

FOI 4085

2012 ENT Waiting List Initiative Specifications

Under the Freedom of Information Act 2000, provide copies of the high-level service specifications, service level agreements (SLAs), or clinical pathway frameworks relating to the 2012 ENT (Ear, Nose, and Throat) Waiting List Initiatives that were outsourced by the Northern Trust to private providers, specifically including the North West Independent Hospital in Ballykelly.

Note that I am not requesting personal or identifiable patient data. I am seeking the general operational contract guidelines.

Specifically, I wish to confirm the following details from those 2012 procurement frameworks:

1) Did the outsourced ENT initiative contract stipulate, require, or bundle a pre-consultation audiology assessment (hearing test) as a standard, mandatory part of the clinical pathway before a patient was reviewed by the ENT consultant?

This requirement was not in place at the time of this contract. Please see attached Terms and Conditions for reference.

2) What were the data retention and transfer protocols mandated by the Northern Trust at the end of the 2012 initiative? Specifically, were private providers required to return the physical/digital audiology graphs to the Trust, or were they permitted to store them within their own local archives?

Please see attached Terms and Conditions for reference.

Independent Healthcare Treatment

Service Level Agreement with North West Independent Hospital (NWIH) for the completion of the activity levels indicated in Schedule 1 for the Northern Health and Social Care Trust

Dermatology ENT General Surgery Gynaecology Pain	Contract Date: 26 April 2012 to 31 December 2012
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2012

Contract Terms and Conditions

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CONTRACT SCHEDULES

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Schedule 3	Fees Schedule
Schedule 4	Service Specification
Schedule 5	Patient Access Standards
Schedule 6	Adverse Incidents Reporting Protocol
Schedule 7	Complaints Protocols
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CONTRACT APPENDICES

Appendix 1	Template for Patient Master Database
Appendix 2	Complaints Register
Appendix 3	Adverse Incident Register
Appendix 4	Partial Booking Process Flowchart
Appendix 5	Integrated Elective Access Protocol
Appendix 6	Adverse Incident Report Form

SERVICE LEVEL AGREEMENT

FOR THE PERIOD 26 April 2012 to 31 December 2012

PARTIES TO THE AGREEMENT

North West Independent Hospital (NWIH)
Church Hill House
BALLYKELLY
BT49 9HS

AUTHORISED SIGNATORY North West Independent Hospital (NWIH)

Signature Elizabeth Dallas

Print Name ELIZABETH DALLAS

DATE: 1st May 2012

AND

Northern Health and Social Care Trust
Trust Headquarters
The Cottage
5 Greenmount Avenue
BALLYMENA
BT43 6DA

AUTHORISED SIGNATORY for Northern Health and Social Care Trust

Signature Martin Sloan

Print Name MARTIN SLOAN

DATE: 25/5/12

Northern Ireland Health and Personal Social Services

SERVICE LEVEL AGREEMENT WITH NORTH WEST INDEPENDENT HOSPITAL (NWIH)

Background

This Service Level Agreement has been agreed between NWIH and the Northern Health & Social Care Trust. It sets out the terms and conditions associated with the treatment by NWIH of patients as detailed in the attached Schedule 1.

1 Definitions

1.1 In this Agreement unless the context otherwise requires, the following terms have the following meanings:

- "Adverse patient incident"** any event or circumstance that could have or did lead to unintended or unexpected injury (physical or psychological), disease, suffering, disability, death, loss or damage to an HPSS patient;
- "Agreement"** this Agreement together with its Schedules;
- "Authorised Officer"** the Officer appointed by NWIH pursuant to the provisions of clause 9 who is responsible for the daily management of the Services pursuant to the provisions of this Agreement;
- "Start Date"** commencement of contract:
26 April 2012
- "Confidential Information"** means any information or data in whatever form disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by one party ("the Disclosing Party") to the other ("the Receiving Party") or by a third party

on behalf of either of the parties (whether before or after the date of this Agreement) including without limitation any information relating to the Disclosing Party's business affairs, operations, products, finances, plans, market opportunities, designs, processes, research, development, know how, personnel, distributors, suppliers and other trade secrets (including all confidential information of any third party) as well as the results of any discussions between the parties and the results of any evaluations or studies relating to any of the foregoing, and which is by its nature confidential, or which the Disclosing Party states in writing to the Receiving Party is to be regarded as confidential, or which is marked "Confidential";

"Consent Policy"

means the policy operated by NWIH in accordance with the provisions of clause 10.1;

"Contract Manager"

the Officer appointed by the commissioner pursuant to the provisions of clause 9.2

"Contract Monitoring and Management Information Protocol"

the contract monitoring and management information protocol as set out in Schedule 2;

"DPA"

the Data Protection Act 1998;

"Fees"

the fees payable for the Services as set out in the Schedule of Fees;

"FOIA"

the Freedom of Information Act 2000

"GP"

medical practitioners providing general medical services under the National Health Service Act 1977 or performing personal medical services under a pilot scheme under the National Health

	Services (Primary Care) Act 1997 (whether operating in partnership with others or not);
"HPSS"	Health and Personal Social Services;
"HPSS Bodies"	The 'family' of Health and Personal Social Services organisations which includes the HSCB, Hospital Trusts, the Patient Client Council etc.
"HPSS Patient Health Record"	any Patient Health Record (other than NWIH Patient Health Record) made in respect of any HPSS Patient and supplied to NWIH by or on behalf of the Northern HSC Trust in connection with the provision of the Services;
"HPSS Patient"	an HPSS patient who is referred in accordance with the provisions of this Agreement for treatment or care as part of the provision of the Services delivered by NWIH;
"Independent Hospital"	has the meaning set out in The Independent Healthcare Regulations (Northern Ireland) 2005;
"Individual Care Package"	the treatment plan and appropriate care to be provided by NWIH as part of the provision of the Services in respect of an HPSS Patient;
"Mediation notice"	notice in writing requesting mediation of a dispute arising between the parties provided under;
"Medical Advisory Committee"	the medical advisory committee of NWIH which recommends the granting of practising privileges to a Nominated Consultant;
"Nominated Consultant"	a person named in the Service Specification as a Nominated Consultant (or if no such person is named, a person

	selected in accordance with the Service Specification), on the Specialist Register in an appropriate specialty;
"Patient Data Protection Notice"	a data protection notice in the prescribed form or as otherwise agreed between the parties, in writing from time to time;
"Patient Health Record"	any record which consists of information relating to the physical or mental health or condition of any patient which has been made by or on behalf of a health professional in connection with the care of that patient;
"Practising Privileges"	such privileges as are granted by NWIH having taken advice from its Medical Advisory Committee and without which a person would be unable to assist in the provision of Services under this Agreement as medical practitioner;
"Process Processed Processing"	means in relation to the Personal Information, obtaining recording or holding the Information or data or carrying out any operation or set of operations on the information or data, including organisation, adaptation or alteration of the information or data, retrieval, consultation or use of the information or data, disclosure or sharing of the information or data by transmission, dissemination or otherwise making available, or alignment, combination, blocking, erasure or destruction of the information or data;
"Provider Patient Health Record"	a Patient Health Record which is not an HPSS Patient Health Record and is prepared by NWIH in connection with the care of an HPSS Patient as part of the provision of the Services;

"Provider's Premises"	any premises used by NWIH for any purposes connected with the provision of the Services;
"Quality Standards"	the quality standards as set out in the Service Specification;
"Request For Information"	a request made under Section 1 of the FOIA;
"Regulatory Authority"	bodies responsible for assessment and regulation of health and social care service provider organisations, for example: RQIA - Regulation & Improvement Authority CCQ - Care Quality Commission (formerly the 'Healthcare Commission') SCRC - Scottish Commission for the Regulation of Care HIW - Healthcare Inspectorate of Wales
"Schedule of Fees"	the schedule of fees as set out in Schedule 3;
"Serious Untoward Incident"	an accident or incident where a patient (whether or not an HPSS Patient), member of staff, or member of the public suffers serious injury, major permanent harm or unexpected death on NWIH's Premises and where the actions of NWIH, NWIH's Staff, or the commissioner are likely to cause significant public concern;
"Service Specification"	the service specification as set out in Schedule 4;
"Services"	the services set out in the Service Specification and provided by NWIH pursuant to and in accordance with the Agreement;

"Services Environment"	the rooms, theatres, wards, treatment bays, clinics or other physical location, space, area or accommodation in which the Services are provided;
"Staff"	the clinical and non-clinical staff members employed or engaged by NWIH and provided as part of or involved in the provision of the Services;
"Statement of National Minimum Standards"	the Statement of National Minimum Standards and/or N. Ireland equivalent as published by the Secretary of State for Health from time to time under section 23(1) of the CSA as the same apply to Independent Hospitals;
"Subject Access Requests"	means requests made by HPSS Patients under Section 7 of the Data Protection Act;

- 1.2 A reference to the singular shall include the plural and vice versa and a reference to a gender shall include any gender.
- 1.3 The headings in this Agreement shall not affect its interpretation.
- 1.4 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.
- 1.5 References to a statutory provision shall include any subordinate legislation made from time to time under that provision.
- 1.6 In the event and to the extent only of any conflict between the Clauses, the Background and the Schedules, the Clauses shall prevail over the Schedules which shall prevail over the Background.

2. Period of contract and commencement

- 2.1 This Agreement takes effect from 26 April 2012 and shall expire on 31 December 2012 subject to earlier termination in accordance with clause 37.

3. Services

- 3.1 Under this Service Level Agreement, NWIH will provide specified acute hospital services to patients identified by Agreement with the Northern HSC Trust Services provided under this Service Level Agreement are for the range of specialties and/or conditions detailed in Schedule 1.

4 Information for patients

NWIH shall on request by the Northern HSC Trust or HPSS patients give to HPSS patients a copy of NWIH's patient guide.

The parties shall comply with the requirements of the Service Specification, or as otherwise agreed, in relation to the provision of information, including Patient Data Protection Notices, to HPSS patients regarding the services.

5 HPSS patients

- 5.1 Subject to the terms of this Agreement NWIH shall ensure that the services that it provides to HPSS patients are of at least an equal standard to those it provides to its other patients. NWIH shall not discriminate and shall secure that its staff, agents (including sub-contractors) do not discriminate against HPSS patients in any way or do anything or abstain from doing anything which draws the attention of its other patients and their visitors, to HPSS patients' status as patients being treated by NWIH on behalf of the Northern HSC Trust or the HPSS. For the avoidance of doubt, nothing in this clause 5 shall require NWIH to provide as part of the services any additional non-clinical services or services of a standard for which its other patients would normally be charged premiums, unless otherwise agreed between the parties. NWIH shall ensure that non-clinical services of a standard for which its other patients would normally be charged premiums are equally available for purchase by HPSS patients as by its other patients.

- 5.2 Nothing in this Agreement shall require NWIH to provide or continue to provide the services to HPSS patients:
- 5.2.1 who are not suited to receive the treatment identified in the Individual Care Package under the services on clinical grounds;
 - 5.2.2 who are temporarily not suited to receive the treatment identified in the individual care package under the services on clinical grounds for as long as such unsuitability remains;
 - 5.2.3 who have not validly consented to the treatment identified in the individual care package provided under the services;
 - 5.2.4 whose behaviour is unreasonable and unacceptable to NWIH, or its staff who are clinically responsible for the management of the care of such HPSS patient; or
 - 5.2.5 in such other circumstances where NWIH has reasonable and justifiable grounds on which to refuse treatment such grounds having been notified to the Northern HSC Trust pursuant to the provisions of clause 5.4
 - 5.2.6 provided always that nothing in this clause shall be deemed to enable or permit NWIH to exclude HPSS patients from treatment under the services on grounds of the cost to NWIH of providing such treatment.
- 5.3 For the avoidance of doubt, NWIH shall in all cases when refusing to provide the services to an HPSS patient pursuant to the provisions of clause 5.2.4 take into account only the behaviour of that HPSS patient and disregard the behaviour of any visitor of that HPSS patient or the behaviour of any other person, and the behaviour of such visitor or other person shall not be grounds to refuse treatment pursuant to the provisions of clause 5.2.5.
- 5.4 Where pursuant to the provisions of clause 5.2.4 or 5.2.5 NWIH proposes to refuse to provide or continue to provide the services to any HPSS patient:
- 5.4.1 NWIH shall where practicable discuss the continuing conduct of the relevant HPSS patient's case with the Northern HSC

Trust and the nominated consultant clinically responsible for the HPSS patient.

5.4.2 Where such discussion is not practicable NWIH shall in any event immediately notify the Northern HSC Trust of the steps it has taken or proposes to take.

5.4.3 NWIH shall explain to the HPSS patient:

- (a) the action that it is taking and the reasons for such action, following up any verbal explanations in writing within 24 (twenty four) hours of such explanation being given
- (b) that such written explanation shall be copied to the Northern HSC Trust
- (c) that NWIH shall discuss the HPSS patient's case with the Northern HSC Trust as soon as practicable, and
- (d) that the HPSS patient has the right to complain about NWIH's decision through any relevant complaints procedure.

5.4.4 NWIH and the Northern HSC Trust shall use all reasonable endeavours, including discussions with the HPSS patient and/or where appropriate the HPSS patient's GP, to resolve the issue of the treatment or continued treatment of the HPSS patient in a way which minimises any disruption to the HPSS patient's care. Where the parties cannot agree about NWIH's treatment or continued treatment of the HPSS patient, NWIH shall (subject to any discharge requirements) notify the Northern HSC Trust that it will discontinue treatment of that HPSS patient under the services and the Northern HSC Trust shall make such alternative treatment arrangements for that HPSS patient as it deems necessary.

5.5 Nothing in clause 5.1 shall be deemed to enable or permit NWIH to refuse or withhold any emergency treatment required by any HPSS patient and NWIH shall secure that its staff take appropriate clinical advice in determining whether such emergency treatment is urgently required.

5.6 The Northern HSC Trust reserves the right at any time to withdraw any HPSS patient from the services provided that in the case of an HPSS patient who has been admitted, it is clinically appropriate to withdraw the HPSS patient and NWIH

shall upon receipt of such notice from the Northern HSC Trust cease to treat the HPSS patient. Unless otherwise agreed between the parties, the Northern HSC Trust shall notify the HPSS patient of the change in their treatment or care arrangements.

5.7 Where the Northern HSC Trust withdraws treatment of an HPSS patient after referral, the Northern HSC Trust shall pay a fee for the services actually delivered to that HPSS patient in accordance with the Schedule of Fees.

5.8 Nothing in this Clause 5 shall prevent NWIH and the Northern HSC Trust from agreeing at any time that an HPSS patient should be withdrawn from treatment under the services.

6 Service environment and goods

6.1 NWIH shall at all times ensure that the services environment is:

6.1.1 suitable for the performance of the services

6.1.2 sterile (where appropriate) and conforms to the highest standards of health and safety, and

6.1.3 is sufficient to enable the services to be provided at all times and in all respects in accordance with this Agreement.

6.2 Subject to clause 6.6, all goods to be used in providing the services shall be supplied by NWIH and shall be included in the fees unless otherwise agreed by the parties.

6.3 Any goods provided by NWIH must be of a high clinical standard and free from contamination, infection, disease or any other defect or disorder whatsoever and NWIH shall implement and maintain such adequate screening procedures as are agreed with the Northern HSC Trust from time to time to monitor and test such goods for contamination, infection, disease or any other defect or disorder.

6.4 NWIH shall immediately report and confirm in writing to the HSCB and the Northern HSC Trust any actual or suspected case of contamination, infection, disease or other defect or disorder of (without limitation) the services environment,

NWIH's premises, or any goods which have been or were intended to be supplied by NWIH as part of the services which affects or may affect the provision of the services.

- 6.5 NWIH shall store and use all goods strictly in accordance with the manufacturer's instructions.
- 6.6 All goods provided by the Northern HSC Trust (if any) in connection with this Agreement as set out in the service specification, or otherwise agreed between the parties, shall:
 - 6.6.1 remain the property of the Northern HSC Trust and shall be used in the execution of this Agreement and for no other purpose whatsoever without the prior written approval of Northern HSC Trust
 - 6.6.2 be deemed to be in good condition when received by or on behalf of NWIH unless the contrary is notified to the Northern HSC Trust within 14 (fourteen) days,
 - 6.6.3 where appropriate be returned by NWIH on demand and NWIH shall be liable for all loss thereof and damage thereto howsoever caused prior to their re-delivery to the Northern HSC Trust except where such loss or damage is caused by any act or omission undertaken in strict accordance with the instructions of the Northern HSC Trust or by any act, omission or negligence on the part of the Northern HSC Trust its employees or agents.

7 Payment

- 7.1 The fees for the services shall be as shown in the Schedule of Fees and shall be payable monthly in arrears.
- 7.2 The Northern HSC Trust shall pay the fees in accordance with the provisions of the Schedule of Fees and may pay such fees by BACS (Bank Account Clearing System) if the Northern HSC Trust so chooses.
- 7.3 NWIH shall render a consolidated invoice in the agreed form to the Northern HSC Trust at monthly intervals within 2 (two) days of the month end for the fees incurred for all treatments completed within that month.

