

Dated 28th September 2018

**AGREEMENT FOR THE PROVISION**

**OF**

**FIRST CONTACT PHYSIOTHERAPISTS**

**Between:**

**ELR GP Fed Limited**

**And**

**Jamie Bell Physiotherapy Ltd**

**And**

**Market Harborough Medical Centre**

LMC LAW LIMITED

52 High Street Harrow

8 Peterborough Road Harrow HA1 2BQ

Company Registered in England in Wales

Registration Number 08977566

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**AGREEMENT FOR THE PROVISION**

**OF**

**FIRST CONTACT PHYSIOTHERAPISTS**

**(‘Agreement’)**

This Agreement is made between the following parties:

1. **ELR GP FED LIMITED,** registered as a limited company in England and Wales, company registration number 09927787, whose registered office is situated at The Glenfield Surgery, 111 Station Road, Leicester, LE3 8GS, hereinafter referred to as the **‘Company**’;

AND

1. **JAMIE BELL PHYSIOTHERAPY LIMITED**, registered as a limited company in England and Wales, company registration number 07689416, whose registered office is situated at 10th Floor, 1 City Approach, Albert Street, Eccles, Manchester, M30 0BG, hereinafter referred to as the **‘Provider’**;

AND

1. **MARKET HARBOROUGH MEDICAL CENTRE,**  situated at Market Harborough & Bosworth Partnership, 67 Coventry Road, Market Harborough, Leicestershire, LE16 9BX, hereinafter referred to as **‘MHMC’;**

Hereinafter, collectively known as the **‘Parties**’

