney disease and recording of outcome when indicated by:</p> <p>a. BP >140/90 mmHg</p> <p>OR</p> <p>b. SBP or DBP exceeds 140mmHg or 90mm Hg respectively</p> | 100% | 100% | Monthly data return submitted to the commissioner | Trigger point for Council contract review meeting |
| <p>Appropriate assessment for familial hypercholesterolemia and recording of outcome when indicated by:</p> <p>Total cholesterol > 7.5 mmol/L</p> | 100% | 100% | Monthly data return submitted to the commissioner | Trigger point for Council contract review meeting |
| <p>Appropriate alcohol risk assessment and recording of outcome.</p> <p>Use of full AUDIT tool when indicated by:</p> <p>a. Audit C score >5</p> <p>OR</p> <p>b. FAST score >3</p> | 100% | 100% | Monthly data return submitted to the commissioner | Trigger point for Council contract review meeting |
| <p>Appropriate management of individuals with CVD risk score >20% (according to</p> | 100% | 100% | Monthly data return submitted to the commissioner | Trigger point for Council contract review meeting |

[Type text]

| | | | | |
|--|-------------|-------------|--|--|
| <p>NICE guidelines) with full recording of offer of statins and acceptance or decline.</p> | | | | |
| <p>Appropriate management of lifestyle behaviours</p> <p>Recording of appropriate brief advice given and offer of referral (and recorded outcome i.e. accepted or declined) for individuals with:</p> <ul style="list-style-type: none"> a. BMI > 27.5 b. who are physically inactive c. pre-diabetes d. smokers e. Audit C score >5 | <p>100%</p> | <p>100%</p> | <p>Monthly data return submitted to the commissioner</p> | <p>Trigger point for Council contract review meeting</p> |
| | | | | |

APPENDIX D

SERVICE USER, CARER AND STAFF SURVEYS

[Insert form, frequency and reporting process where required]

APPENDIX E

CHARGES

[Please list the price(s) for the Services or set out the total charges to be paid]

Payment

[insert local arrangement]

Payment to practices will be based on £xx per each completed Health Check. A completed NHS Health Check is defined above and comprises a risk assessment (including risk assessment for diabetes, hypertension & CKD, dementia prompt and Alcohol AUDIT C/FAST as required) and the appropriate instigation of risk management as defined by the Best Practice Guidelines¹⁴.

Payment will be made to practices on a monthly basis in arrears upon receipt validation and processing of completed Health Check data.

Practices providing this service under another contract, which includes payment within the contractual price, are not eligible to claim payment under this Contract.

¹⁴ NHS Health Check Best Practice Guidance September 2013:

www.healthcheck.nhs.uk/document.php?o=456

[Type text]

APPENDIX F
SAFEGUARDING POLICIES

[Please append safeguarding children and vulnerable adults policy of Provider]

APPENDIX G

INCIDENTS REQUIRING REPORTING PROCEDURE

[Insert pursuant to clause B11 (Incidents Requiring Reporting) procedure for reporting, investigating, and implementing and sharing Lessons Learned from: (1) Serious Incidents (2) reportable Patient Safety Incidents; and (3) Non-Service User incidents]

APPENDIX H

INFORMATION PROVISION

[Insert type, format, frequency and timescales and consequence for non-provision of required information]

[Type text]

APPENDIX I

TRANSFER OF AND DISCHARGE FROM CARE PROTOCOLS

[Insert any locally agreed protocols including contents for discharge correspondence and relevant timescales for delivering such correspondence]

APPENDIX J

SERVICE QUALITY PERFORMANCE REPORT

[Insert format and manner of provision of the Service Quality Performance Report together with the factors to be measured and reported on]

APPENDIX K
DETAILS OF REVIEW MEETINGS

[Insert frequency and manner of Review Meetings]

APPENDIX L
AGREED VARIATIONS

[Insert agreed Variations]