- 7.4 NWIH shall render all such invoices on NWIH's own invoice form which shall clearly show:-
- 8.4.1 the Northern HSC Trust order number
 - 7.4.2 the period over which the services were provided
 - 7.4.3 the amount and type of the services and the agreed identifying details of the HPSS patients who were subject to the services for which payment is claimed
 - 7.4.4 the agreed charging rates and
 - 7.4.5 any other details the Northern HSC Trust may reasonably determine.
- 7.5 Payment of all invoices properly submitted pursuant to this clause will be made within 30 (thirty) days of the receipt of the services or a valid invoice, whichever is later.
- 7.6 The fees are exclusive of any applicable VAT for which the Northern HSC Trust shall be additionally liable to pay NWIH upon receipt of a valid tax invoice at the prevailing rate in force from time to time.
- 7.7 Whenever under this Agreement any sum of money shall be recoverable from or payable by NWIH the same may be deducted from any sum then due or which at any time thereafter may become due to NWIH under this Agreement or under any other contract with the Northern HSC Trust
- 7.8 The Northern HSC Trust shall not reimburse NWIH for any costs, disbursements or expenses of a personal nature incurred by HPSS patients whilst in receipt of the services including without limitation telephone calls and any purchases made from any retail outlets situated within NWIH's premises. Such costs, disbursements and expenses are incurred personally by HPSS patients and NWIH shall make its own arrangements for the collection of such costs, disbursements and expenses if not provided free of charge by NWIH to HPSS patients.

8 Other services

- 8.1 If NWIH identifies any non-urgent clinical or medical need of an HPSS patient which is not otherwise covered by the individual care package which such HPSS patient is receiving or is to receive as part of the services NWIH may propose to the Northern HSC Trust that treatment for such clinical or medical need be provided to the HPSS patient by NWIH as part of the provision of the services. Once the parties have agreed reasonable charges for that treatment the Northern HSC Trust may in its absolute discretion agree to such treatment being provided and NWIH shall provide such treatment in accordance with the terms and conditions of this Agreement.
- 8.2 NWIH shall not at any appointment or during the admission of HPSS patients under the services provide, any clinical or medical services to HPSS patients for which charges are payable by or on behalf of the HPSS patient otherwise than as agreed with the Northern HSC Trust

9 Authorised officer and contract manager

- 9.1 For the life of this Agreement NWIH shall appoint an authorised officer (and shall promptly notify any change in the identity of such authorised offer to the Northern HSC Trust in writing) who shall be the Northern HSC Trust Northern HSC Trust e key point of contact at NWIH for the HSCB and Northern HSC Trust and to whom the HSCB or Northern HSC Trust may refer all queries and day to day communications regarding the operation of this Agreement in the first instance.
- 9.2 For the life of this Agreement the Northern HSC Trust shall appoint the contract manager (and shall promptly notify any change in the identity of such contract manager to NWIH in writing) who shall be the key point of contact at the Northern HSC Trust for NWIH to whom NWIH may refer all queries and day to day communications regarding the operation of this Agreement in the first instance.

10 Consent

- 10.1 NWIH shall:

- 10.1.1 operate a policy (the "Consent Policy") for obtaining the consent of HPSS patients which shall comply in all respects with the requirements of the National Minimum Standards, together with any N. Ireland guidance notified to NWIH by the Northern HSC Trust
- 10.1.2 ensure that the consent of HPSS patients is obtained wherever necessary in accordance with the consent policy.
- 10.2 NWIH shall not, otherwise than in accordance with the consent policy, collect, keep, retain, sell, donate or preserve any part of parts of the human body or by-products thereof which have been removed from any HPSS patient, nor permit any third party to collect, keep, retain, sell or donate any such part or parts.
- 10.3 In the case of an HPSS patient who has died, NWIH shall not do or permit to be done any of things specified in clause 10.2, nor shall it carry out a post-mortem on the body of that HPSS patient, otherwise than in accordance with the consent policy.

This clause 10 shall survive the termination or expiry of this Agreement.

11 Nominated Consultants

- 11.1 NWIH shall ensure that there is a nominated consultant clinically responsible for each HPSS patient referred under the terms of this Agreement.
- 11.2 NWIH shall ensure that clinical responsibility for an HPSS patient shall remain with their assigned nominated consultant and shall not transfer to another nominated consultant except in emergency cases or where the service specification permits such transfer or where the Northern HSC Trust has given its prior consent in respect of that particular HPSS patient.
- 11.3 NWIH shall use its best endeavours to secure that those medical treatments or procedures or other tasks which are designated to be performed by a particular nominated consultant or nominated consultants in the service specification are personally performed by that nominated consultant or one of those nominated consultants except in emergency cases or

where permitted by the service specification or where the Northern HSC Trust has given its prior consent.

11.4 NWIH reserves the right at any time in its discretion to dismiss a nominated consultant or to review or withdraw practising privileges from a nominated consultant in the event of which:

11.4.1 NWIH shall immediately inform the HSCB and Northern HSC Trust of the reasons for such dismissal, review or withdrawal;

11.4.2 the HSCB and Northern HSC Trust may require NWIH to carry out or co-operate with a review of the treatment and outcome of care of all HPSS patients treated by the nominated consultant.

11.5 If NWIH exercises its right under 11.4 to dismiss a nominated consultant or to review or withdraw practising privileges from a nominated consultant, the parties shall, if either party considers it necessary or expedient to do so, use all reasonable endeavours to agree an alternative nominated consultant. In the event that, having used all such reasonable endeavours, they fail to agree, and one party is therefore materially unable to comply with its obligations under this Agreement:

(a) the other party may, at its discretion, terminate the Agreement forthwith subject to the provisions of clause 37, but

(b) the first party's failure to comply with its contractual obligations by reason of the parties' failure to agree an alternative nominated consultant shall not constitute breach of contract.

11.6 The Northern HSC Trust may require NWIH to disclose the method of such medical treatment or procedure which a nominated consultant intends to use. In the event that the Northern HSC Trust notifies NWIH (in advance of the treatment) that it regards such method or procedure to be inappropriate and changes to the planned treatment are not agreed, NWIH shall cease to treat the HPSS patient if clinically appropriate to do so.

12 Staff

12.1 NWIH shall employ or engage sufficient clinical and non-clinical staff, to ensure that the services are provided at all

times and in all respects in accordance with this Agreement. In particular, NWIH must ensure that a sufficient reserve of staff is available to provide the services in accordance with this Agreement during holidays or absences.

12.2 NWIH shall provide as part of the provision of the services only such persons who:

12.2.1 are registered with the appropriate professional body (where relevant);

12.2.2 possess the appropriate qualifications, experience and skills to perform the duties required of them;

12.2.3 are careful, skilled and competent in practising those duties; and

12.2.4 are covered by adequate indemnity insurance for the provision of the services and are members of a medical defence society or equivalent where appropriate;

and NWIH shall provide written evidence to the Northern HSC Trust of this on request.

12.3 NWIH shall at the Northern HSC Trust's request provide written evidence that it has complied with the Independent Healthcare Regulations (Northern Ireland) 2005 and the National Minimum Standards relating to pre- and post-employment procedures.

12.4 NWIH shall ensure that every staff member involved with the provision of the services:

12.4.1 receives proper and sufficient training and instruction in the execution of their duties; and

12.4.2 receives proper appraisal in terms of performance and on-going education and training in accordance with the standards of their relevant professional body (where relevant); and

12.4.3 carries out the services with regard to:

(a) the task that staff member has to perform

(b) the provisions of this Agreement

- (c) fire risks and fire precautions, and
- (d) the highest standards of hygiene, courtesy and consideration.

12.5 NWIH shall ensure that all staff involved in the treatment and care of HPSS patients meet and have documentary evidence of their ability to meet such health criteria (including proof that the staff member is up-to-date with all injections and treatments) as may be stated in the service specification or otherwise agreed between the parties, and NWIH shall provide copies of such documentary evidence to the Northern HSC Trust on request.

12.6 Where HPSS patients are treated at NWIH's premises as in-patients NWIH shall ensure that a resident medical officer with post-registration clinical experience relevant to the clinical work undertaken is available on immediate call at all times to deal with a clinical emergency in the absence of the nominated consultant under whom the HPSS patient is admitted and NWIH shall make available to the Northern HSC Trust on request details of those doctors who will act as resident medical officers.

13 Emergencies

13.1 If a member of NWIH's staff identifies any clinical or medical need of an HPSS patient for emergency treatment which is not otherwise covered by the individual care package, and such emergency treatment is in the best interests of that HPSS patient, NWIH may, where it possesses the necessary facilities to do so, carry out such treatment as part of the services and the parties shall use all reasonable endeavours to agree reasonable charges for that treatment.

13.2 NWIH shall carry out all emergency transfers of HPSS patients from the establishment or NWIH's premises to another hospital or critical care facility in accordance with NWIH's documented contingency emergency transfer arrangements, copies of which NWIH shall provide to the Northern HSC Trust.

13.3 In the event of any such emergency transfer as set out in clause 13.2 NWIH shall:

- 13.3.1 promptly notify the Northern HSC Trust of such emergency transfer and in any event within 24 (twenty four) hours of the transfer;
- 13.3.2 use its best endeavours to ensure that the HPSS patient is subject to the same continuous high level of care during his/her transfer to the other hospital or critical care facility as was provided to the HPSS patient at the establishment or NWIH's premises.

14 Death of an HPSS patient

- 14.1 In the event of the death of any HPSS patient occurring at NWIH's premises NWIH shall:
 - 14.1.1 notify the HSCB and Northern HSC Trust as soon as possible and no later than 24 (twenty four) hours after the event of death
 - 14.1.2 provide all reasonable support and practical assistance to the next of kin, family and friends.
- 14.2 Where the provisions of clause (15.1) apply NWIH shall use best endeavours to identify and contact the next of kin within 24 hours of the death of that HPSS patient.
- 14.3 In the event that NWIH cannot identify and contact the next of kin or the next of kin have been identified but are unable or unwilling to arrange for the burial or cremation of that HPSS patient then the following provisions shall apply:
 - 14.3.1 NWIH shall notify the contract manager and shall give all assistance to the contract manager as is reasonably necessary to enable the Northern HSC Trust to make appropriate arrangements for the burial or cremation of the deceased HPSS patient
 - 14.3.2 NWIH shall provide all information necessary to assist the Northern HSC Trust in identifying any next of kin and do all other things necessary to assist the Northern HSC Trust in discharging its obligations in respect of the deceased HPSS patient.

15 Quality

- 15.1** NWIH shall carry out the services in accordance with best practice in health care and in providing the services shall comply, in all respects with the standards contained in the Independent Healthcare Regulations (Northern Ireland) 2005 and with the quality standards to the extent that they exceed the standards set out in the Independent Healthcare Regulations (Northern Ireland) 2005 or otherwise set standards acceptable to the Northern HSC Trust which are not covered by the Independent Healthcare Regulations (Northern Ireland) 2005, and NWIH shall review on an ongoing basis the quality of the care provided to HPSS patients under this Agreement.
- 15.2** For the avoidance of doubt nothing in this Agreement is intended to prevent this Agreement from setting higher quality standards than those laid down in the Independent Healthcare Regulations (Northern Ireland) 2005.
- 15.3** NWIH shall carry out the services to the satisfaction of the Northern HSC Trust in accordance with this Agreement and shall secure that:
- 15.3.1** NWIH's staff are informed and aware of the standard of performance they are required to provide and are able to meet that standard
- 15.3.2** the adherence of NWIH's staff to such standards of performance is routinely monitored and that remedial action is promptly taken where such standards are not attained
- 15.3.3** all services are performed and delivered to the appropriate high standard demonstrable through any audit carried out under clause 18.
- 15.4** NWIH shall on request, make available to the Northern HSC Trust copies of any patient guide or other written policy, procedure or protocol which NWIH is required or recommended to implement and/or maintain under the Independent Healthcare Regulations (Northern Ireland) 2005 or the Service Specification. NWIH shall promptly notify the Northern HSC Trust of any material changes to such guides, policies, procedures and protocols and shall make any changes to such guides, policies, procedures and protocols

including without limitation the consent policy and NWIH's documented contingency transfer arrangements reasonably requested by the Northern HSC Trust

16 Performance targets

- 16.1 NWIH shall use its best endeavours to meet the performance targets specified in the service specification and the HSCB and Northern HSC Trust may take into account the NWIH's level of attainment of any such performance targets in any review of the provision of the services without prejudice to any other factor which the HSCB and Northern HSC Trust may in its discretion also take into account.

17 Clinical audit

- 17.1 NWIH shall include within its clinical audit plans and arrangements appropriate arrangements for the audit of the services provided to HPSS patients. NWIH shall participate in a regular audit of clinical practice in respect of patients treated under this contract. Details of audit arrangements must be supplied to the Northern HSC Trust in advance of contract commencement.
- 17.2 NWIH shall comply with all reasonable requests by the Northern HSC Trust for changes to its clinical audit plans and arrangements in relation to the provision of the services and shall at the request of the Northern HSC Trust include a review of the appropriateness of NWIH's clinical practices and procedures by a person or organisation nominated by the Northern HSC Trust.
- 17.3 The parties shall comply with all reasonable requests to participate in or contribute to each other's clinical audit plans and arrangements in relation to the provision of the services.
- 17.4 NWIH shall, on request, provide to the Northern HSC Trust the results of any audit, evaluation, inspection, investigation or research undertaken by or on behalf of NWIH or any third party of the quality of any or all of the services or services of a similar nature carried out by NWIH.

- 18 Serious untoward incidents and adverse patient incidents**
- 18.1 NWIH shall comply with the reporting arrangements in respect of adverse patient incidents detailed in Schedule 6. NWIH shall immediately report any serious untoward incident to the HSCB and Northern HSC Trust and shall provide all reasonable assistance to the HSCB and Northern HSC Trust in investigating and handling the incident.
- 18.2 NWIH shall promptly provide to the HSCB and Northern HSC Trust a full copy of any notification made by NWIH to the Regulation and Quality Improvement Authority (RQIA) under Regulation 28 of the Independent Healthcare Regulations (Northern Ireland) 2005 (or under other comparable regulatory framework) where such notification directly or indirectly concerns any HPSS patient.
- 18.3 NWIH shall promptly notify the HSCB and Northern HSC Trust of any adverse patient incident directly or indirectly involving any HPSS patient and in any event within 24 (twenty-four) hours and shall provide a written report within two working days. NWIH shall comply with the guidance in Schedule 6 as to the form in which such notifications are to be made and shall:
- 18.3.1 provide any further information which the HSCB and Northern HSC Trust may reasonably require in relation to the adverse patient incident
- 18.3.2 at the discretion of the HSCB and Northern HSC Trust, carry out an investigation into the adverse patient incident and its causes and make the results available to the HSCB and Northern HSC Trust, or permit the HSCB (or a person authorised by the HSCB) and the Northern HSC Trust to carry out such investigation and NWIH shall fully co-operate with such investigation.
- 18.4 The HSCB and Northern HSC Trust may use all or any part or parts of the information provided by Northern HSC Trust under this clause 18 in any report which the HSCB and Northern HSC Trust makes to any NHS or HPSS body or any department, office or agency of the Crown, or any other body in connection with the such serious untoward incident or adverse patient incident or in relation to the prevention and handling of such incidents to patients generally.

18.5 This clause 18 shall survive the termination or expiry of this Agreement.

19 Patient satisfaction surveys

19.1 NWIH shall make available to the Northern HSC Trust on request the results of any patient satisfaction surveys carried out by or on behalf of NWIH. NWIH shall also on request by the Northern HSC Trust

19.1.1 carry out a survey of HPSS patients' satisfaction with their treatment under the services

19.1.2 carry out or assist with any HPSS patient satisfaction survey of HPSS patients.

20 Contract monitoring

20.1 The parties shall comply with the Contract Monitoring and Management Information Protocols contained within Schedule 2 of the contract.

20.2 NWIH shall comply with:

20.2.1 all requests for any information reasonably required by the Northern HSC Trust for purposes connected with this Agreement and/or the services, and

20.2.2 all reasonable requests by the Northern HSC Trust for review meetings to monitor and assess NWIH's performance of the services. The review meetings shall be attended by nominated officers as decided by the Northern HSC Trust and relevant members of NWIH's staff involved in the provision of the services.

20.3 The Northern HSC Trust or any person duly authorised by the Northern HSC Trust may visit NWIH's premises at any time to carry out an audit and/or inspection of the provision of the services. Such audits and inspection shall include (inter alia) the inspection, monitoring and assessment of NWIH's premises, facilities, any staff, records, equipment and procedures. NWIH shall give all such assistance and provide

all such facilities as the authorised person may require for such audit or inspection.

20.4 The Parties acknowledge that in order to achieve accurate forecasting, activity monitoring and prompt and accurate payment, there needs to be timely regular exchange of detailed and accurate information. NWIH shall therefore provide the information specified in Schedule 2 (*Information Requirements*) in a timely manner, in the format and by the method required, ensuring its accuracy and completeness.

20.5 Where the Northern HSC Trust reasonably believes that NWIH has failed to meet the requirements of Schedule 2 (*Information Requirements*) with regard to the provision and/or accuracy and/or completeness of information, the Northern HSC Trust shall inform NWIH of this by notice in writing, detailing its intention to withhold the sum specified in clause 20.6, unless the information is rectified and/or provided within 5 working days.

20.6 If:

20.6.1 the information described in clause 20.4 is not provided and/or rectified by NWIH within 5 working days; and

20.6.2 such information is required under this Agreement

and provided that NWIH's failure to meet the requirements of Schedule 2 is not due to any act or omission of the Northern HSC Trust Northern HSC Trust, then the Northern HSC Trust may withhold 10% of all the monthly sums payable by them for the month for which the information has not been received. The Northern HSC Trust may withhold such sums until the receipt of the relevant information, and the Northern HSC Trust shall then pay to NWIH the withheld sums within 5 working days, and no interest shall be payable to NWIH on any sum withheld under this clause 21.6 unless it can be established that the money was withheld unjustifiably.