1. **INTRODUCTION**
   1. As part of its commitment to strengthening general practice and supporting the sustainable transformation of primary care, NHS East Leicestershire and Rutland Clinical Commissioning Group (the ‘**Commissioner**’) has provided funding to the Company to support the development of joint-working transformation plans between the GP practices in the Area. More specifically, funding has been granted to the Company for the provision of 2 Whole Time Equivalent (WTE) physiotherapists (the ‘**Physiotherapists**’) to provide the Service to patients of the Practices.
   2. The Parties will work together to deliver a six-month pilot scheme to trial the use of the Physiotherapists to improve acute on-the-day access for patients and reduce the burden on GPs in the Area.
   3. The Company will hold the funding to enable this pilot to take place for the delivery of the Service as set out in Schedule 2, within the Area.
   4. The Physiotherapists shall be provided and employed by the Provider to work at the Premises as provided by MHMC. On that basis, the Parties shall agree to deliver, provide and make available the Service (where relevant and appropriate), in accordance with the terms and conditions of this Agreement and its Schedules.
   5. MHMC shall provide a dedicated telephone number to enable the patients to access the Service.
2. **OBIGATIONS OF THE PROVIDER** 
   1. It is acknowledged that the Provider is the employer of the Physiotherapists and shall performance manage, control, and be responsible for the Physiotherapists, as reflected in the relevant contracts of employment, and the Parties shall agree as follows:-
      1. The Provider shall provide two WTE Physiotherapists and shall warrant that it has and will continue to take all reasonable steps to ensure that the Physiotherapists are appropriately qualified and competent to provide the Service and that they shall have the appropriate regulatory and necessary registrations to be able to fulfil their responsibilities under their respective contracts of employment. For the avoidance of doubt, the Provider shall ensure that the contracts of employment shall contain obligations as appropriate in line with the delivery as required by this Agreement;
      2. The Physiotherapists shall be made available to the patients of the Practices at the Premises, in accordance with the sessions and times as set out in Schedule 3 herein;
      3. Whilst attending the Premises, the Physiotherapists shall report and shall be responsible to Dan Markovic (DM). DM shall make the Physiotherapists aware of all policies and procedures applicable to MHMC, including without limitation, those in relation to patient confidentiality, data sharing, and health and safety requirements and, where necessary, any other matter thought to be appropriate. The Provider, under any contracts of employment, shall procure that the Physiotherapists will agree to be bound by all such policies and procedures;
      4. DM shall immediately report any issue of concern, including without limitation; any breach of any applicable practice policy and procedure, any matter which may reasonably give rise to disciplinary action and/or any matter which may reasonably give rise to a grievance being raised by or against any physiotherapist, to the Provider;
      5. In the event of any disciplinary action arising in respect of the Physiotherapists, this shall be conducted by the Provider in accordance with the disciplinary procedure set out in the contracts of employment, with such assistance and/or input as may reasonably be required by MHMC. The Provider may, at its discretion, consult with MHMC prior to taking any form of disciplinary action and/or terminating any contract of employment (including by reason of redundancy);
      6. In the event of the termination of any contract of employment of any Physiotherapist, should any legal proceedings be issued against the Provider as the employer, then the Provider shall meet any legal or other costs arising and/or any compensation or damages awarded by a court or Employment Tribunal. For the avoidance of doubt, the Provider shall have the right to conduct the defence of any litigation, including settlement of the same, on such terms that it considers reasonable. During the defence of any litigation, the Provider may, at its discretion, consult with any Party who, if required, shall cooperate fully with any request made**;**
      7. Should any legal proceedings be issued against MHMC by any employee of MHMC, as a result of any act or omission of any Physiotherapist, then the Provider shall meet any legal or other costs arising and/or any compensation or damages awarded by a court or employment tribunal or otherwise agreed;
      8. In the event of any Physiotherapist raising a grievance in relation to any matter arising from or out of their contract of employment, including without limitation the provision of the Service under this Agreement, the grievance must be raised with the Provider in accordance with the grievance procedure set out in the contract of employment. The Provider may, at its absolute discretion, consult with any relevant Party prior to arriving at any decision in relation to the grievance;
      9. Should any legal proceedings be issued against the Provider by any Physiotherapist as a result of any act or omission by any employee employed by MHMC or by any act or omission (howsoever arising) by MHMC, then any legal or other costs, including but not limited to; any compensation or damages awarded by a court or employment tribunal or otherwise agreed, shall be met by MHMC;
      10. In the event of any Physiotherapist being unable to perform the Service on account of absence due to injury, ill health, and/or any other reason, the relevant Physiotherapist shall promptly notify the Provider, in accordance with the terms of their contract of employment, who shall then promptly notify the Company and MHMC;
      11. In the event of such absence as above, the Provider shall provide a replacement Physiotherapist at the same costs and on the same basis as provided for under this Agreement. In the event that the Provider is unable to provide a suitable replacement, then the Provider shall not be entitled to any costs, or on-going costs associated with such absence;
      12. In the event of any Physiotherapist requesting annual or any other leave pursuant to the relevant contract of employment, the Provider shall promptly notify MHMC and the Company and shall seek to agree the request with them, but in any event shall ensure provision of a suitable replacement before the annual leave is granted;
      13. The Provider shall agree to provide details to the Company of any individual (the ‘**Administrator**’), who shall at all times liaise between the Provider and the Company to facilitate the administration and provision of this Agreement and the Service, including any process for patients to access the Service.
      14. The Provider shall be subject to the Key Performance Indicators (KPIs), as set out in Schedule 6, and agrees to provide the information listed in the Contract Checklist, as set out in Schedule 7, and to ensure the same is delivered to the Company prior to the date of this Agreement.
3. **OBLIGATIONS OF MHMC**
   1. MHMC shall agree to provide the following:
      1. Dedicated rooms situated at the Premises (the Premises to be appropriately CQC registered);