APPENDIX M

DISPUTE RESOLUTION

Part 1 of Appendix M – Dispute Resolution Process

1. ESCALATED NEGOTIATION

1.1 Except to the extent that any injunction is sought relating to a matter arising out of clause B36 (*Confidentiality*), if any Dispute arises out of or in connection with this Contract, the Parties must first attempt to settle it by either of them making a written negotiation offer to the other, and during the 15 Business Days following receipt of the first such offer (the “**Negotiation Period**”) each of the Parties shall negotiate in good faith and be represented:

1.1.1 for the first 10 Business Days, by a senior person who where practicable has not had any direct day-to-day involvement in the matter that led to the Dispute and has authority to settle the Dispute; and

1.1.2 for the last 5 Business Days, by its chief executive, director, or board member who has authority to settle the Dispute,

provided that no Party in Dispute where practicable shall be represented by the same individual under paragraphs 1.1.1 and 1.1.2.

2. MEDIATION

2.1 If the Parties are unable to settle the Dispute by negotiation, they must within 5 Business Days after the end of the Negotiation Period submit the Dispute to mediation by CEDR or other independent body or organisation agreed between the Parties and set out in Part 2 of this Appendix M.

2.2 The Parties will keep confidential and not use for any collateral or ulterior purpose all information, whether given orally, in writing or otherwise, arising out of or in connection with any mediation, including the fact of any settlement and its terms, save for the fact that the mediation is to take place or has taken place.

2.3 All information, whether oral, in writing or otherwise, arising out of or in connection with any mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever.

3. EXPERT DETERMINATION

3.1 If the Parties are unable to settle the Dispute through mediation, then either Party may give written notice to the other Party within 10 Business Days of closure of the failed mediation of its intention to refer the Dispute to expert determination. The Expert Determination Notice must include a brief statement of the issue or issues which it is desired to refer, the expertise required in the expert, and the solution sought.

3.2 If the Parties have agreed upon the identity of an expert and the expert has confirmed in writing his readiness and willingness to embark upon the expert determination, then that person shall be appointed as the Expert.

3.3 Where the Parties have not agreed upon an expert, or where that person has not confirmed his willingness to act, then either Party may apply to CEDR for the

[Type text]

appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Party. The other Party may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.

- 3.4 The Party serving the Expert Determination Notice must send to the Expert and to the other Party within **5** Business Days of the appointment of the Expert a statement of its case including a copy of the Expert Determination Notice, the Contract, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.
- 3.5 The Party not serving the Expert Determination Notice must reply to the Expert and the other Party within **5** Business Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.
- 3.6 The Expert must produce a written decision with reasons within **30** Business Days of receipt of the statement of case referred to in paragraph 1.9, or any longer period as is agreed by the Parties after the Dispute has been referred.
- 3.7 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.
- 3.8 The Parties must comply with any request or direction of the Expert in relation to the expert determination.
- 3.9 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties and the Expert agree are within the scope of the expert determination. The Expert must send his decision in writing simultaneously to the Parties. Within **5** Business Days following the date of the decision the Parties must provide the Expert and each other with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at his discretion within a further **5** Business Days and send any revised decision simultaneously to the Parties.
- 3.10 The Parties must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.
- 3.11 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, or material breach of instructions on the part of the Expert at which point a Party will be permitted to apply to Court for an Order that:
 - 3.11.1 the Expert reconsider his decision (either all of it or part of it); or
 - 3.11.2 the Expert's decision be set aside (either all of it or part of it).
- 3.12 If a Party does not abide by the Expert's decision the other Party may apply to Court to enforce it.
- 3.13 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.

[Type text]

- 3.14 The Expert is not liable for anything done or omitted in the discharge or purported discharge of his functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.
- 3.15 The Expert is appointed to determine the Dispute or Disputes between the Parties and his decision may not be relied upon by third parties, to whom he shall have no duty of care.