21 Financial audit

- 21.1** NWIH shall maintain accurate accounts and records of all payments, receipts and other financial information relevant to the provision of the services (collectively referred to as "Financial Records").
- 21.2** NWIH shall allow the Northern HSC Trust or any person authorised by it to conduct an audit of the financial records owned or controlled by NWIH at any time on reasonable notice, and in any event not later than 7 (seven) days of the date of the request, to ensure NWIH's compliance with this Agreement and shall permit access by the Northern HSC Trust to the financial records for the inspection and making and retaining copies thereof. NWIH shall provide all reasonable assistance to the Northern HSC Trust or the authorised person in the conduct of any such audit or inspection.
- 21.3** If the Northern HSC Trust has been overcharged for the services, NWIH shall, within 7 (seven) days of receiving written notice of such overcharge from the Northern HSC Trust, reimburse the Northern HSC Trust the amount of the overcharge and if any audit carried out by the Northern HSC Trust or the Counter Fraud Unit (refer to Paragraph 22) or any person authorised by the Northern HSC Trust shall have revealed an overcharge exceeding 4 per cent of the amount that should have been charged NWIH shall in addition, within the 7 (seven) day period, reimburse the Northern HSC Trust reasonable costs incurred by it in performing the audit.
- 21.4** NWIH shall provide all reasonable assistance and co-operation to any auditors carrying out statutory functions in relation to the Northern HSC Trust
- 21.5** For the purposes of:
- (a)** the examination and certification of the Northern HSC Trust's accounts or
 - (b)** any examination, efficiency and effectiveness with which the Northern HSC Trust has used its resources,
- 21.6** The Comptroller Auditor General of the Northern Ireland Audit Office may examine such documents as he may reasonably require which are owned, held or otherwise within the control of

NWIH and any person acting on its behalf who has such documents and/or other information shall also provide access) and may require NWIH to produce such oral or written explanations as he considers necessary.

21.7 This clause 21 shall survive the termination or expiry of this Agreement.

22 Counter fraud

22.1 Upon the request of the Northern HSC Trust or the Counter Fraud and Probity Service of the Business Services Organisation (BSO) the NWIH shall ensure that the Counter Fraud Unit is given access as soon as is reasonably practicable and in any event not later than 7 (seven) days from the date of the request to:

22.1.1 all property, premises, information (including records and data) owned or controlled by NWIH relevant to the detection and investigation of cases of fraud and/or corruption directly or indirectly connected to this Agreement;

22.1.2 all members of NWIH's staff who may have information to provide that is relevant to the detection and investigation of cases of fraud and/or corruption directly or indirectly connected to this Agreement,

22.2 and NWIH shall procure that its chief executive and director of finance and any person or persons in equivalent posts shall be responsible for ensuring that such access together with all reasonable assistance is given to the Counter Fraud Unit in the conduct of any such detection or investigation.

22.3 This clause 22 shall survive the termination or expiry of this Agreement.

23 Patient and Client Council (PCC)

23.1 The parties acknowledge that the Patient and Client Council (PCC) has a duty to represent the interests of patients and the public in relation to HPSS services.

23.2 NWIH shall on reasonable notice comply with all written requests made by authorised members of the Patient and

Client Council as reasonably required in connection with the performance of its functions.

24 Patient advice and liaison

- 24.1 The Northern HSC Trust shall provide NWIH with details of its patient advice and liaison service or such patient advice and liaison service to which HPSS patients are to have access.
- 24.2 NWIH shall provide details of any patient advice and liaison service to all HPSS patients and shall offer and provide all reasonable assistance to HPSS patients to enable them to contact the service and will provide a named individual, together with contact details, to whom patients and others may direct enquiries or requests.
- 24.3 NWIH shall co-operate with the HSCB, Northern HSC Trust, and Patient and Client Council in resolving any problems raised by HPSS patients.

25 Complaints

- 25.1 NWIH shall comply with the reporting arrangements in respect of complaints detailed in Schedule 7. The Northern HSC Trust shall provide NWIH with details of the complaints procedure and any advocacy services operated by (or in respect of) the Northern HSC Trust, and NWIH shall supply a copy of NWIH's complaints procedure to the Northern HSC Trust
- 25.2 The parties shall provide to the other the names and contact details of their respective designated complaints managers and shall promptly notify any change of such complaints manager to the other party.
- 25.3 NWIH shall inform HPSS patients that they are entitled to use the Northern HSC Trust's complaints procedure, and shall make details of the Northern HSC Trust's complaints procedure and any advocacy services available to HPSS patients on request.
- 25.4 On receiving any oral or written complaint from or on behalf of an HPSS patient, NWIH shall ask the person making the complaint whether that person wishes his/her complaint to be

handled by NWIH under the Northern HSC Trust's complaints procedure and shall explain to that person that their decision in no way affects their rights, or the rights of any other person, subsequently to make any complaint (whether of the same or a different nature) in accordance with the Northern HSC Trust's complaints procedure or any other complaints procedure which they may be entitled to use.

- 25.5 If the person making the complaint wishes his/her complaint to be handled by NWIH under the Northern HSC Trust's complaints procedure NWIH shall:
- 25.5.1 explain to that person that information relevant to their complaint will be shared with the Northern HSC Trust (and with any other body e.g. HSCB, Patient and Client Council that may play a role in the handling of their complaint in accordance with the Northern HSC Trust's complaints procedure) and shall obtain appropriate consent for the sharing of such information
 - 25.5.2 notify the complaint to the Northern HSC Trust without delay, and in any event within 48 (forty-eight) hours
 - 25.5.3 attempt local resolution of the complaint on behalf of the Northern HSC Trust in accordance with NWIH's complaints procedure, which must be operated so as to be compatible with the local resolution procedure contained in the Northern HSC Trust 's complaints procedure
 - 25.5.4 on completion of the local resolution procedure, (which for this purpose shall include any internal appeal mechanism operated by NWIH under its complaints procedure if such internal appeal has been requested by the person making the complaint), inform the person making the complaint of their right to request independent review of their complaint under the Northern HSC Trust 's complaints procedure if they remain dissatisfied
 - 25.5.5 keep records of all events and correspondence occurring during the local resolution stage of all complaints by or on behalf of HPSS patients and shall make copies of such available to the Northern HSC Trust at any time on request
 - 25.5.6 inform the Northern HSC Trust at completion of the local resolution stage of the outcome of the complaint, providing

copies of all relevant correspondence to the Northern HSC Trust.

- 25.6 For the avoidance of doubt, any obligation of NWIH arising under clause 25.5 shall not restrict any right of the HPSS patient, or any other person, to make the same complaint directly to the Northern HSC Trust, nor the right of that Northern HSC Trust to investigate that or any other complaint.
- 25.7 NWIH shall, without identifying the complainants inform the Northern HSC Trust at intervals agreed between the parties of the nature of any complaints made by or on behalf of HPSS patients that NWIH has received (and which are not subject to the Northern HSC Trust's complaints procedure) and any action which NWIH has taken in response to such complaints.
- 25.8 NWIH shall co-operate fully with any investigation of any complaint made by or on behalf of an HPSS patient which is carried out by or on behalf of the Northern HSC Trust, any independent review panel, or any other body in accordance with the Northern HSC Trust's complaints system and such co-operation shall include without limitation:
- 25.8.1 attempting local resolution of the complaint as if the complaint had been made to NWIH by or on behalf of an HPSS patient who wished it to be handled in accordance with the Northern HSC Trust's complaints procedure
- 25.8.2 attending and participating in meetings with any HPSS patient with or without the Northern HSC Trust.
- 25.8.3 providing full written statements and reports and copies of all relevant documents
- 25.8.4 identifying and analysing any pattern of complaints
- 25.8.5 taking all reasonable steps to rectify the cause of any legitimate complaint identified under the Northern HSC Trust 's complaints procedure (or otherwise) and to prevent its recurrence

and NWIH shall provide all such assistance and facilities as may be required by those carrying out such investigation.

25.9 NWIH shall indemnify the Northern HSC Trust the HSCB any other HPSS Body and the Department of Health, Social Services and Public Safety (NI) for all costs and expenses incurred by the Northern HSC Trust, such other HPSS Body and the Department in connection with investigating and resolving any complaints made by or on behalf of any HPSS patient against NWIH in connection with or directly arising from the services procured or delivered by NWIH under the terms of this Agreement.

25.10 This clause 25 shall survive the termination or expiry of this Agreement.

26 Chaplaincy

26.1 NWIH shall use its best endeavours to make arrangements with the chaplaincy service of the HPSS Trust (or such other HPSS body as the Northern HSC Trust may agree or direct) by which HPSS patients and their relatives and carers may avail themselves of the support of that chaplaincy service.

27 Patient Access Standards

27.1 NWIH shall ensure that HPSS patients are seen in accordance with HPSS Patient Access Standards as detailed in Schedule 5 of the contract.

28 Patient costs not covered in Schedule 3 (Fees Schedule)

28.1 NWIH shall provide information accurately and expeditiously to the Northern HSC Trust or such other authority as may be so requested, concerning any claim made by any HPSS patient in respect of the payment of travelling expenses.

28.2 NWIH shall provide information accurately and expeditiously to the Northern HSC Trust or such other authority as may be so requested, concerning claims made by NWIH in respect of invoices submitted for travelling accommodation or other patient related expenses not covered in Schedule 3 (Fees Schedule).

29 Patient health records

- 29.1 NWIH shall comply with any duty arising from the HPSS patient's entitlement to confidentiality of his/her patient health record and any other information (including personal data) relating to him/her as an HPSS patient in accordance with statutory requirements and the common law duty of confidentiality.
- 29.2 The parties shall comply with the requirements relating to the transfer, sharing, maintenance and storage of patient health records as set out in the Service Specification (see Schedule 4).
- 29.3 NWIH shall provide contact names and details of those members of its staff to whom all requests for copies of or access to patient health records should be addressed and shall promptly notify any change in the identity of such contacts to the Northern HSC Trust.
- 29.4 NWIH shall ensure that NWIH patient health record and any HPSS patient health record in the custody or control of NWIH under the terms of this Agreement is available for inspection at any time by the HSCB or Northern HSC Trust, and NWIH shall provide a complete copy of any provider patient health record requested by the HSCB or Northern HSC Trust within 48 (forty eight) hours of such request.
- 29.5 NWIH shall use NWIH patient health record and any HPSS patient health record in the custody or control of NWIH under the terms of this Agreement and any information relating to any HPSS patient in its possession, custody or control or in the possession, custody or control of any party under NWIH's control solely obtained as a consequence of the delivery of the services by NWIH for the execution NWIH's obligations under this Agreement and/or in compliance with any legislative obligations on NWIH and/or as otherwise agreed with the Northern HSC Trust.
- 29.6 Subject to clause 29.8, NWIH shall provide to the Northern HSC Trust for each HPSS patient, a complete copy of the patient health record and the originals of any other information in its possession, custody or control relating to that HPSS

patient supplied by the Northern HSC Trust in relation to the HPSS patient:

29.6.1 on completion of the care or treatment of such HPSS patient, or

29.6.2 on the expiry or termination of this Agreement, or

29.6.3 when such HPSS patient is withdrawn from treatment under the services referred to under clause 3,

29.6.4 within 48 (forty-eight) hours of the happening of such event.

29.7 Subject to clause 29.7, any HPSS patient health record provided by the Northern HSC Trust are and all other information relating to HPSS patients shall at all times remain the property of the Northern HSC Trust. NWIH shall promptly return any HPSS patient health record and any other information supplied by the Northern HSC Trust in relation to the HPSS patient to the Northern HSC Trust upon request at any time.

29.8 Where NWIH is required to retain originals of any of the documents referred to in clause 29.7 or in order to comply with any legislative requirement or court order, then it shall provide full copies of all such documents or information at the request of the Northern HSC Trust.

29.9 This clause 29 shall survive the termination or expiry of this Agreement

30 Data protection

30.1 To the extent that NWIH qualifies as a data controller under the DPA, in relation to personal data processed by NWIH in connection with this Agreement, NWIH shall comply with the DPA and all associated legislation and codes of practice.

30.2 To the extent that NWIH qualifies as a data processor under the DPA, in relation to any personal data processed by NWIH in connection with this Agreement, NWIH shall comply with the obligations placed on the HSCB and Northern HSC Trust by the seventh data protection principle ("the Seventh Principle") set out in the DPA, namely:

- 30.2.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on the HSCB or Northern HSC Trust by the Seventh Principle. The HSCB or Northern HSC Trust may supply in writing specifics of the minimum technical and organisational security measures with which NWIH shall comply.
- 30.2.2 to process personal data for and on behalf of the HSCB or Northern HSC Trust for the purpose of performing and in accordance with this Agreement and otherwise only on written instructions from the HSCB or Northern HSC Trust, or to comply with any legislative requirement or for purposes agreed between with the Northern HSC Trust.
- 30.2.3 to allow the HSCB or Northern HSC Trust to audit NWIH's compliance with the requirements of this clause 30 on reasonable notice and/or to provide the HSCB or Northern HSC Trust with evidence of its compliance with the obligations set out in this clause 30.
- 30.3 NWIH agrees to use all reasonable efforts to assist the HSCB and Northern HSC Trust to comply with such obligations as are imposed on the HSCB and Northern HSC Trust by the DPA. For the avoidance of doubt, this includes the obligation to:
- 30.3.1 provide the HSCB or Northern HSC Trust with reasonable assistance in complying with any subject access request in respect of which the HSCB or Northern HSC Trust is a data controller (a "Relevant Subject Access Request") where certain or all of the personal data being requested is in the control or possession of NWIH, its employees, subcontractors, and/or agents by:
- (a) promptly informing the HSCB and Northern HSC Trust about any relevant subject access request served on NWIH.
 - (b) subject to (c) below, not disclosing or releasing any personal data in response to a relevant subject access request without first consulting with and obtaining the consent of the HSCB and Northern HSC Trust.

- (c) where requested by the HSCB or Northern HSC Trust to do so, dealing with any relevant subject access requests on behalf of the HSCB or Northern HSC Trust in accordance with the requirements of the DPA, keeping the HSCB Northern HSC Trust informed about NWIH's progress in dealing with any such relevant subject access request, providing the HSCB and Northern HSC Trust with copies of any correspondence and documents including legal opinions provided in relation to such subject access request

30.3.2 provide each HPSS patient with a patient data protection notice as soon as reasonably possible, and

30.3.3 inform each of its employees and agents as soon as reasonably possible that their personal data may be passed to the HSCB or Northern HSC Trust for the purpose of the provision of services by NWIH under this Agreement.

30.4 The parties shall indemnify each other against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the other party as a result of any breach of the DPA and/or the provisions of this clause 30 by the party, its employees, sub-contractors, and/or agents in connection with the services.

30.5 This clause 30 shall survive the termination or expiry of this Agreement.

31 Freedom of information

31.1 NWIH shall use all reasonable efforts to assist the Northern HSC Trust to comply with such obligations as are imposed on the Northern HSC Trust by the Freedom Of Information Act and the Code of Openness in the NHS ("the Code") including:

31.1.1 providing the Northern HSC Trust with reasonable assistance in complying with any request for information served on the Northern HSC Trust under the Freedom Of Information Act or the Code

31.1.2 processing information provided by the Northern HSC Trust in accordance with a record management system which complies with the Lord Chancellor's records management

recommendations and code of conduct under section 46 of the Freedom Of Information Act.

- 31.2 NWIH shall indemnify the Northern HSC Trust against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the Northern HSC Trust as a result of any breach of this clause 31 by NWIH.
- 31.3 This clause 31 shall survive the termination or expiry of this Agreement

32 Confidentiality

- 32.1 Subject to Clause 32.3 below, and in consideration of the disclosing party agreeing to disclose to the receiving party confidential information for the purpose of this Agreement, the receiving party hereby agrees:
 - 32.1.1 not to disclose the confidential information in any way or form at any time to any third party (and to use all reasonable efforts to prevent such publication or disclosure) except with the prior written consent of the disclosing party
 - 32.1.2 not to use any confidential information for any purpose other than in connection with providing services under and/or performance of the Agreement ("the Purpose"), and in particular, not to use the confidential information for the receiving party's or a third party's benefit or otherwise to the detriment of the disclosing party,
 - 32.1.3 to maintain the confidence of the confidential information and, without prejudice to the generality of the foregoing to exercise no lesser security measures and degree of care in relation to the confidential information than those which the receiving party applies to its own confidential information and which the receiving party hereby warrants as providing adequate protection against any unauthorised disclosure, copying or use
 - 32.1.4 not to make any copies or reproductions of any confidential information except to the extent reasonably necessary for the purpose and all copies made shall be the property of the disclosing party

- 32.1.5 to return all confidential information including, without limitation, all notes, papers, computer programs, data, documentation, plans, drawings and any copies thereof to the disclosing party immediately upon receipt of a written request from the disclosing party, and
- 32.1.6 not to export, re-export or use the confidential information or any direct product thereof except:
- (a) for the purpose of performing this Agreement and in accordance with the terms of this Agreement, and
 - (b) in accordance with all applicable laws and regulations.
- 32.2 Without prejudice to the generality of Clause 32.1, the parties must not disclose to any person (other than a person authorised by the other party) any confidential information acquired by them in connection with the provision of the services.
- 32.3 The obligations in clause 32.1 shall not apply to any confidential information:
- 32.3.1 which is or comes into the public domain in any way other than by breach of this Agreement
 - 32.3.2 which the receiving party can show by its written or other records was in its possession prior to receipt from the disclosing party and which had not previously been obtained from the disclosing party or any other party under an obligation of confidence
 - 32.3.3 where disclosure of which is required by law (including the FOIA and the DPA, any court of competent jurisdiction or any other appropriate regulatory authority or body) provided that:
 - (a) the receiving party has given the disclosing party notice no less than two days in advance of such disclosure, or
 - (b) where it is not practicable to give such notice no less than two days in advance, the receiving party has given such advance notice as is possible, or
 - (c) where it is not possible to give advance notice, the receiving party gives the notice immediately upon disclosure

- 32.3.4 which the receiving party obtains or proves that it is able to obtain from a source other than from the disclosing party without breaching any obligation of confidence, or
- 32.3.5 which is disclosed to any employee, agent, contractor, consultant, adviser or insurer of the receiving party or to any other person, to the extent that it is necessary for the purpose of performing this Agreement provided that the receiving party ensures that the person receiving the confidential information is made aware of and agrees to be bound by the terms of this clause 32 as if it were a party hereto, and the receiving party shall upon being so requested by the disclosing party and at its own expense take such steps as the disclosing party may require to enforce such obligations of confidence including (where necessary) the institution of legal proceedings, or
- 32.3.6 which is disclosed by the HSCB or Northern HSC Trust to the DHSSPSNI , an HPSS body, or another public body for purposes connected with the management and administration of the HPSS, or
- 32.3.7 which is disclosed to the RQIA for purposes connected with the regulation, management and administration of independent hospitals.
- 32.4 Subject to clause 32.1 all rights and title in and to the confidential information are reserved to the disclosing party and no rights or licences other than those expressly set out herein are granted or are to be implied from this Agreement.
- 32.5 No warranty or representation is given or is to be implied as to the accuracy or completeness of the confidential information disclosed to the receiving party.
- 32.6 The receiving party will indemnify the disclosing party against any losses, damages or costs suffered or incurred by the disclosing party as a result (whether direct or indirect) of any breach of this clause 32.
- 32.7 The parties acknowledge that damages would not be an adequate remedy for any breach of this clause 32 by the receiving party and in addition to any right to damages the disclosing party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any

threatened or actual breach of this clause 32, and no proof of special damages shall be necessary for the enforcement of this clause 32.