      2. Receptionists and administrators who are appropriately trained to coordinate the Service and ensure that appointments are properly booked and patients either calling in or attending the premises for appointments are adequately catered for;
      3. To ensure that the receptionists and/or administrators are of a standard to ensure the smooth and efficient running of the Service;
      4. If, for whatever reason, including sickness, any receptionist/administrator or any other member of staff of MHMC involved in the provision of Service under this Agreement are unable to fulfil any duties then MHMC shall use all best endeavours to put into place an adequate replacement;
      5. In the event that MHMC is aware, or becomes aware, of any issue, howsoever arising (including but not limited to; sickness, absence, or incapacity), which may or will have an impact on the delivery of the Service at the Premises, such impact which could result in any Party being placed in breach, or potential breach, of this Agreement, then MHMC shall:
         1. Use all best endeavours to eliminate or mitigate any impact on the Service;
         2. Inform the Company as soon as practicable with a view to collaborating with the Company to eliminate any impact on the Service or to put suitable alternative arrangements in place;
      6. MHMC will grant the Physiotherapists access to MHMC’s EMIS Web clinical system to enter details of any patient consultation. MHMC’s administrative staff shall, via NHS mail, securely email a PDF file copy of the consultation which the patient’s Practice may upload onto the patient’s record on the relevant Practice’s clinical system;
      7. MHMC shall provide consumables to the Physiotherapists whilst providing the Service at the Premises. Consumables shall include, but shall not be limited to, EMIS Web access, stationery to include pens, pencils, notebook, and stapler, access to a scanner, printer and fax machine, and any standard clinical items. The provision of consumables shall be reviewed by the Parties on a regular basis and, should the costs prove to be unreasonable, the Parties agree that the provision of consumables will be reviewed.
      8. MHMC shall ensure that the patient is registered as a NHS patient in order to be eligible to receive the Service and the Service is appropriate for the Patient to receive.
4. **COSTS AND FUNDING**
   1. The Company shall remunerate the Provider and MHMC (via funding received from the Commissioner), for the provision of the relevant Service in accordance with Schedule 4 herein.
   2. Further to Clause 4.1 above, the Parties agree that the Company shall receive a contribution towards the management costs incurred by the Company in relation to the Service. Such contribution shall be deducted from any funding received by the Company.
   3. Any employment costs shall be the sole responsibility of the Provider and shall include but shall not be limited to; basic salary, tax and national insurance contributions, and any other contractual benefit in kind, as set out in the relevant contracts of employment, including but not limited to; holiday leave, sick leave, any training/education, redundancy costs, and more specifically, any subsequent increases in salary and/or benefits.
   4. For the avoidance of doubt, the Parties agree that the Company and MHMC shall not be responsible for payment of any increases in salary or benefits of the Physiotherapists and that the funding as agreed herein, and specifically at Schedule 4, is the only agreed payment for the provision of the Physiotherapists and any replacement as and when necessary.
5. **INVOICING AND PAYMENT**
   1. Payment terms are attached at Schedule 4 herein. For the avoidance of doubt, any payment terms shall include and be subject to the terms of this Clause 5 and Schedule 4.
   2. The Company shall at all times be responsible for delivering the obligations and financial requirements as set out under this Agreement.
   3. Payments made to the Provider and MHMC by the Company under Schedule 4 shall be accepted by the Provider and MHMC in full satisfaction of the Service as set out in this Agreement.
   4. Where there is a dispute over any payments set out in this Clause, then the Parties, or any number of them, shall make every attempt to resolve the same at first instance between them. Any failure to resolve such dispute shall be dealt with under the dispute resolution process as set out in Schedule 5.
   5. No Party to this Agreement shall take any action against each other in respect of any issue arising out of this Agreement without first exhausting the process as set out herein.
6. **INDEMNITY AND LIABILITY**
   1. The Provider, as the employer of the Physiotherapists, shall indemnify, in full, the Company and MHMC, for any loss or damage caused by any Physiotherapist, which is directly caused by any negligent act or omission by any Physiotherapist in the provision of the Service under this Agreement. In the event of any such loss or damage arising at the Premises, MHMC shall notify the Provider and shall provide all such information as the Provider may reasonably require. The Provider confirms that it has appropriate insurance in place covering any such loss or damage including, but not limited to, Employers Liability insurance and Public Liability insurance.
   2. MHMC shall indemnify the Provider, as the employer of the Physiotherapists, for any loss or damage caused to the Provider in respect of any issue in relation to the provision of any Physiotherapists under this Agreement or the Service, which is directly caused by any act or omission by MHMC. For the avoidance of doubt, this shall include any act or omission of any employee, agent, representative or contractor of MHMC. In the event of any such loss or damage, or any issue or potential issue (howsoever arising) caused by any act or omission as above, the relevant Parties shall liaise with one another and shall provide each other with any and all such information as reasonably required.
   3. The Parties shall ensure that they each have appropriate indemnity cover in place, including but not limited to, any employment indemnity, and shall each notify their respective insurers of this Agreement and on request of the Company the Parties shall provide written evidence of the same. The Parties further agree to act in accordance with their respective insurance policies.
   4. Each Party shall ensure that any employee/agent and/or representative of it is fully appraised where appropriate of any obligations as set out in this Agreement and its Schedules and shall use all best endeavours to ensure that those obligations are applied accordingly.
   5. Where the Commissioner considers that there has been a breach of the terms of the funding for the provision of the Service, and either raises the issue informally or formally with the Company, the Company shall inform relevant Parties of the same and the relevant Parties (where necessary) shall use all best endeavours to remedy any breach. Any costs associated with any breach (howsoever arising) shall be assessed by the Company and attributed accordingly to those Parties who have directly or indirectly (in the opinion of the Company) caused the breach.
7. **RESTRICTIONS**
   1. No Party to this Agreement shall, during the time he is a Party to this Agreement and 12 months thereafter, solicit or entice away from the Provider any Physiotherapist, unless otherwise agreed by the Parties.
8. **DISPUTES AND MANAGEMENT**