Part 2 of Appendix M - Nominated Mediation Body

[If other mediation body is agreed under paragraph 2.1 of Part 1 of Appendix M, insert details of body here]

[Type text]

Part 3 of Appendix M - Recorded Dispute Resolutions

[insert]

APPENDIX N
SUCCESSION PLAN

[Insert if one has been agreed]

[Type text]

Appendix O

Definitions and Interpretation

1. The headings in this Contract shall not affect its interpretation.
2. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended or re-enacted.
3. References to a statutory provision shall include any subordinate legislation made from time to time under that provision.
4. References to Sections, clauses and Appendices are to the Sections, clauses and Appendices of this Contract, unless expressly stated otherwise.
5. References to any body, organisation or office shall include reference to its applicable successor from time to time.
6. Any references to this Contract or any other documents includes reference to this Contract or such other documents as varied, amended, supplemented, extended, restated and/or replaced from time to time.
7. Use of the singular includes the plural and vice versa.
8. The following terms shall have the following meanings:

Activity means any levels of clinical services and/or Service User flows set out in a Service Specification

Authorised Person means the Authority and any body or person concerned with the provision of the Service or care of a Service User

Authority Representative means the person identified in clause A4.1 (*Representatives*) or their replacement

Best Value Duty means the duty imposed by section 3 of the Local Government Act 1999 (the **LGA 1999**) as amended, and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to any applicable guidance issued from time to time

Board of Directors means the executive board or committee of the relevant organisation

Business Continuity Plan means the Provider's plan referred to in Clause B34.2 (*Business Continuity*) relating to continuity of the Services, as agreed with the Authority and as may be amended from time to time

Business Day means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London

Caldicott Guardian means the senior health professional responsible for safeguarding the confidentiality of patient information

Care Quality Commission or CQC means the care quality commission established under the Health and Social Care Act 2008

[Type text]

Carer means a family member or friend of the Service User who provides day-to-day support to the Service User without which the Service User could not manage

CEDR means the Centre for Effective Dispute Resolution

Charges means the charges which shall become due and payable by the Authority to the Provider in respect of the provision of the Services in accordance with the provisions of this Contract, as such charges are set out in Appendix E (*Charges*)

Commencement Date means the date identified in clause A3.1 (*Commencement and Duration*)

Competent Body means any body that has authority to issue standards or recommendations with which either Party must comply

Conditions Precedent means the conditions precedent, if any, to commencement of service delivery referred to in clause A3.2 (*Commencement and Duration*) and set out in Appendix B (*Conditions Precedent*)

Confidential Information means any information or data in whatever form disclosed, which by its nature is confidential or which the Disclosing Party acting reasonably states in writing to the Receiving Party is to be regarded as confidential, or which the Disclosing Party acting reasonably has marked 'confidential' (including, without limitation, financial information, or marketing or development or work force plans and information, and information relating to services or products) but which is not Service User Health Records or information relating to a particular Service User, or Personal Data, pursuant to an FOIA request, or information which is published as a result of government policy in relation to transparency

Consents means:

- (i) any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or
- (ii) any necessary consent or agreement from any third party needed either for the performance of the Provider's obligations under this Contract or for the provision by the Provider of the Services in accordance with this Contract

Contract has the meaning given to it in clause A1.1 (*Contract*)

Contract Query means:

- (i) a query on the part of the Authority in relation to the performance or non-performance by the Provider of any obligation on its part under this Contract; or
- (ii) a query on the part of the Provider in relation to the performance or non-performance by the Authority of any obligation on its part under this Contract,

as appropriate

Contract Query Notice means a notice setting out in reasonable detail the nature of a Contract Query

Contract Management Meeting means a meeting of the Authority and the Provider held in accordance with clause B29.8 (*Contract Management*)

[Type text]

CQC Regulations means the Care Quality Commission (Registration) Regulation 2009

Data Processor has the meaning set out in the DPA

Data Subject has the meaning set out in the DPA

DBS means the Disclosure and Barring Service established under the Protection of Freedoms Act 2012

Default means any breach of the obligations of the Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the Provider or the Staff in connection with or in relation to the subject-matter of this Contract and in respect of which the Provider is liable to the Authority

Default Interest Rate means **LIBOR plus 2% per annum**

Disclosing Party means the Party disclosing Confidential Information

Dispute means a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Contract

DPA means the Data Protection Act 1998

Employment Checks means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks

Enhanced DBS & Barred List Check means an Enhanced DBS & Barred List Check (child) or Enhanced DBS & Barred List Check (adult) or Enhanced DBS & Barred List Check (child & adult) (as appropriate)