32.8 This clause 32 shall survive the termination or expiry of this Agreement

33 Corporate governance and compliance

33.1 NWIH shall comply and shall secure that its staff comply in all respects with all legislation and all future legislation relevant to the operation of this Agreement that occurs during the term of this Agreement (notwithstanding that the obligations therein may be stricter than in this Agreement in which event the legislative obligations take precedence)

33.2 NWIH shall not unlawfully discriminate within the meaning of any existing legislation relating to discrimination in employment and shall take all reasonable steps (at its own expense) to secure that any staff and anyone else involved in or employed or engaged by NWIH in the provision of the services do not unlawfully discriminate within the meaning of this Clause 33.2.

33.3 NWIH shall indemnify the HSCB Northern HSC Trust against all claims and proceedings and against all liability, loss, costs and expenses incurred in connection therewith made or brought by any person under equality legislation or any other relevant enactment relating to discrimination in employment in consequence of or in any way arising out of the provision of the services pursuant to this Agreement or otherwise in connection with any act or omission of NWIH under the provisions of this Agreement.

33.4 Each Party may where it has a query regarding the other Party's performance under this Agreement issue a Contract Query in writing setting out the nature of the query. Each Party is obliged to reply in writing to any Contract Query within 14 days of its issue unless otherwise agreed in writing between the Parties.

33.5 Where the Northern HSC Trust has reasonable evidence that the performance of NWIH materially fails to meet the requirements of this Agreement in one or more of the ways set

out below, it may issue a Performance Notice in the form set out in Schedule 8 (*Performance Notice*) to NWIH setting out the performance deficiency and containing a reminder of its implications:

- 33.5.1 failure by NWIH to comply with the quality standards, treatment timescales or other provisions set out in Schedule 4 (Service Specification);
 - 33.5.2 failure by NWIH to provide the volume of activity agreed;
 - 33.5.3 a negative audit finding;
 - 33.5.4 where the percentage of patient complaints upheld gives cause for concern;
 - 33.5.5 intervention by the relevant Independent Regulator directly affecting or in the reasonable opinion of the Northern HSC Trust likely to affect the ability of the NWIH to provide any of the services specified in the contract;
 - 33.5.6 failure by NWIH to implement the agreed recommendations of an audit report;
 - 33.5.7 failure by NWIH to reply to a contract query;
 - 33.5.8 failure by NWIH to discharge any of its other obligations under this Agreement.
- 33.6 If the NWIH receives a Performance Notice under the terms of this contract it must issue to the Northern HSC Trust, within the timescale specified in the Performance Notice, a remedial action plan setting out how it proposes to rectify the subject matter of the Performance Notice within a reasonable timescale.
- 33.7 If the NWIH has committed any material breach of its obligations under this Agreement and has not remedied that breach within the timescale given within the Performance Notice then up to 20% of the monthly sums payable under the contract in each month may be withheld until the remedies specified in the Performance Notice and/or remedial action plan have been implemented, and no interest shall be payable

to NWIH on any sum withheld under this clause 33.7 unless it can be established that the money was withheld unjustifiably.

34 Insurance and liability

34.1 The Provider shall indemnify and keep indemnified the HSCB and NWIH against demands, claims, liabilities, losses, costs and expenses directly and reasonably incurred by the HSCB and Northern HSC Trust in connection with claims arising from any negligence or breach of statutory duty on the part of the provider, its employees, sub-contractors agents or servants having regard to its obligations and liabilities under this Agreement.

34.2 NWIH shall on the reasonable written request of the Northern HSC Trust from time to time:

34.2.1 provide the Northern HSC Trust with evidence that such insurance policies are fully paid up and in force

34.2.2 allow the Northern HSC Trust to inspect its insurance policies, and

34.2.3 provide the Northern HSC Trust with copies of the full policy document for its insurance policies.

34.3 Without prejudice to its liability for breach of any of its obligations under this Agreement NWIH shall be liable for and shall indemnify and shall keep indemnified the HSCB, Northern HSC Trust and any HPSS body against any liability, loss, costs, expenses, claims or proceedings whatsoever in respect of:

34.3.1 any loss of or damage to property (whether real or personal)

34.3.2 any injury to any person, including injury resulting in death

34.3.3 any losses including without limitation economic loss (such as but not limited to any financial loss or increase in operating costs or expenditure) or any loss of reputation or goodwill incurred or suffered by the HSCB, Northern HSC Trust or other HPSS body

in consequence of or in any way arising out of the provision of the services including without limitation the provision of goods

by NWIH, its staff, agents and sub-contractors employed or engaged by NWIH in the provision of the services except insofar as such loss, damage or injury shall have been caused by any act or omission undertaken in strict accordance with the instructions of the Northern HSC Trust or by any act or omission or negligence on the part of the Northern HSC Trust its employees or agents.

- 34.4 NWIH shall take out and maintain insurance against its liability under clause 34.3 with a minimum limit of indemnity of £5 million per incident or such other sum as may be as reasonably requested by the Northern HSC Trust from time to time on reasonable notice. The relevant insurance policies shall have the interest of the HSCB and Northern HSC Trust endorsed upon them or shall otherwise expressly by their terms confer their benefits upon the HSCB and Northern HSC Trust as loss payees. From time to time whenever requested by the HSCB and Northern HSC Trust the NWIH shall produce documentary evidence to the HSCB and Northern HSC Trust that the policy is properly maintained.
- 34.5 The Northern HSC Trust shall be liable for and shall indemnify and shall keep indemnified NWIH against any liability, loss, costs, expenses, claims or proceedings in consequence of or in any way arising out of its negligence or breach of contract in connection with the performance of this Agreement by the Northern HSC Trust and its employees or agents in respect of any injury to any person including injury resulting in death except insofar as such liability, loss, costs, expenses, claims or proceedings arose or were due to or caused by any act or omission or negligence on the part of NWIH its staff or any sub-contractors or agents and anyone else involved in or employed or engaged by NWIH in the provision of the services.
- 34.6 NWIH shall indemnify the HSCB and Northern HSC Trust against any action brought or claim made against the Northern HSC Trust at any time by any person in respect of their employment or engagement NWIH as part of the provision of the services for breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings, discrimination or otherwise and all other damages, penalties, awards, legal costs, expenses and any other liabilities incurred by the Northern HSC Trust resulting from any act or omission of

NWIH or upon the termination or expiry of this Agreement except where such claims arise as a result of any breach of obligations by or any act or omission of the HSCB and Northern HSC Trust.

34.7 In connection with the services NWIH shall not ask or require and shall secure that no other person shall ask or require any HPSS patient to sign any document whatsoever containing any waiver of liability of NWIH to such HPSS patient and shall not present and shall ensure that no other person shall present any such document to an HPSS patient for acceptance.

34.8 This clause 34 shall survive the termination or expiry of this Agreement.

35 Dispute resolution procedure

35.1 Except where expressly provided otherwise in this Agreement and other than in relation to any matter in which the Northern HSC Trust has a discretion which is exercised in accordance with the terms of this Agreement and which shall be final and conclusive, if any dispute arises out of this Agreement the parties will use all of their respective endeavours to resolve it by negotiation. If negotiations fail to resolve such dispute the parties will attempt to settle it by mediation with a mutually agreed independent arbiter.

36 Termination

36.1 Either party may terminate this Agreement at any time on one month's written notice to the other.

36.2 Either party shall be entitled to terminate this Agreement forthwith by written notice to the other (the "Defaulting Party") if:

36.2.1 the defaulting party shall fail to make any payment due under this Agreement and such failure is not remedied within 30 (thirty) days of receipt of a notice from the other party requiring payment to be made

36.2.2 the defaulting party is in material breach of this Agreement and, where the breach is capable of remedy, such failure has

not been remedied within 30 (thirty) days of receipt of a Performance Notice from the other party pointing out the breach and requesting its remedy, or

36.2.3 an Event of Force Majeure persists for more than 30 (thirty) working days without the parties agreeing alternative terms pursuant to clause 40.

36.3 The Northern HSC Trust shall be entitled to terminate this Agreement forthwith by written notice to NWIH if:

36.3.1 NWIH passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect, or

36.3.2 NWIH ceases to carry on its business or substantially the whole of its business, or

36.3.3 NWIH becomes or is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors, or

36.3.4 if a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer is appointed over any of its assets, or

36.3.5 if circumstances shall arise that entitle the courts or a creditor to appoint an administrative receiver, or which entitle the courts to make a winding-up order or administration order, or

36.3.6 NWIH's registration under the Independent Healthcare Regulations (Northern Ireland) 2005 (or other comparable legislation for NWIH's country of origin) is revoked or amended such that NWIH is no longer able to provide (whether temporarily or permanently) any or all of the services, or

36.3.7 NWIH is convicted of any offence in relation to the provision of the services

36.3.8 NWIH is convicted of any offence under the Independent Healthcare Regulations (Northern Ireland) 2005 (or other comparable legislation for NWIH's country of origin); or

36.3.9 there is a change of ownership or control of NWIH.

- 36.3.10 provided always that such termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall accrue thereafter to either party.
- 36.4 Without prejudice to any other right or remedy of the parties, if:
- 36.4.1 NWIH does not provide the services at the times or within the timescales specified in the service specification (if any) or as agreed between the Northern HSC Trust and NWIH from time to time, or
- 36.4.2 NWIH does not treat the volume of HPSS patients as set out in the service specification or as agreed to be treated from time to time, provided that if the agreed volume (if any) of HPSS patients are not referred, any shortfall in the numbers of HPSS patients referred shall be deemed to have been treated, or
- 36.4.3 NWIH does not provide the services in accordance with the provisions of this Agreement or as agreed between the Northern HSC Trust and NWIH from time to time, or
- 36.4.4 any goods supplied by NWIH are found to be affected by any form of contamination, infection, disease or any other defect or disorder whatsoever which affects or may affect the provision of the services, or differ in any material way from the requirements of this Agreement, or
- 36.4.5 any clinical treatment or procedure performed as part of the services fails to any material extent by reason of any act, default or omission of NWIH or anyone else involved in or employed or engaged by NWIH in the provision of the services which is not the result of any action or inaction required by or carried out by or at the request of the Northern HSC Trust.
- 36.4.6 the Northern HSC Trust may without prejudice to any other right or remedy:
- (a) require NWIH to provide or provide again (as the case may be) without further charge to the Northern HSC Trust the services in accordance with the terms of this Agreement within such reasonable time as the Northern HSC Trust may specify,
 - (b) without terminating the whole of this Agreement terminate the Agreement in respect of part of the services only and

thereafter provide or procure the provision of such part of the services itself

(c) itself provide or procure the provision of the services until it is satisfied that NWIH is able to carry out the services in accordance with this Agreement

(d) terminate this Agreement

36.5 If, pursuant to clause 36.5 or as a result of terminating the Agreement in pursuance of its rights under clauses 36.2 or 36.3, the Northern HSC Trust:

36.5.1 procures the services or part of them from an alternative supplier, or

36.5.2 executes the services or part of them itself

36.5.3 then, where the cost to the Northern HSC Trust of procuring such services from an alternative supplier or executing such services itself exceeds the amount that would have been payable to NWIH for providing the same services, the Northern HSC Trust shall be entitled to recover from NWIH such excess together with all reasonable administration costs in addition to any other sums payable by NWIH to the Northern HSC Trust in respect of any termination or pursuant to clause 36.4.

36.6 Termination of this Agreement for any reason shall not affect any rights or liabilities which have accrued prior to the date of termination.

36.7 This clause 36 shall survive the termination or expiry of this Agreement as shall any other provision expressly stated to so survive or which is required to survive by necessary implication.

37 Consequences of expiry or termination

37.1 Upon the expiry or termination of this Agreement:

37.1.1 the Northern HSC Trust shall use all reasonable endeavours to ensure that no further HPSS patients are referred to NWIH.

37.1.2 NWIH shall immediately cease its treatment of HPSS patients unless:

- (a) the parties agree having taken into account any relevant clinical advice that it would be impractical to cease any or all of such treatments, or
- (b) the parties agree having taken into account any relevant clinical advice that the treatment of any HPSS patient should not so cease, or
- (c) where, in accordance with Clause 37.2 and Clause 37.3, it would be clinically inappropriate to cease any or all of such treatments in the reasonable opinion of either party.

37.2 Where in the reasonable opinion of NWIH having taken into account any relevant clinical advice it is not clinically appropriate immediately to cease the treatment of an HPSS patient NWIH shall promptly and in any event within 24 (twenty four) hours notify the Northern HSC Trust of its decision giving reasons and NWIH shall continue to treat such HPSS patient in accordance with the terms and conditions of this Agreement unless the Northern HSC Trust notifies NWIH that the treatment of such HPSS patient must cease.

37.3 Where in the reasonable opinion of the Northern HSC Trust having taken into account relevant clinical advice it would not be clinically appropriate immediately to cease the treatment of an HPSS patient, or pending any such cessation, NWIH shall continue to treat HPSS patients in accordance with the terms of this Agreement until either the treatment finishes or the Northern HSC Trust determines it is clinically appropriate to stop such treatment and the Northern HSC Trust shall pay for the provision of such services at the rates in force in the Schedule of Fees prior to the termination or expiry of this Agreement.

37.4 The parties shall use all reasonable endeavours to minimise any inconvenience caused to or likely to be caused to HPSS patients or prospective HPSS patients as a result of the expiry or termination of this Agreement.

37.5 Any rights, duties or obligations of either party which are expressed in this Agreement to survive the expiration or termination of this Agreement, together with all indemnities, shall continue after termination of this Agreement takes effect and the parties shall remain liable to each other for breach

thereof in accordance with the general law, subject to such limitations of liability as are provided in this Agreement which shall continue in effect post termination.

38 Notices

- 38.1 Any notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery or first class post), electronic mail or facsimile at the address set out at the beginning of this Agreement or at such other address as each party may give to the other for the purpose of service of notices under this Agreement.
- 38.2 Notices shall be deemed to be served at the time when the notice is handed to or left at the address of the party to be served (in the case of personal delivery) or the day (not being a Saturday, Sunday or public holiday) next following the day of posting (in the case of notices served by post) or at 10 a.m. on the next day (not being a Saturday, Sunday or public holiday) following despatch if sent by facsimile transmission.
- 38.3 To prove service of a notice, it shall be sufficient to show in the case of a notice delivered by hand that the same was duly addressed and delivered by hand and in the case of a notice served by post that the same was duly addressed prepaid and posted special or recorded delivery or by first class post. In the case of a notice given by facsimile transmission, it shall be sufficient to show that it was despatched in a legible and complete form to the correct telephone number without any error message on the confirmation copy of the transmission.
- 38.4 Notices sent by electronic mail shall be deemed to be served if a telephone call is made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the party sending the notice) and (unless otherwise agreed by the parties) a hard copy of such notice is also sent by first class recorded delivery post on the same day as that on which the electronic mail is sent.

39 Force Majeure

39.1 The following events shall be events of force majeure ("Events of Force Majeure"):-

39.1.1 war, civil war, conflict or terrorist attack arising within and affecting the United Kingdom

39.1.2 nuclear, chemical or biological contamination of NWIH's property arising from any of the events at clause 39.1.1 above

39.1.3 strikes or lock outs beyond NWIH's reasonable control

39.1.4 riot, flood or earthquake.

39.2 If an Event of Force Majeure occurs during the term of this Agreement which directly causes a party to be materially prevented or delayed in the performance of any of its obligations hereunder, the parties may agree in writing such terms as are appropriate for the continued performance of the Agreement. If no such terms are agreed within 30 (thirty) working days of the commencement of such Event of Force Majeure, and such Event of Force Majeure is continuing or its consequence remains such that NWIH is materially prevented or delayed in the performance of its obligations the parties may agree that the Agreement shall terminate, subject to the provisions of clause 36. Failure by NWIH to comply with its contractual obligations by reason of an Event of Force Majeure shall not constitute breach of contract.

40 Third party rights

40.1 Except insofar as this Agreement applies in the favour of HPSS bodies this Agreement is intended and agreed to be solely for the benefit of NWIH the HSCB and Northern HSC Trust and no third party shall acquire any benefit, claim or rights of any kind whatsoever pursuant to, under, by or through this Agreement.

40.2 No variation to this Agreement and no supplemental or ancillary Agreement to this Agreement shall create any such rights unless expressly so stated in any such Agreement by the parties to this Agreement. This does not affect any right or remedy of a third party which exists within statute.

41 Waiver

- 41.1 The rights and remedies of either party in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time by such party to the other nor by failure of, or delay by the said party in ascertaining or exercising of any such rights or remedies or in insisting upon strict performance of any provision of this Agreement. The waiver by either party of any breach of this Agreement shall not prevent the subsequent enforcement of any subsequent breach of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision.
- 41.2 No waiver of any provision of this Agreement shall be effective unless it is agreed by both parties in writing.

42 Entire Agreement

- 42.1 This Agreement constitutes the entire Agreement and understanding of the parties and supersedes any previous Agreement between the parties relating to the subject matters of this Agreement.
- 42.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty.
- 42.3 Nothing in this clause shall exclude any liability for fraud or any fraudulent misrepresentation.

43 Severability

- 43.1 If at any time any part of this Agreement (including any one or more of the clauses of this Agreement or any sub-clause or paragraph or any part of one or more of these clauses) is held to be or becomes void or otherwise unenforceable for any reason under applicable law, the same shall be deemed omitted from this Agreement and the validity and/or enforceability of the remaining provisions of this Agreement

shall not in any way be affected or impaired as a result of that omission.

44 Assignment, sub-contractors etc

44.1 Save as is reasonably required to fulfil the terms of this Agreement (including without limitation NWIH's right to provide the services using clinical and non-clinical staff engaged by NWIH (including agency nurses) neither NWIH nor the Northern HSC Trust shall assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations under this Agreement without the prior written consent of the other party such not to be unreasonably withheld or delayed.

44.2 NWIH shall be responsible for the acts and omissions of its sub-contractors and other persons (including for the avoidance of doubt any individuals provided by locum or other agencies whose services NWIH uses) as if such act or omission had been omitted or committed by NWIH itself and shall procure that such sub-contractors and other persons shall abide by the terms of this Agreement as if they were a party hereto.

44.3 This Agreement shall be binding on and shall endure to the benefit of NWIH and the Northern HSC Trust and their respective successors and permitted transferees and assigns.

45 Exclusion of partnership

45.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

46 Remedies

46.1 Save as may be expressly set out in this Agreement, no remedy conferred by any provision of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or existing at law or in equity, by statute or otherwise.

46.2 Neither the expiration nor the termination of this Agreement shall prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue either to the Northern HSC Trust or to NWIH.

47 Inducements to purchase

47.1 NWIH shall not offer to the Northern HSC Trust or its representatives as a variation of this Agreement or as an Agreement collateral to it, any advantage other than a cash discount against the fees.

47.2 The Northern HSC Trust shall be entitled to terminate this Agreement and to recover from NWIH the amount of any loss resulting from such termination in the following circumstances:

47.2.1 if NWIH shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of this Agreement or any other contract with the Northern HSC Trust or any HPSS body, or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contract with the Northern HSC Trust or any HPSS body

47.2.2 if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of NWIH

47.2.3 if in relation to this Agreement or any other contract with the Northern HSC Trust or any HPSS body, the NWIH or any person employed by it or acting on its behalf shall have given any fee or reward to any officer of the Northern HSC Trust or any other HPSS body which shall have been exacted or accepted by such officer under colour of his office or employment and is otherwise than such officer's proper remuneration.

48 Publicity

48.1 NWIH shall not make any public statement relating to the existence or performance of this Agreement without the prior written consent of the Northern HSC Trust save where it may

be required to do so in compliance with any legal obligation (other than a contractual obligation).

49 Service variations and additional services

- 49.1 The Northern HSC Trust may at any time on at least 1 (one) month's written notice request that NWIH implements any variation of or addition to the services. Such notice shall give details of the required variation or addition and the date on which it is to take effect. Without restricting the Northern HSC Trust in any way from requiring NWIH to implement any variation or addition, the Northern HSC Trust will take due account of any representations made by NWIH concerning such addition or variation, but NWIH agrees to comply with such variation or addition to the satisfaction of Northern HSC Trust unless:
- 49.1.1 the proposed variation or addition materially adversely affects the health and safety of any person, or gives rise to a breach of law, or
 - 49.1.2 the Northern HSC Trust unreasonably refuses to give effect to any necessary and unavoidable adjustment to the fees which arises as a direct result of such variation or addition (but for no other reason whatsoever), or
 - 49.1.3 such variation or addition is not reasonably ancillary to the services and/or within NWIH's capabilities or competencies as a supplier of the services.
- 49.2 For the avoidance of doubt if NWIH is unwilling or unable to provide any requested additional service on terms acceptable to the Northern HSC Trust, the Northern HSC Trust may place the additional service with a third party service provider and the continuation of this Agreement shall not be affected.
- 49.3 NWIH may at any time request that the Northern HSC Trust consider whether to request a variation or addition to the services.

50 Non-solicitation

50.1 During the life of this Agreement none of the parties to this Agreement shall for the purpose of fulfilling its obligations under this Agreement:

50.1.1 solicit any medical, nursing or other clinical staff employed by the parties, with a view to that person being engaged or employed by the either party without the other party's express prior consent, such consent not to be unreasonably withheld

50.1.2 entice or encourage or endeavour to entice or encourage any medical, nursing or other clinical professional to reduce their working hours with the other party.

50.2 The parties shall not be considered to be in breach of its obligations in clauses 50.1.1 and 50.1.2 where an individual becomes an employee of, or engaged by, NWIH as a result of a response by that individual to an advertisement placed by or on behalf of either party for the recruitment of clinical or nursing staff or consultants and where it is apparent from the wording of the advertisement, the manner of its publication or otherwise that the principal purpose of the advertisement was equally likely to attract applications from individuals who were not employees of either party.

50.3 NWIH shall notify the Northern HSC Trust of any substantive increase or proposed increase in the number of staff employed or engaged by NWIH where such increase is wholly or mainly required or designed to enable NWIH to meet its obligations under this Agreement or this Agreement together with any other or any other Agreement or Agreements with the Northern HSC Trust or any other HPSS body to treat HPSS patients

51 Governing law and jurisdiction

51.1 This Agreement shall be considered as a contract made in Northern Ireland and shall be subject to the laws of Northern Ireland.

51.2 Subject to the provisions of clause 35 (Dispute Resolution) of this Agreement, both parties agree that the courts of Northern Ireland shall have exclusive jurisdiction to hear and settle any

SCHEDULE 1

Service Level Agreement – Dermatology, ENT, General Surgery, Gynaecology and Pain
 Specification for the Period: 26 April 2012 until 31 December 2012 (Patients referred for outpatient assessment or day case/inpatient treatment to be treated before: 1. 30 June 2012 (Quarter 1) and follow up treatment by 30 September 2012
 2. 30 September 2012 (Quarter 2) and follow up treatment by 31 December 2012

<i>Specialties/Procedures involved</i>	<i>Indicative Patient Numbers*</i>	<i>Intended Management</i>	<i>Staff involved</i>
Quarter 1			NWIH staff
Dermatology	*1100	New Outpatients	
ENT	303	New Outpatients	
General Surgery	566	New Outpatients	
General Surgery	208	Inpatient/Day Cases	
Gynaecology	350	New Outpatients	
Gynaecology	82	Inpatient/Day Cases	
Pain	182	New Outpatients	
Pain	207	Inpatient/Day Cases	
Quarter 2			
Dermatology	*400	New Outpatients	
ENT	261	New Outpatients	
General Surgery	613	New Outpatients	
General Surgery	114	Inpatient/Day Cases	
Gynaecology	350	New Outpatients	
Gynaecology	82	Inpatient/Day Cases	
Pain	242	New Outpatients	
Pain	170	Inpatient/Day Cases	

• **NB** - Whilst the indicative volumes detailed are as accurate as possible, they may be subject to alteration by the HSC Board. The Trust will advise you of any such changes in volumes as and when the information is available.

• **Please also note that the New Out-Patient volumes outlined above for:**

- Quarter 1 must be completed by 30 June 2012 and the "wash-throughs" to In Patient / Day Cases by 30 September 2012, and
- Quarter 2 must be completed by 30 September 2012 and the "wash-throughs" to In Patient / Day Cases by 31 December 2012

Please specify all Service Delivery Location(s) for this contract work

Assessment: NWIH, Church Hill House, Ballykelly

Treatment: NWIH, Church Hill House, Ballykelly

Diagnostics: NWIH, Church Hill House, Ballykelly and Western HSC Trust premises

SCHEDULE 2 Information Requirements

1 Patient Master Database

A Patient Master Database will be maintained for the contract. This database (Appendix 1) will be jointly maintained by provider and Trust staff and will be updated

- daily/weekly with offer outcomes; and
- weekly with other changes in patient status.

This database will be used as the reference document to monitor all changes in patient status and both the Northern HSC Trust and the NWIH will cooperate in maintaining it in an accurate and up to date form.

The database should be held as an Excel spreadsheet and updated and passed to the Trust on a timescale agreed with the Trust at the commencement of the contract but in any event no less than weekly.

A copy should also be passed to the HSCB on a weekly basis.

2 Performance Indicators

As part of the ongoing contract management process, providers must produce a monthly report summarising the following information:

- number of deaths
- number of serious injuries
- number of returns to theatre
- unplanned readmissions
- surgical site infections
- number of inpatient discharges per month
- number of operative procedures per month
- number of inpatient bed days per month

3 Complaints Register

A Complaints Register (Appendix 2) must be maintained for the contract. This register will be maintained by the NWIH It will be updated and passed to the HSCB and Northern HSC Trust on a weekly basis.

4 Adverse Incident Register

An Adverse Incident Register (Appendix 3) must be maintained for the contract. This register will be maintained by the NWIH. It will be updated and passed to the HSCB and Northern HSC Trust on a weekly basis.

5 Patient Minimum Dataset

This information should be supplied as part of the patient health record which is returned to the HPSS Trust following treatment.

For each patient:	For each admitted episode within spell:
Patient ID	Consultant
HPSS number	Consultant function
Date of birth	Consultant specialty
Sex	Start date
Postcode of usual address	End date
GP	Primary diagnosis
Referrer	Secondary diagnosis
	Primary procedure
For each outpatient appointment:	Procedure (others)
	Procedure date (for each procedure)
Consultant	Site of treatment (at start of episode)
Consultant function	
Consultant specialty	For any period of augmented care:
Primary diagnosis	Start date
Secondary diagnosis	Augmented care period source
Attended/did not attend	Intensive care level days
First attendance	High dependency care level days
Medical staff type	Number of organ systems supported (IC only)
Outcome of attendance	Augmented care planned indicator
Attendance date	Augmented care outcome indicator
Primary procedure	Augment care period disposal
Procedure (other)	End date
Site of treatment	Specialty function code
For each admitted spell	Augmented care location
Start date	
Admission method	
Discharge destination	
Discharge method	
Discharge date	

Appendix 1

Template for Patient Master Database

	Field	Comments
	PATIENT DATA	
1	Hospital Number	Should be assigned by Trust and used by both Trust and provider (but see (2) below)
2	Health & Care Number	Optional field but where entered by Trust it must be used in preference to (1) above
3	Patient Forename	
4	Patient Surname	
5	Address 1	
6	Address 2	
7	Postcode	
8	Date of Birth	
9	Sex	
10	Phone Number	
11	Mobile Number	
12	GP Name	
13	GP Cipher Code	
14	Hospital Site	
15	Specialty	
16	Consultant	
17	Clinical information	Free field to allow any relevant clinical information to be included (e.g. history, body part)
18	Date of referral	Date of referral by GP/other
19	Referrer	
20	Date passed to NWH	Date patient data passed to NWH for action
	PATIENT OFFER DATA	
21	Date of 1 st offer	
22	Outcome of 1 st offer	No reply Acceptance No longer need treatment Refusal Patient deceased
23	Date of 2 nd offer	
24	Outcome of 2 nd offer	No reply Acceptance No longer need treatment Refusal Patient deceased
	ASSESSMENT DATA	
25	1 st outpatient clinic date	

26	Outcome of 1 st outpatient clinic	Treatment/surgery required No further action required DNA/CNA Investigation Review Back to Trust for action not available in IS
27	1 st outpatient appointment: Consultant	
28	1 st outpatient appointment: Consultant specialty	
29	2 nd outpatient clinic date	Where: <ul style="list-style-type: none"> • valid reason for inability to attend 1st outpatient clinic resulted in DNA/CNA; • where investigation requires 2nd appointment; or • for further review before final determination of outcome.
30	Outcome of 2 nd outpatient clinic date	Treatment/surgery required No further action required DNA/CNA Investigation Back to Trust for action not available in IS
31	2 nd outpatient appointment: Consultant	
32	2 nd outpatient appointment: Consultant specialty	
33	Investigations required	
34	Date referred for investigation	
35	Date investigations completed/returned	
	OUTCOMES DATA	
36	Primary diagnosis	
37	Secondary diagnosis	
38	Primary procedure required	If treatment required
39	Secondary procedure(s) required	If treatment required
40	Date of Discharge	If treatment not required or DNA
41	Reason for referral back to Trust	If back to Trust for action not available in NWIH
42	Date GP letter sent	
	TREATMENT DATA	
43	TCI Date	
44	Date of pre-op assessment	

45	Outcome of pre-op assessment	
46	Date of treatment	
47	Outcome of treatment	Treatment DNA Other
48	Actual procedure	
	Site of treatment	
49	Date discharge letter sent to GP	
	POST OPERATIVE ARRANGEMENTS	
50	Date of 1 st review	
51	Date of 2 nd review	
52 - 72	Fields for internal use by NWIH	

SCHEDULE 3 Fee Schedule / Pricelist

Service Area(s):

Dermatology, ENT, General Surgery, Gynaecology and Pain

Provider	Patient Type		Cost (£) per patient
North West Independent Hospital	Outpatient	Inpatient/Day Case	Other
Number of Cases	4367	863	
Outpatients			
See Page 67			
Inpatient / Day Case Procedures			
See Page 67			
Please see note 1.			
HRG tariff should be used to charge for inpatients and day procedures: If more than one procedure is carried out during surgery it is the primary procedure (the most major), which determines the HRG to be charged – charges for second procedures will not be accepted.			
Diagnostic/Investigations for all Specialties			
MRI			HRG Tariff Rate
CT			As per Trust Charge Master
Please see note 1.			
Imaging, blood tests and histopathology to be processed through Western HSC Trust facilities – see following Lab costs. NWIH to process group and cross match blood tests.			
<p>Note(s): 1 Prices are to be agreed with the Commissioning body for any treatment not outlined above before treatment is provided and this will be agreed at the first contractual meeting. Treatments completed without such an agreement will not be paid.</p> <p>2 If a third review appointment is required this is to be agreed with the Northern HSC Trust before treatment. Treatments completed without such an agreement will not be paid.</p>			

Pain

Outpatients – New £194. DNA's £25

Outpatients review - £85

Inpatients / Day Cases – DNA's £45

PRIMARY BUPA	OPERATION DESCRIPTION	£
A5730	FACET OR SACROILIAC JOINT (RF) RADIO FREQUENCY THERMOCOAGUATION INCLUDING RHIZLYSIS (UNDER X-RAY CONTROL WITH SEDATION G/A)	1160
A5720	FACET OR SACROILIAC JOINT (RF) RADIO FREQUENCY THERMOCOAGUATION INCLUDING RHIZLYSIS (UNDER X-RAY CONTROL WITH SEDATION G/A)	850
A5200	EPIDURAL INJECTION (CERVICAL)	596
A5210	EPIDURAL INJECTION (LUMBAR)	437
A7500	LUMBAR SYMPATHECTOMY : DIAGNOSTIC	667
A7600	LUMBAR SYMPATHECTOMY : THERAPEUTIC	746
A5240	EPIDUROPLASTY	992
A7620	THORATIC SYMPATHECTOMY : THERAPEUTIC	1061
V3300	LUMBAR DISCOGRAPHY +/- NUCLEPLASTY (PLD)4/5	2015
25022	STELLATE GANGLION BLOCK (NEUROLYTIC)	409
25012	SACRAL ROOT BLOCK (UNDER XRAY CONTROL)	434
25120	DORSAL ROOT GANGLION BLOCK (L/A OR NEUROLYTIC)	795
25130	DORSAL ROOT GANGLION BLOCK	1040
A5750	FACET JOINT INJECTION	581
A5770	Facet Joint Injection (under Xray Control) up to 6 joints	652
W9016	Injection	392

X-RAYS

HIP	66
PELVIS	66
SPINE - CERVICAL 2/3 VIEWS	118
SPINE - THORACIC	115
SPINE - CERVICAL WITH OBLIQUES	90
SPINE - CERVICAL 7 VIEWS	117
SPINE - DORSAL 2 VIEWS	100
SPINE - LUMBAR 3 VIEWS	101
SPINE - LUMBAR WITH OBLIQUES	90
WHOLE SPINE - 7 VIEWS	97