Enhanced DBS & Barred List Check (child) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list

Enhanced DBS & Barred List Check (adult) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS adult's barred list

Enhanced DBS & Barred List Check (child & adult) means a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's and adult's barred list

Enhanced DBS Check means a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for

Enhanced DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Disclosure or an Enhanced DBS & Barred List Check (as appropriate) is permitted

Equipment means the Provider's equipment, plant, materials and such other items supplied and used by the Provider in the performance of its obligations under this Contract

[Type text]

Excusing Notice means a notice setting out in reasonable detail the Receiving Party's reasons for believing that a Contract Query is unfounded, or that the matters giving rise to the Contract Query are:

- (i) due wholly or partly to an act or omission by the Issuing Party; or
- (ii) a direct result of the Receiving Party following the instructions of the Issuing Party; or
- (iii) due to circumstances beyond the Receiving Party's reasonable control but which do not constitute an event of Force Majeure

Expert means the person designated to determine a Dispute by virtue of paragraphs 1.6 or 1.7 of Appendix M (*Dispute Resolution*)

Expert Determination Notice means a notice in writing showing an intention to refer Dispute for expert determination

Expiry Date means the date set out in clause A3.3 (*Commencement and Duration*)

First Exception Report means a report issued in accordance with clause B29.21 (*Contract Management*) notifying the relevant Party's chief executive and/or Board of Directors of that Party's breach of a Remedial Action Plan and failure to remedy that breach

FOIA means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government department in relation to such legislation and the Environmental Information Regulations 2004

Force Majeure means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:

- (i) any industrial action occurring within the Provider's or any Sub-contractor's organisation; or
- (ii) the failure by any Sub-contractor to perform its obligations under any Sub-contract

Fraud means any offence under the laws of the United Kingdom creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts or defrauding or attempting to defraud or conspiring to defraud the Authority

General Conditions has the meaning given to it in clause A1.1(b) (*Contract*)

Good Clinical Practice means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider, or a person providing services the same as or similar to the Services, at the time the Services are provided, as applicable

Guidance means any applicable local authority, health or social care guidance, direction or determination which the Authority and/or the Provider have a duty to have regard to including any document published under section 73B of the NHS Act 2006

[Type text]

Immediate Action Plan means a plan setting out immediate actions to be undertaken by the Provider to protect the safety of Services to Service Users, the public and/or Staff

Indirect Losses means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis

Issuing Party means the Party which has issued a Contract Query Notice

JI Report means a report detailing the findings and outcomes of a Joint Investigation

Joint Investigation means an investigation by the Issuing party and the Receiving Party into the matters referred to in a Contract Query Notice

Law means:

- (i) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
- (ii) any enforceable EU right within the meaning of Section 2(1) of the European Communities Act 1972;
- (iii) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;
- (iv) National Standards;
- (v) Guidance; and
- (vi) any applicable industry code

in each case in force in England and Wales

Legal Guardian means an individual who, by legal appointment or by the effect of a written law, is given custody of both the property and the person of one who is unable to manage their own affairs

Lessons Learned means experience derived from provision of the Services, the sharing and implementation of which would be reasonably likely to lead to an improvement in the quality of the Provider's provision of the Services

LIBOR means the London Interbank Offered Rate for 6 months sterling deposits in the London market

Local HealthWatch means the local independent consumer champion for health and social care in England

Losses means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses

National Institute for Health and Clinical Excellence or **NICE** means the special health authority responsible for providing national guidance on the promotion of good health and the prevention and treatment of ill health (or any successor body)

[Type text]

National Standards means those standards applicable to the Provider under the Law and/or Guidance as amended from time to time

Negotiation Period means the period of 15 Business Days following receipt of the first offer

NHS Act 2006 means the National Health Service Act 2006

Parties means the Authority and the Provider and “Party” means either one of them