ENT

Outpatients – New £121. DNA's £25

Outpatients review - £63

Inpatients / Day Cases – DNA's £45

HRG code	HRG name	Procedure Description	£
C21	Intermediate Ear Procedures	Unilateral Otoplasty - G/A	1,126
		Bilateral Otoplasty - G/A	1400
C22	Intermediate Nose Procedures	Polypectomy	1,123
		Excision of Turbinates Nose	1,123
		Septoplasty of Nose	1,123
		Reduction of turbinates	1,123
C31	Major Ear Procedures	Radical Mastoidectomy	1,688
		Simple Mastoidectomy	1,688
		Modified Radical Mastoidectomy	2,085
		Tympanoplasty	1,688
		Myringoplasty	1,688
		Stapedectomy	1,688
C32	Major Nose Procedures	Rhinoplasty	1491
		Septorhinoplasty	1491
		Fess	1491
C55	Minor Ear Procedures	Exc Lesion Ear	727
		VENTS	800
		EUA	727
C56	Minor Nose Procedures	Nasal Septum cauterisation	680
		Division of adhesions of turbinate	680
C57	Major Mouth or Throat Procedures	Parotidectomy	4,000
C58	Intermediate Mouth or Throat Procedures	Tonsillectomy - Adult	990
		Adenotonsillectomy	990
		Tongue tie	789
K01	Thyroid Procedures	Thyroid Lobectomy	4,000
		Thyroidectomy	4,000
		Total Thyroidectomy	4,000
		Aberrant thyroid tissue	4,000
K02	Parathyroid procedures	Parathyroidectomy	4,000
NB	Where a 2nd procedure is carried out the main procedure will be increased by 25%		
	If Biopsy Taken		160
	OUTPATIENTS		
	Minor Procedures		250
	Audiogram		33
	Tympanometry		33

General Surgery

Outpatients – New £163. DNA's £25

Outpatients review - £80

Inpatients / Day Cases – DNA's £45

HRG code	HRG name	Procedure Description	£
F06	Diagnostic Procedures, Oesophagus and Stomach	OGD	484
F35	Large Intestine - Endoscopic or Intermediate Procedures	Examination of rectum under anaesthetic	484
		Colonoscopy	650
		Rigid Sigmoidoscopy	484
		Manual reduction of prolapse of rectum	484
F53	Inflammatory Bowel Disease - Endoscopic or Intermediate Procedures OVER 70 YRS OLD	Dilation of Stricture of rectum	559
		EUA	559
F54	Inflammatory Bowel Disease - Endoscopic or Intermediate Procedures UNDER 69 YRS OLD	Dilation of Stricture of rectum	381
		EUA	381
F63	Gastrointestinal Bleed - Diagnostic Endoscopic or Intermediate Procedures	Flexible Sigmoidoscopy	461
F71	Abdominal Hernia Procedures OVER 70 YRS OLD	Repair of Incisional Hernia	2,325
		Repair of other hernia of abdominal wall	2,325
F72	Abdominal Hernia Procedures UNDER 69 YRS OLD	Repair of Incisional Hernia	1,610
		Repair of other hernia of abdominal wall	1,610
F73	Inguinal Umbilical or Femoral Hernia Repairs OVER 70 YRS OLD	Bilateral Inguinal Hernia	1513
		Primary Repair Inguinal Hernia d/c	1513
		Repair of umbilical hernia	1513
		Repair of femoral hernia	1513
		Repair recurrent inguinal hernia	1513
F74	Inguinal Umbilical or Femoral Hernia Repairs UNDER 69 YRS OLD	Bilateral Inguinal Hernia	1188
		Primary Repair Inguinal Hernia d/c	1188
		Repair of umbilical hernia	1188
		Repair of femoral hernia	1188
		Repair recurrent inguinal hernia	1188
F75	Herniotomy Procedures	Simple Excision Inguinal Hernia	1,007
		Simple Excision Inguinal Hernia - bilateral	1108
F82	Appendicectomy Procedures under 70 yrs old	Laparoscopic Appendicectomy	2,450
F81	Appendicectomy Procedures over 70 yrs old	Laparoscopic Appendicectomy	2,450
F91	Anus - Major Procedures	Laying Open Fistula	1,236
F92	Anus - Intermediate Procedures OVER 70 YRS OLD	Excision of Pilonidal Sinus	1,154
		Laying open of pilonidal sinus	1,154
		Low Fistula	1,154

		Haemorrhoidectomy (1 night)	1,154
		Stapled Haemorrhoidectomy	1,455
		Anal Fissure	1,154
		Low anal fistula	1,154
F93	Anus - Intermediate Procedures UNDER 69 YRS OLD	Excision of Pilonidal Sinus	1,154
		Laying open of pilonidal sinus	1,154
		Low Fistula	1,154
		Haemorrhoidectomy (1 night)	1,154
		Stapled Haemorrhoidectomy	1,455
		Anal Fissure	1,154
		Low Fistula	1,154
F94	Anus - Minor Procedures OVER 70 YRS OLD	Lateral Sphincterotomy	674
		Excision of Lesion of Anus	674
		Anorectal Stretch	674
		Banding Of Haemorrhoids l/a	674
		Banding Of Haemorrhoids l/a	674
F95	Anus - Minor Procedures UNDER 69 YRS OLD	Lateral Sphincterotomy	669
		Excision of Lesion of Anus	669
		Anorectal Stretch	669
		Banding of Haemorrhoids L/A	669
		Banding of Haemorrhoids G/A	669
G12	Biliary Tract - Very Major Procedures	Cholecystectomy With Exploration Of Common Bile Duct	2,813
G13	Cholecystectomy OVER 70 YRS OLD	Laparoscopic Cholecystectomy	2,450
G14	Cholecystectomy UNDER 69 YRS OLD	Laparoscopic Cholecystectomy	2,450
J01	Complex Breast Reconstruction using Flaps	Mastectomy (1 night)	4,731
		Unilateral Breast Reconstruction	4,731
J04	Intermediate Breast Surgery w cc	Breast Lesion	1,217
		Excision duct of nipple	1,217
J06	Minor Breast Surgery OVER 70 YRS OLD	Drainage of Breast Abscess	1,032
J07	Minor Breast Surgery UNDER 69 YRS OLD	Drainage of Breast Abscess	818
J31	Major Skin Procedures <50 w/o cc	Local Flap	1,804
J34	Minor Skin Procedures - Category 2 w cc	Excision of Nail Bed (Zadek)	1269
J35	Minor Skin Procedures - Category 2 w/o cc	Excision of Nail Bed (Zadek)	764
J36	Minor Skin Procedures - Category 1 w cc	Wedge Excision of Nail (Minor)	784
		Excision of lesion L/a	784
		Excision of lesion g/a	784
		Excision of four or more lesions	784
J37	Minor Skin Procedures - Category 1 w/o cc	Wedge Excision of Nail (Minor)	610
		Excision of lesion L/a	610
		Excision of lesion g/a	610
		Excision of four or more lesions	610
J43	Major Skin Tumours	Excision of malignant lesion	804
J47	Total Mastectomy w/o cc	Subcutaneous Mastectomy	2,623
Q11	Varicose Vein Procedures	B/L Varicose Veins	1250
		Local Excision (Multiple Phlebectomy) of Leg U/L	1,074
		Single Leg Varicose Veins	1,074

		Single Leg Recurrent Varicose Vein	1181
		Bilateral Gross Varicose Vein	1,810

NB Where a 2nd procedure is carried out the main procedure will be increased by 25%

If Biopsy taken		160
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OUTPATIENTS

Xray		110
Sigmoidoscopy		170
Bloods		120
Minor Procedures		250
Cyst for Histolgy		225
Biopsys		160

Gynaecology

Outpatients – New £145. DNA's £25

Outpatients review - £76

Inpatients / Day Cases – DNA's £45

HRG code	HRG name	Procedure Description	£
M01	Lower Genital Tract Minor Procedures	Batholins Cyst	745
		Mirena Coil	745
		Fentons Procedure	745
		Cautery to Cervix	745
		EUA	745
M02	Lower Genital Tract Intermediate Procedures	Lletz Biopsy	920
		Excision of Excess Labial Tissue	657
		Excision of lesion of vagina	657
		Excision of Vulval Lesion	657
M03	Lower Genital Tract Major Procedures	Posterior Colpotthaphy	2,044
		Anterior +/- Posterior Repair	2,044
		Repair Entrocelle	2,044
		Sacrocolpopexy	2,044
M05	Upper Genital Tract Minor Procedures	Hysteroscopy and D&C	1,010
M06	Upper Genital Tract Intermediate Procedures	Laparoscopy (Inter)	1,075
		Female sterilisation d/c	928
M07	Upper Genital Tract Major Procedures	Hysterectomy and removal of Uterine Adnexa	2,722
		Oophorectomy	2,722
		Myomectomy	2,722
		Vaginal Hysterectomy	2,722
		Laparoscopy (Major)	2,722
		Balloon Ablation	2,722
		Mesh Ablation	2,722
		Total Abdominal Hysterectomy	2,722
		Repair of Vaginal Hysterectomy	2,722
		TVT Tape	2,722
		Ovarian Cystectomy	2,722

NB Where a 2nd procedure is carried out the main procedure will be increased by 25%

If Biopsy taken		160
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OUTPATIENTS

Smear Test		220
Blood Tests		120
Minor Procedures		250
Biopsies		250
Tests		200

Dermatology

Outpatients – New £114. DNA's £25

Outpatients review - £76

Inpatients / Day Cases – DNA's £45

Minor Procedures (includes Consultation Fee) - £350

Skin Biopsy (includes Consultation Fee) - £150

NB if more than one Biopsy taken each additional biopsy will be charged at: £150

SCHEDULE 4 Service Specification

SERVICE SPECIFICATION FOR INDEPENDENT SECTOR (IS) PROCUREMENT

Service Area(s):

Dermatology

ENT

General Surgery

Gynaecology

Pain

1.0. INTRODUCTION

- 1.1. The Northern HSC Trust on behalf of the HSCB require the following to be provided:
- 1.2. Outpatient assessment and follow up treatment to patients currently waiting to have a first outpatient appointment for services identified in Schedule 1 within Northern Ireland before: Quarter 1 – 30 September 2012 and Quarter 2 – 31 December 2012. (as detailed in Schedule I)

2.0. BACKGROUND

- 2.1. From April 2009, as part of the elective care reform programme, no patient should wait more than 9 weeks for an outpatient appointment, 9 weeks for diagnostics and no more than 13 weeks for treatment after the outpatient assessment takes place.
- 2.2. It has been determined that local HPSS hospitals do not have the capacity to deliver all the activity needed to guarantee every health service patient the standards in 2.1. Commissioners wish to establish arrangements with non-HPSS healthcare organisations to achieve these targets.

3.0. SERVICE SCOPE

- 3.1. NWIH should ensure that services should be provided in accordance with:
 - 3.1.1. the targets specified at 2.1;
 - 3.1.2. the agreed level of activity detailed in the contract;
 - 3.1.3. the contract terms and conditions;
 - 3.1.4. The DHSSPS Integrated Elective Access Policy
- 3.2. **Services will not be provided to patients:**
 - 3.2.1 who are unsuitable for treatment according to Good Clinical Practice and the DHSSPS Integrated Elective Access Policy (IEAP);
 - 3.2.2 who are temporarily unsuitable for treatment according to Good Clinical Practice for as long as such unsuitability remains;
 - 3.2.3 who have not validly consented;
 - 3.2.4 who persist in any unreasonable or unacceptable behaviour to NWIH or its staff. The mental wellbeing of patients must be taken into account.
- 3.3. When NWIH proposes to refuse treatment under Section 3.2:
 - 3.3.1 NWIH shall explain to the Patient, Northern HSC Trust and the HSCB:

3.3.1.1 the action that it is taking and the reasons for such action, following up any oral explanations in writing within one working day of such explanation being given; and

3.3.1.2 that the Patient has the right to challenge the decision through any relevant complaints procedure.

3.3.2 Where appropriate NWIH and the Northern HSC Trust shall use all reasonable endeavours, including discussions with the Patient and/or where appropriate the Patient's GP, to resolve the issue of the treatment or continued treatment of the Patient.

If all fails, the Northern HSC Trust shall use its reasonable endeavours to procure alternative treatment for that Patient.

3.4 Services must only relate to a Patient's original referral or presentation. Where assessment identifies further treatment needs beyond the scope of the original referral, providers must obtain the prior Agreement of the Northern HSC Trust before engaging in further treatment.

3.5 Services awarded for completion must not be sub-contracted to another Provider.

4.0. CONTRACT ACTIVITY AND CASE-MIX REQUIRED

Outpatient Assessment with Follow-Up Treatment

4.1. For those patients requiring an outpatient assessment and follow up treatment, NWIH will deliver the following services:

- Outpatient consultation;
- Pre-operative assessment (where necessary);
- relevant surgical procedure;
- Follow-up outpatient consultation;

4.2. The Service provision assumptions are as follows:

- **Outpatients** – All new patients passed to NWIH by Northern HSC Trust's or Trust will be invited to an outpatient consultation with a surgeon or other clinically appropriate clinician before the date notified by the Trust.
- **Pre-Operative Assessment** – Where clinically appropriate patients requiring surgery will be assessed pre-operatively to ensure that they are suitable for treatment by NWIH;
- **Surgical Procedures** – All patients requiring surgery will receive a surgical procedure before 30 September 2012 (Quarter 1) and 31 December 2012 (Quarter 2), although these dates can be amended by mutual Agreement.

- **Post-Operative Outpatient Review Consultation** – All patients having surgery will receive any clinically necessary follow-up consultation.
- 4.3. An indicative volume of assessments will be agreed with NWIH. However, subject to both parties Agreement, there may be the opportunity to increase the volume subject to the needs of the service.
 - 4.4. These referrals will be forwarded by an Authorised HPSS Officer to NWIH for assessment.
 - 4.5. Each patient will remain under the care of the consultant that conducted the outpatient assessment. Only if the recommended treatment is outside the clinical ability of NWIH will alternative arrangements be made. This should be through liaison with the Northern HSC Trust.
 - 4.6. NWIH will monitor and report on the conversion rate as part of the audit requirements.
 - 4.7. NWIH shall deliver the service in line with the provisions of ***The Integrated Elective Access Policy (or IEAP) (DHSSPS, 2006) [see Schedule 5 of the Service Level Agreement and Appendix 5]***. In particular NWIH will:
 - 4.7.1. Book all appointments and offer each Patient a date within the maximum waiting time guarantee. A minimum of 3 weeks notice must be provided for all routine patients;
 - 4.7.2. Offer each Patient a choice of two dates for inpatient or day case treatment within the maximum waiting time guarantee. A minimum of 3 weeks notice must be provided;
 - 4.7.3. Avoid cancellation of any date offered unless NWIH simultaneously offers a replacement date within a maximum of 28 days.
 - 4.8. To avoid doubt the IEAP cancelled operations guarantee, as it relates to Elective Care, is met only when:
 - 4.8.1. the Patient receives the treatment within 28 days of the original date; or
 - 4.8.2. the Patient is offered a new date that is within 28 days of the original date, but chooses to have the rescheduled treatment at a later date; or
 - 4.8.3. NWIH cannot offer a new date that is within 28 days of the original date and so funds the patient's treatment at the time and hospital of the patient's choice.
 - 4.9. If and whenever NWIH is unable to comply Northern HSC Trust may at its discretion:
 - 4.9.1. issue a Contract Query in relation to such non-compliance; and/or,
 - 4.9.2. take action to remove the Patient affected from the contract; and/or,
 - 4.9.3. invoke such penalties as are provided for within the contract; and/or

- 4.9.4. if it reasonably considers, from the information available to it, that there may be further such non-compliance in relation to other patients, take action to remove any of such patients from the contract.

5.0. DISCHARGE OBLIGATIONS

- 5.1. NWIH shall avoid discharges of Patients which would not be in accordance with Good Clinical and Good Healthcare Practice or which may put Patients' health at risk and will use all reasonable endeavours to avoid circumstances and discharges likely to or leading to emergency re-admissions.
- 5.2. NWIH shall adhere to discharge protocols agreed with all appropriate external, interested organisations including the Northern HSC Trust, HSCB, and the Patients' GP where appropriate and shall work with such organisations and/or the Patient's family and or carer to ensure continuing care of the Patient.
- 5.3. Prior to discharge, each Patient shall be examined by an appropriately qualified member of clinical staff to ensure the Patient meets the discharge criteria. The results of such examination shall be documented and, if considered fit to be discharged, the Patient shall be provided with a signed discharge order and shall be discharged.
- 5.4. Prior to discharge, NWIH shall:
- 5.4.1. provide a copy of the Patient discharge letter to:
 - 5.4.1.1. the Patient
 - 5.4.1.2. the referring clinician and/or the Patients GP as appropriate
 - 5.4.1.3. the Northern HSC Trust; and
 - 5.4.1.4. the Consultant or Responsible Officer who treated the Patient.
 - 5.4.2. provide to the Patient appropriate information sheets (discharge information sheets) on their post-operative care and how they should respond to any concerns they may have once they have been discharged.

6.0. STAFF

- 6.1 NWIH shall meet any required staffing checks stipulated by Northern HSC Trust.
- 6.2 The Service Level Agreement sets out remaining conditions including those for Consultants.

7.0. PATIENT CONSENT

- 7.1. NWIH shall operate a Patient Consent Policy ("Consent Policy") having regard to:
- 7.1.1. Reference Guide to Consent for Examination, Treatment or Care (DHSSPS, 2003);
 - 7.1.2. HSS (MD) 7/2003 Circular: Good Practice in Consent; and
 - 7.1.3. Good Practice in Consent: Consent for Examination, Treatment or Care: A Handbook for the HPSS (DHSSPS, 2003);

- 7.1.4. or any amendment or re-issue of them from time to time in issue.
- 7.2. NWIH shall implement model consent forms and model consent policy.
- 7.3. The Consent Policy shall in respect of Patients take account of any relevant code of practice or guidance notified to NWIH by Northern HSC Trust.
- 7.4. NWIH shall prepare and implement written statements of policies to be applied and procedures to be followed which ensure that:
 - 7.4.1. the competence of each Patient to consent to treatment is assessed;
 - 7.4.2. in the case of a competent Patient, informed consent (in accordance with the Consent Policy) to treatment is obtained;
 - 7.4.3. in the case of a Patient who is not competent, he is, so far as is practicable, consulted before any treatment proposed for him is administered;
 - 7.4.4. information about a Patients health and treatment is disclosed only to those persons who need to be aware of that information in order to treat the Patient effectively or minimise any risk of the Patient harming himself or others, or for the purposes of the proper administration of NWIH; and
 - 7.4.5. where research is being carried out by NWIH or on NWIH's Premises, it is carried out with the consent of any Patient or Patients involved, is appropriate and is conducted in accordance with Good Clinical Practice, Good Healthcare Practice and Research Governance Policies.
- 7.5. NWIH shall provide all Patients with all information relevant to their decision to give consent including inter alia:
 - 7.5.1. details of the treatment itself;
 - 7.5.2. significant risks associated with the treatment;
 - 7.5.3. details of recovery period including likely duration;
 - 7.5.4. alternative treatments and respective benefits; and
 - 7.5.5. complication rates of Consultant.
- 7.6. NWIH shall ensure that informed consent is also obtained to a material change to the Patients treatment plan.
- 7.7. Except where appropriate on the instructions of a coroner or as otherwise agreed NWIH shall not:
 - 7.7.1. collect, keep, retain, sell, donate or preserve any part or parts of the human body or by-products thereof which have been removed from Patients and NWIH shall not permit any third party to collect, keep, retain, sell or donate any such part or parts; or
 - 7.7.2. carry out a post-mortem on the body of a Patient, without first obtaining the written consent of the relevant Patient (or, where appropriate, Patient's representative) in accordance with the Consent Policy and DHSSPS guidance on Post-Mortems (2004) and from time to time in issue.

8.0. QUALITY

- 8.1. Where appropriate NWIH will provide evidence to indicate that they are registered and/or licensed to undertake the range of clinical procedures, interventions and treatments contracted for with the Regional Quality Improvement Authority (RQIA) or Health Care Commission (HCC) or other relevant regulatory body.
- 8.2. It is the responsibility of NWIH to have in place procedures to guarantee the quality standards and quality of facilities, procedures and processes offered.
- 8.3. NWIH shall carry out the Services in accordance with standards set out in the **Independent Healthcare Regulations (Northern Ireland) 2005** (refer to <http://www.legislation.gov.uk/sr/sr2005/20050174.htm> NWIH will also comply with those standards identified in '**Standards for Better Health (Dept. of Health, 2005)** and '**Quality Standards in Health & Social Care (DHSSPS, 2006)**).
- 8.4. NWIH shall comply with the standards criteria and recommendations, protocols, procedures and guidance from time to time;
 - 8.4.1. arising from any audit or Serious Untoward Incident or Patient Safety Incident;
 - 8.4.2. issued by the National Institute of Clinical Excellence (or any successor to it) and agreed in writing between the Parties;
 - 8.4.3. issued by any relevant Royal College, professional body or equivalent and agreed in writing between the Parties and
 - 8.4.4. issued by the BOA and agreed in writing between the Parties.
- 8.5. NWIH shall ensure that:
 - 8.5.1. all Staff are informed and aware of the standard of performance they are required to provide and are able to meet that standard.
 - 8.5.2. the adherence of the Staff to such standards of performance shall be routinely monitored and that remedial action shall be promptly taken where such standards are not attained.
- 8.6. NWIH will make arrangements to carry out patient satisfaction surveys at appropriate intervals in relation to the Services and will co-operate with any such surveys as may be carried out by Northern HSC Trust. Details of arrangements for such surveys shall be made available to Northern HSC Trust on request.
- 8.7. For the avoidance of doubt nothing in this document is intended to prevent Northern HSC Trust from setting higher quality standards than those laid down under NWIH's Terms of Authorisation/Service Level Agreement.

8.8. NWIH will allow Northern HSC Trust and/or Trust access to records at all times and provide a liaison person.

9.0. CLINICAL GOVERNANCE AND AUDIT

9.1. Northern HSC Trust and NWIH shall each comply with its statutory duty of quality and undertake to improve and assure the quality of clinical services for Patients through a framework of clinical governance having regard to any Department of Health or DHSSPS guidance on clinical governance including:

9.1.1. HSC1999/065, Clinical Governance: Quality in the new NHS and Clinical Governance Reporting Processes (DoH, 2002);

9.1.2. HSS Circulars on Governance in the HPSS: Reporting on Controls Assurance Standards; and

9.1.3. Best Practice, Best Care (DHSSPS, 2001), and;

9.1.4. any amendment or re-issue of them from time to time in issue.

9.2. Each Party shall give full co-operation to the other Party and promptly do all things necessary (as and when requested by the other Party) to enable the other Party to comply with its obligations under Section 9.1.

9.3. Both Parties shall appoint a senior clinician or other senior member of staff and a deputy (and shall notify the other Party of their name and contact details) who shall be responsible for ensuring clinical governance systems are in place and for monitoring the effectiveness of the clinical governance systems.

9.4. Both Parties shall make arrangements for effective monitoring of clinical care and clinical record keeping.

9.5. Both Parties shall ensure that all Staff are made aware of and have access to processes or systems which enable them to raise, in confidence and without prejudice to their position in the organisation, concerns over any aspect of service delivery, treatment or management that they consider to have a detrimental effect on Patient care or the delivery of Services.

9.6. NWIH will be subject to, and willingly participate in inspection as agreed by the RQIA or other regulatory body and those organisations delegated to hold the Independent Sector (IS) contract.

9.7. NWIH shall on reasonable notice comply with all written requests made by the RQIA and the Healthcare Commission or other regulatory body, as reasonably required in connection with the performance of their functions (in relation to NWIH as if it were an HPSS body) for:

9.7.1. entry to NWIH' s Premises at any reasonable time for the purpose of inspecting the provision of the Services; and

9.7.2. information including but not limited to details of any or all treatments or procedures provided under the Services during any specified period,

NWIIH shall give all such assistance and provide all such facilities as the bodies identified at section 9.7 may reasonably require.

- 9.8. NWIIH shall carry out appropriate clinical audits agreed with Northern HSC Trust and will report and act on any recommendation from such audits.
- 9.9. NWIIH shall within a reasonable time after request provide Northern HSC Trust with the results of any audit, evaluation, inspection, investigation or research undertaken by or on behalf of NWIIH or any third party of the quality of any or all or the Services, the Service Environment or services of a similar nature carried out by NWIIH.
- 9.10. An Authorised HPSS Person may visit NWIIH's Premises, with or without reasonable notice to carry out an audit and/or inspection of the provision of the Services. Such audits and inspection shall include inter alia the inspection, monitoring and assessment of NWIIH's Premises, facilities, Staff, records, equipment and procedures. NWIIH shall give all such assistance and provide all such facilities as the Authorised Person may reasonably require for such audit or inspection.

10.0. PROCEDURES AND PROTOCOLS

- 10.1. NWIIH shall within a reasonable time after request, make available to the Commissioning Representative copies of any patient guide or other written policy, procedure or protocol which NWIIH implements.
- 10.2. NWIIH shall promptly notify the Commissioning Representative of any material changes to such guides, policies, procedures and protocols as have been made available to Northern HSC Trust.
- 10.3. NWIIH will comply with Royal College, General Medical Council (GMC), Nursing & Midwifery Council (NMC), Royal College of Nursing (RCN) and any other relevant professional body code of practice for clinical documentation and management of patients.
- 10.4. As a minimum NWIIH will adhere to the HPSS Trust's policy on:
 - 10.4.1. protocol in relation to safeguarding and protecting the welfare of children;
 - 10.4.2. Accident and Incident reporting and review policy;
 - 10.4.3. Infection Control Policies;
 - 10.4.4. Medicines Policies;
 - 10.4.5. MRSA Policy;
 - 10.4.6. Pathology protocols including IRMER regulations;
 - 10.4.7. Health and Safety Policies;
 - 10.4.8. Complaints Policy;
 - 10.4.9. Patient Confidentiality, Data Protection Policy and Freedom of Information Act (2000).

11.0. DISCRIMINATION

- 11.1. Neither Party shall discriminate unlawfully within the meaning and scope of any Law, relating to discrimination (whether relating to race, gender, disability, religion or otherwise) in employment or performance of the Services and each Party shall take all reasonable steps to

ensure observance of this by its employees, Staff and agents and (in the case of NWIH its Sub-contractors).

12.0. COMPLAINTS AND ADVERSE INCIDENTS

12.1. NWIH shall comply with the HSCB and Northern HSC Trust's complaints procedure(s) and Serious Adverse Incidents (SAI) procedures.

12.2. Further information on Complaints and SAI handling is contained within the Service Level Agreement.

13.0. REPORTING, ANALYSING & LEARNING FROM PATIENT SAFETY INCIDENTS

13.1. With regard to Patient Safety Incidents, NWIH will:

13.1.1. Report Serious Adverse Incidents (SAI) to the Northern HSC Trust and HSCB using the template given in HSS (PPM) 02/2006;

13.1.2. implement DHSSPS and National Patient Safety Agency (NPSA) guidance including for the avoidance of doubt, patient safety alerts and other safety solutions and products developed for the HPSS; and

13.1.3. have local risk management procedures in place to analyse and learn from patient safety incidents.

13.1.4. produce a weekly monitoring report on SAI for the Northern HSC Trust and HSCB as part of the monitoring arrangements in this document.

14.0. INFORMATION REQUIREMENTS

14.1. Both Parties acknowledge that in order for the Parties to achieve accurate activity monitoring and prompt and accurate payment, there needs to be timely regular exchange of detailed and accurate information. Accordingly NWIH shall ensure that the specified returns on patient activity and outcomes are provided to the Trust and Commissioner representatives as per schedule contained within the Service Level Agreement.

15.0. PERFORMANCE INDICATORS AND MONITORING ARRANGEMENTS

15.1. The performance of NWIH will be monitored against agreed Performance Indicators

15.2. The performance of NWIH will be monitored at agreed intervals.

15.3. Each Party may where it has a query regarding the other Party's performance under this Agreement issue a Contract Query in writing setting out the nature of the query. Each Party is obliged to reply in writing to any Contract Query within 14 days of its issue unless otherwise agreed in writing between the Parties.

15.4. The Northern HSC Trust where it has reasonable evidence that performance of NWIH fails to meet with requirements under this

document in relation to one or more of the areas set out below may issue a written Performance Notice (see Schedule 8) in respect of a Service setting out the matter or matters giving rise to such Performance Notice and containing a reminder of its implications:

- 15.4.1. where there has been a failure to meet the Quality Standards or the Performance Indicators;
- 15.4.2. where NWIH fails to provide the volume of activity agreed;
- 15.4.3. where there has been a negative audit finding;
- 15.4.4. where the percentage of Patient complaints upheld gives cause for concern;
- 15.4.5. if there is intervention by the Independent Regulator (HCC, RQIA, etc) directly affecting or, in the reasonable opinion of Northern HSC Trust, likely to affect the ability of NWIH to provide any of the Services;
- 15.4.6. where NWIH fails to reply to a Contract Query or;
- 15.4.7. where NWIH fails to discharge any of its other obligations under this document.
- 15.5. Within 7 days of its issue the Parties shall meet to discuss the subject matter of any Warning Notice and agree a plan of action to remedy the subject matter of the Warning Notice including a timetable and method for review of the planned remedial action.

16.0. INFORMATION AUDIT

- 16.1. NWIH shall maintain accurate accounts and records of all payments, receipts and financial and other information relevant to the provision of the Services (in this Section collectively referred to as "Records").
- 16.2. Northern HSC Trust shall have the right to appoint at its own expense an independent third party auditor (in this Section called "Auditor") if Northern HSC Trust shall be in possession of evidence giving reasonable cause for concern as regards calculation of any of the Service Prices, or the charging of them. The Auditor shall have the right to inspect the Records for such period as is reasonably required. NWIH shall allow the Auditor and his authorised agents the right of reasonable access to (and, the right to take copies of) the Records, books of account and other sources of relevant information.
- 16.3. In order that Northern HSC Trust may be satisfied that the prices paid are fair and reasonable, NWIH shall furnish such particulars of cost (including the costs of Sub-contractors and supplies) in connection with the Service Prices as may be reasonably required by Northern HSC Trust when requested and permit the same to be verified by Northern HSC Trust Representative by inspection of NWIH's books, accounts and other documents and records.

16.4. If Northern HSC Trust has been overcharged for the Services, NWIH shall, within 7 days of receiving written notice of such overcharge from Northern HSC Trust reimburse Northern HSC Trust the amount of the overcharge and if any audit carried out by Northern HSC Trust or any person authorised by Northern HSC Trust shall have revealed an overcharge, NWIH shall in addition, within the 7 day period, reimburse Northern HSC Trust the reasonable costs incurred by it in performing the audit.

16.5. If NWIH has undercharged for the Services, Northern HSC Trust shall (within days of NWIH's receiving notice of undercharge) reimburse NWIH the amount of the undercharge less the reasonable costs incurred by it in performing the audit.

17.0. PRICES AND PAYMENT

17.1. All agreed fees will be displayed within the Service Level Agreement.

SCHEDULE 5 Summary of Patient Access Protocols for Independent Sector

Booking Process

The Northern Ireland health system has been working to develop good practice guidelines for patient access. Independent Sector Providers are expected to ensure systems and processes are developed in line with these guidelines.

In particular, NWIH are expected to ensure reasonable notice and choice of appointment dates are given to patients. A reasonable offer is defined as one which gives the patient a minimum of 3 weeks notice and a choice of 2 appointment dates.

The attached flowchart (Diagram 1) describes the booking process to facilitate delivery of these standards.

NWIH may also contact patients by telephone to arrange their appointment/ admission dates. Where they are unable to contact the patient by phone, the letter based booking process should be implemented. In the case of all booking systems, whether letter or telephone, Independent Sector Providers should clearly document both the verbal and written processes, including all dates offered/ refused and the relevant outcomes. This information should be communicated to HSC Trusts in line with contract requirements to facilitate robust management of patients in line with the IEAP.

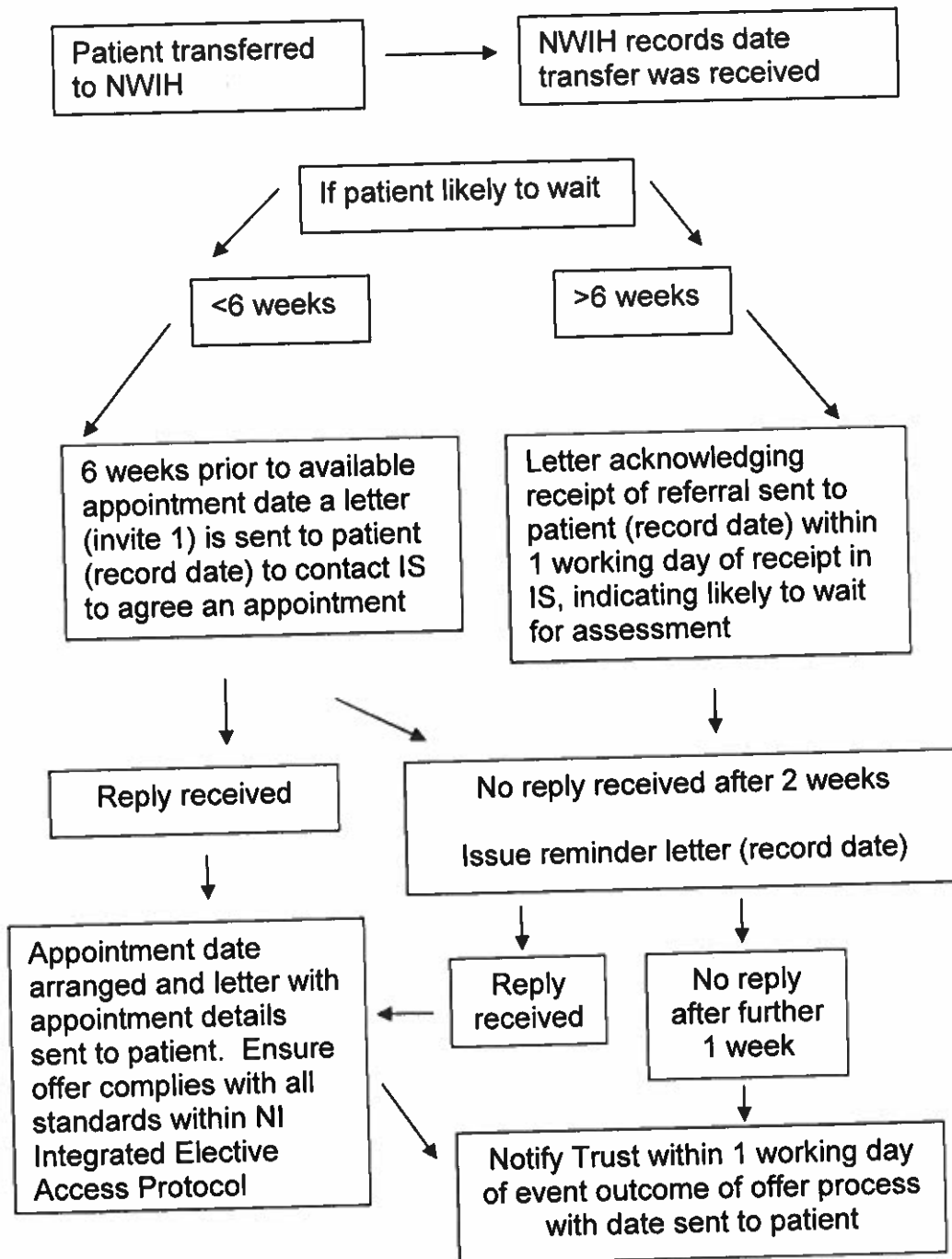
NWIH are expected to notify HPSS Trusts of event outcomes within 1 working day and Trusts will then follow the standards contained in the Integrated Elective Access Protocol with regard to the management of patients who either attend or fail to attend their appointments.

In relation to patients who have negotiated a date, and subsequently cancel, NWIH are expected to re-negotiate one further date with patients. If a second appointment date is cancelled, NWIH should inform Trusts within 1 working day. NWIH need to track events, including appointment dates offered to patients.