Patient Safety Incident means any unintended or unexpected incident that occurs in respect of a Service User that could have led or did lead to, harm to that Service User

Personal Data has the meaning set out in the DPA

Prohibited Acts has the meaning given to it in clause B39.1 (*Prohibited Acts*)

Provider Representative means the person identified in clause A4.2 (*Representatives*) or their replacement

Provider’s Premises means premises controlled or used by the Provider for any purposes connected with the provision of the Services which may be set out or identified in a Service Specification

Public Authority means as defined in section 3 of the FOIA

Quality Outcomes Indicators means the agreed key performance indicators and outcomes to be achieved as set out in Appendix C (*Quality Outcomes Indicators*)

Receiving Party means the Party which has received a Contract Query Notice or Confidential Information as applicable

Regulatory Body means any body other than CQC carrying out regulatory functions in relation to the Provider and/or the Services

Remedial Action Plan means a plan to rectify a breach of or performance failure under this Contract specifying targets and timescales within which those targets must be achieved

Required Insurances means the types of policy or policies providing levels of cover as specified in the Service Specification(s)

Review Meeting means a meeting to be held in accordance with clause B19 (*Review Meetings*) or as otherwise requested in accordance with clause B19.2 (*Review Meetings*)

Safeguarding Policies means the Provider’s written policies for safeguarding children and adults, as amended from time to time, and as may be appended at Appendix F (*Safeguarding Children and Vulnerable Adults*)

Second Exception Report means a report issued in accordance with clause B29.22 (*Contract Management*) notifying the recipients of a breach of a Remedial Action Plan and the continuing failure to remedy that breach

Serious Incident means an incident or accident or near-miss where a patient (whether or not a Service User), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on the Provider's Premises or where the actions of the Provider, the Staff or the Authority are likely to be of significant public concern

Service Commencement Date means the date set out in clause A3.2 (*Commencement and Duration*)

Service Specification means each of the service specifications defined by the Authority and set out at Appendix A (*Service Specifications*)

Service User means the person directly receiving the Services provided by the Provider as specified in the Service Specifications and includes their Carer and Legal Guardian where appropriate

Service Quality Performance Report means a report as described in Appendix J (*Service Quality Performance Report*)

Services means the services (and any part or parts of those services) described in each of, or, as the context admits, all of the Service Specifications, and/or as otherwise provided or to be provided by the Provider under and in accordance with this Contract

Special Conditions has the meaning given to it in clause A1.1(c) (*Contract*)

Staff means all persons employed by the Provider to perform its obligations under this Contract together with the Provider's servants, agents, suppliers and Sub-contractors used in the performance of its obligations under this Contract

Standard DBS Check means a disclosure of information which contains certain details of an individual's convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions

Standard DBS Position means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted

Sub-contract means a contract approved by the Authority between the Provider and a third party for the provision of part of the Services

Sub-contractor means any third party appointed by the Provider and approved by the Authority under clause B23.1 (*Assignment and Sub-contracting*) to deliver or assist with the delivery of part of the Services as defined in a Service Specification

Succession Plan means a plan agreed by the Parties to deal with transfer of the Services to an alternative provider following expiry or termination of this Contract as set out at Appendix N (*Succession Plan*)

Successor Provider means any provider to whom a member of Staff is transferred pursuant to TUPE in relation to the Services immediately on termination or expiry of this Contract

Transfer of and Discharge from Care Protocols means the protocols set out in Appendix I (*Transfer and Discharge from Care Protocols*)

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

[Type text]

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

Variation means a variation to a provision or part of a provision of this Contract

Variation Notice means a notice to vary a provision or part of a provision of this Contract issued under clause B22.2 (*Variations*).

SECTION C
SPECIAL TERMS AND CONDITIONS

[PLEASE INSERT ANY LOCALLY AGREED CLAUSES EITHER FROM THE CONTRACT GUIDANCE OR OTHERWISE INTO THIS SECTION. ANY PROVISIONS INSERTED INTO THIS SECTION WILL PREVAIL OVER THE PROVISIONS IN SECTIONS A AND B]

[Type text]