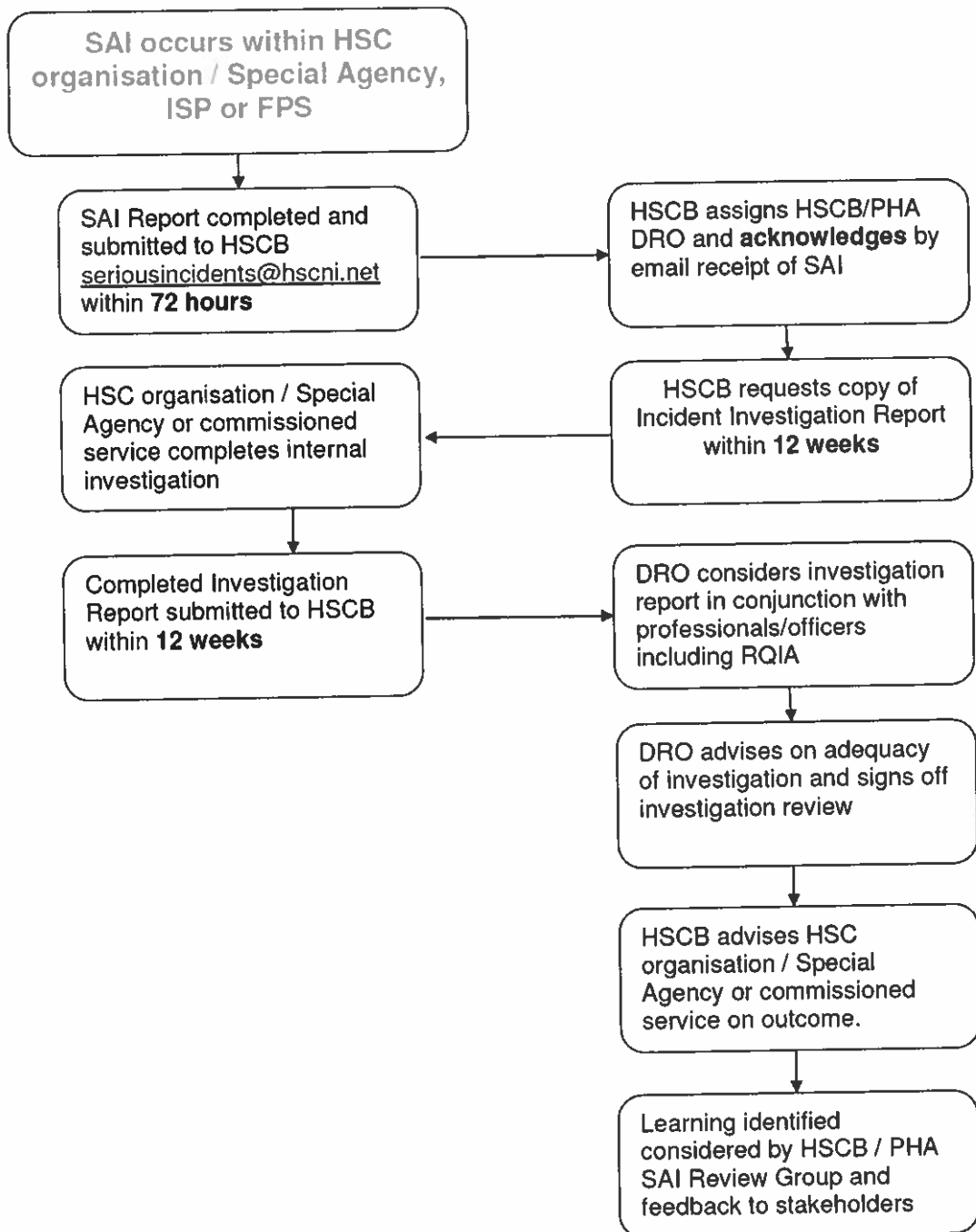
Appendix 4

Diagram 1

PARTIAL BOOKING PROCESS – FLOWCHART FOR BOOKING TRANSFERRED PATIENT TO NWIHS



SCHEDULE 6 Adverse Incidents Reporting Protocol



Appendix 5

List of Adverse Incidents

Clinical incident

Disease outbreak

Clinical error

Lapse in care

Drug related incident

Warfarin / anticoagulant problem

Wrong dose of drug

Wrong drug

Adverse reaction to drug

Medication interaction

Mortality / Morbidity

Unexpected / unexplained death

Suicide

Patient requiring extra services because of serious diagnostic failure

Death or injury on HPSS premises or involving staff / equipment.

Staff related incidents

Serious complaints

Serious errors

Serious disciplinary matters

Serious breach of confidentiality

Serious verbal or physical aggression towards staff

Premises / equipment incidents

Serious damage on premises or disruption to services

Failure of equipment which could endanger life

Suspicion of malicious activity

Circumstances leading to NWIH no longer being able to provide an element of service

Court or Criminal Proceedings

Incident which might give rise to serious criminal charges

Impending court hearing including Coroner's Court.

**This list is not exhaustive and is intended for guidance only.
Please report any adverse incident you think is significant.**

APPENDIX 6

HSC SERIOUS ADVERSE INCIDENT REPORT FORM

1. ORGANISATION:		2. UNIQUE INCIDENT IDENTIFICATION NO. / REFERENCE		
3. DATE OF INCIDENT:		4. CONTACT PERSON:		
6. DESCRIPTION OF INCIDENT:				
GENDER: <i>(complete where relevant)</i>		AGE:		
7. IMMEDIATE ACTION TAKEN:				
HAS ANY MEMBER OF STAFF BEEN SUSPENDED FROM DUTIES? <i>(please select)</i>		YES	NO	N/A
HAVE ALL RECORDS / MEDICAL DEVICES / EQUIPMENT BEEN SECURED? <i>(please specify where relevant)</i>		YES	NO	N/A
8. WHY INCIDENT CONSIDERED SERIOUS: <i>(please select relevant criteria below)</i>				
<ul style="list-style-type: none"> • serious injury to, or the unexpected/unexplained death, <i>(including suspected suicides or serious self harm)</i> of: <ul style="list-style-type: none"> - a service user; - a service user who has been known to Mental Health services (including Child and Adolescent Mental Health Services (CAMHS) or Learning Disability (LD) within the last two years); - a staff member in the course of their work; - a member of the public whilst visiting a Health and Social Care facility • unexpected serious risk to service user and / or staff member and / or member of the public • unexpected or significant threat to provide service and / or maintain business continuity. • serious assault <i>(including homicide and sexual assaults)</i> by a service user <ul style="list-style-type: none"> - on other service users, - on staff or - on members of the public occurring within a healthcare facility or in the community (where the service user is known to mental health services <i>(including CAMHS or LD)</i> within the last two years). • Serious incidents of public interest or concern involving theft, fraud, information breaches and data losses 				
9. IS ANY IMMEDIATE REGIONAL ACTION RECOMMENDED? <i>(please select)</i>		YES	NO	
if 'YES' <i>(full details should be submitted)</i> :				
10. HAS ANY PROFESSIONAL OR REGULATORY BODY BEEN NOTIFIED? <i>(e.g. GMC, GDC, PSNI, NISCC, LMC, NMC, HPC etc) if 'YES' (full details should be submitted):</i>		YES	NO	
if 'YES' <i>(full details should be submitted)</i> :				

11. OTHER ORGANISATION/PERSONS INFORMED: <i>(please select)</i>	DATE INFORMED:	OTHER:
DHSS&PS EARLY ALERT		Please specify:
SERVICE USER / FAMILY		
HM Coroner		
ICO		
NIAIC		
NIHSE		
PSNI		
RQIA		Date informed:

12. I confirm that the designated Senior Manager and/or Chief Executive has/have been advised of this SAI and is/are content that it should be reported to the Health and Social Care Board / Public Health Agency and Regulation and Quality Improvement Authority. (delete as appropriate)

Report submitted by: _____ Designation: _____

Email: _____ Telephone: _____ Date: DD / MMM / YYYY

14. ADDITIONAL INFORMATION FOLLOWING INITIAL NOTIFICATION (refer to Guidance Notes)

Additional information submitted by: _____ Designation: _____

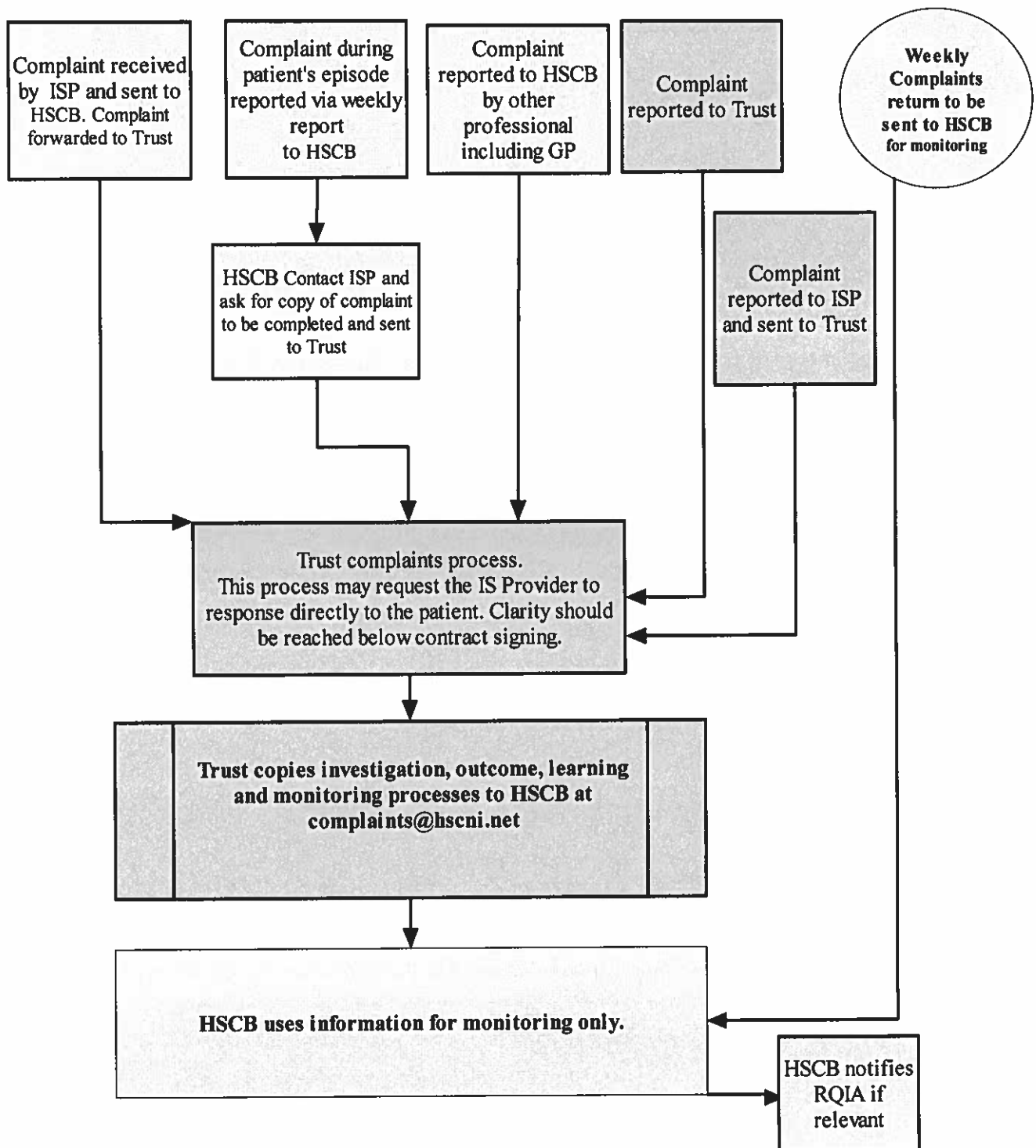
Email: _____ Telephone: _____ Date: DD / MMM / YYYY

HSCB USE ONLY			HSCB REF:
GOVERNANCE LEAD		GOVERNANCE OFFICE	
DATE NOTIFIED	DD / MMM / YYYY	DATE ACKNOWLEDGED	DD / MMM / YYYY
DESIGNATED REVIEW OFFICER ASSIGNED		DATE ASSIGNED	DD / MMM / YYYY
INVESTIGATION REPORT DUE		DD / MMM / YYYY	

Completed proforma should be sent to: seriousincidents@hscni.net
and (where relevant) mhld@rqia.org.uk

Appendix 7 – Complaints Process

HSCB Flowchart for Complaint occurring in Independent Sector Organisations



For Issue from the Northern HSC Trust to NWIH

[ON THE HEADED PAPER OF THE Northern HSC Trust

[Covering letter to be issued with this notice]

PERFORMANCE NOTICE

Reference:

[Insert the date reference (Year Month Day) add .1 or .2 etc if more than one issued on the same day]

This Performance Notice dated *[insert date]* is issued by the Northern HSC Trust to NWIH (the "Provider") under clause 34 (Corporate Governance and Compliance) of the Contract for the Provision of Health Services between NWIH and the Northern HSC Trust.

This Performance Notice is being issued because:

[detail:

- *the exact reasons for the notice in accordance with clause 34.5*
- *refer to any previous correspondence*
- *refer to any contractual Performance Indicator(s) breached*
- *reference the source documentation / report(s) used to make the decision to issue the Performance Notice.*
- *the time period within which NWIH is required to resolve the performance deficiency (not more than 3 months)*

The Northern HSC Trust considers that the above demonstrates a material failure by NWIH to meet the requirements of the Contract.

NWIH is reminded that under clause 34.5 of the Contract, failure to rectify the performance to which this notice relates within the time period specified in this Performance Notice, may result in the activation of clause 34.7 (Penalties for non Compliance).

Provider Authorised Officer

Liz Dallas
North West Independent Hospital
Church Hill House
BALLYKELLY BT49 9HS

Lizdallas@NWIH.co.uk

Trust Finance Officer

Wendy Gardiner
Costing Accountant
Finance Department
Beech Lodge, Braid Valley Hospital Site
Cushendall Road, Ballymena
(028) 2563 5392

Inpatients/Daycases and Outpatients

Megan West
General Manager
Causeway Hospital
4 Newbridge Road
COLERAINE BT52 1HS
(028) 7034 6097

Serious Adverse Incidents:

Alex Lynch
Corporate Risk Manager
Governance Department
Bush House
45 Bush Road
ANTRIM BT41 2QB
(028) 9442 4662

(paula.byrne@northerntrust.hscni.net)

Complaints:

Martine McNally
Governance Department
Bush House
45 Bush Road
ANTRIM BT41 2QB
(028) 9442 4662

(martine.mcnally@northerntrust.hscni.net)

Patient Advice & Liaison:**Inpatients/day cases**

Debbie Tannahill
Causeway Hospital
4 Newbridge Road
COLERAINE BT52 1HS
(028) 7034 6321

Outpatients

Andrea Alcorn
Causeway Hospital
4 Newbridge Road
COLERAINE BT52 1HS
(028) 7034 6292

HSCB:

IS Procurement Section, Planning & Contracts Department

Appendix 4 Summary of Responsibility for Administrative Arrangements

		Responsibility		
		Trust	Provider	Named Contact(s)
PATIENT SELECTION/ INFORMATION				
1.	Patient selection/screening			
2.	Transfer of referral letters/notes Transfer of x-rays and/or other diagnostics			
3	Provision of information to patients			
4	Provision of information to GPs			
5.	Letters of invitation			
6	Appointment arrangements (inc partial booking)			
7	Patient transport			
OUTPATIENT ASSESSMENT				
8	Provision of facilities			
9.	Outpatient assessment			
10.	Nursing care			
11	Administrative arrangements for outpatient clinics			
12	Diagnostics			
13	Assessment outcome to patient			
14	Assessment outcome to GP			
TREATMENT CONSEQUENCE				
NON SURGICAL				
15	Outpatient physiotherapy			
16	Home visit occupational therapy			
SURGICAL				
17	Booking and consent to treatment			

		Responsibility		
		Trust	Provider	Named Contact(s)
18	Provision of surgery facilities			
19	Provision of support/clinical staff			
20	Equipment provision			
21	Consumables provision			
22	Infection control			
23	Hotel services			
24	Special diets provision			
25	AHP - physiotherapy			
26	- radiology (except CT and MR)			
27	CT and MR			
28	Pharmacy			
29	ECG			
30	Pathology			
31	Prostheses supply			
32	Unrelated interventions (medical/surgery)			
33	ICU contingencies/arrangements			
34	Management information			
35	Discharge arrangements			
36	Patient transport home			
POST OPERATIVE CARE				
37	Physiotherapy/walking aids			
38	Aids to daily living			
39	Consumables (three days minimum)			
40	Take home medicines			
41	GP Letter - district nursing			
42	Case note update/return			

		Responsibility		Named Contact(s)
		Trust	Provider	
43	Follow up appointment(s) booking			
44	Other postoperative arrangements			
45	Readmission (if related to surgery)			
OTHER ADMINISTRATION				
46	DNA notification			
47	Inpatient death policy	Agreed Policy between Trust and NWIH		
48	Adherence to HPSS standards			
49	Patient questionnaire			
50	Complaints policy/Patient liaison			
51	Clinical audit			
52	Records management			

Appendix 5 :



Department of

**Health, Social Services
and Public Safety**

An Roinn

**Sláinte, Seirbhísí Sóisialta
agus Sábháilteachta Poiblí**

www.dhsspsni.gov.uk

INTEGRATED ELECTIVE ACCESS PROTOCOL
30th April 2008

DOCUMENT CONTROL				
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	Signature			
Distribution	Trust Chief Executives; Directors of Planning and Performance; Directors of Acute Care; DHSSPS			
Review Date	April 2009			

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