   1. The Parties agree that in the event of any dispute in respect of the Service, this Agreement and any other issue relating to the deployment of the Physiotherapists, then they shall form a management board comprising of one representative from each Party to resolve any such issue and/or dispute or other matters relating to the Service.
   2. In the event of a dispute arising between any Party relating to the Physiotherapists and/or any matter arising from or out of this Agreement, the Parties, via the management board, agree to co-operate with a view to resolving any such dispute in an amicable and timely manner.
   3. Should resolution not prove possible, the matter shall promptly be referred to dispute resolution, in accordance with the process as set out in Schedule 5.
9. **GOVERNANCE**
   1. Each Party is an individual organisation with its own individual governance arrangements. Where possible, and without any prejudice to any other terms of this Agreement, the Parties agree to work together to integrate any governance and ensure that management and administration matters are co-ordinated as best possible.
   2. For the avoidance of doubt, the Provider and MHMC shall liaise with the Company, where necessary, in respect of the delivery and management of the Service in order that the Parties can ensure an integrated approach.
   3. Where there are any patient safety incidents or information governance breaches, the Parties shall work together to ensure that they work collectively and that any information relating to any breach is shared for the purposes of any investigations or remedial plans.
   4. Each Party shall have their own complaints procedure and in the event of a complaint during the course of this Agreement, the relevant Party(ies) together with the Company, shall ensure that they work together to manage that complaint and support each other in any response to ensure proper coordination.
   5. For the avoidance of doubt, the Company shall be obliged to consider any complaint when it arises to ascertain whether the complaint relates to the Service under this Agreement and the Company shall only be obliged to deal with the complaint if it relates to the Service during a time when this Agreement is applicable.
10. **COMMENCEMENT, TERM OF AGREEMENT AND TERMINATION**
    1. This Agreement shall commence from the Effective Date and shall remain in force until 31st March 2019.
    2. This Agreement may be extended until 30th September 2019 and, in this event, will be confirmed to all Parties by the Company no later than 31st January 2019.
    3. This Agreement may be terminated by any Party giving at least two months’ notice in writing.
    4. In the event of a material breach of this Agreement by the Provider, the Company shall have the right to terminate this Agreement without notice. Material breach includes but is not limited to:-
       1. failure to perform the Service in accordance with this Agreement;
       2. failure to adhere to any information governance requirements;
       3. any action or inaction resulting in a serious incident or event giving rise to a remedial or breach notice being issued by the Company.
    5. In the event that the Company fails to make payment to the Provider in accordance with the terms of any invoice, then the Provider shall invoke the dispute resolution process, as set out in Schedule 5, in order to resolve any issue.
11. **CONFIDENTIALITY**
    1. In this Clause, Confidential Information means any information (however recorded or preserved) which:
       1. any Party may have or acquire (whether before or after the date of this Agreement) in relation to the business, assets or affairs, of any Party; or,
       2. any Party may have or acquire (whether before or after the date of this Agreement) in relation to the business, assets or affairs, of any Party as a consequence of the negotiations relating to this Agreement or any other agreement or document referred to in this Agreement or the performance of this Agreement or any other agreement or document referred to in this Agreement; or,
       3. relates to the contents of this Agreement (or any agreement or arrangement entered into pursuant to this Agreement).
    2. Confidential Information shall no longer be confidential when the following applies:
       1. it is or becomes generally available to the public (other than as a result of its disclosure in breach of this Agreement); or,
       2. a Party can establish to the reasonable satisfaction of the other Party(ies) entitled to the benefit of the obligation of confidentiality that it found out the information from a person not connected with such other Party(ies) and that such person is not under any obligation of confidence in respect of the information; or,
       3. a Party can establish to the reasonable satisfaction of the other Party(ies) entitled to the benefit of obligation of confidentiality that the information was known to the first Party before the date of this Agreement and that it was not under any obligation of confidence in respect of the information; or,
       4. The relevant Party(ies) agree in writing that it is not confidential.
    3. Each Party shall at all times keep confidential (and use all reasonable endeavours to ensure that its employees, agents, subsidiaries, and the employees and agents of such subsidiaries, and each Party, shall keep confidential) any Confidential Information and shall not use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement, and shall not disclose such Confidential Information except:
       1. to a Party’s professional advisors where such disclosure is for a purpose related to the operation of this Agreement; or,
       2. with the written consent of such of the Parties or the Party that the information relates to; or,
       3. as may be required by law or by the rules of any recognised stock exchange, or governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party(ies) as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause, it takes into account the reasonable requests of the other Party(ies) in relation to the content of such disclosure; or,
       4. a Party may, provided it has reasonable grounds to believe that the other Party(ies) is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other Party(ies) of such disclosure; or,
       5. to any tax authority to the extent reasonably required for the purposes of the tax affairs of the Party concerned or any member of its group.
    4. Each Party shall inform (and shall use all reasonable endeavours to procure that any subsidiary and each Party shall inform) any officer, employee, or agent or any professional advisor advising it in relation to the matters referred to in this Agreement, or to whom it provides Confidential Information, that such information is confidential and shall require them:
       1. To keep it confidential; and,
       2. Not to disclose it to any third party (other than those persons to whom it has already been disclosed in accordance with the terms of this Agreement).
    5. On termination of this Agreement, each Party shall (and shall use all reasonable endeavours to procure that its subsidiaries, and its officers and employees and those of its subsidiaries and each Party shall):
       1. return to the other Party(ies) all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other Party’s Confidential Information; and,
       2. erase all the other Party(ies) Confidential Information from the computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically practicable),

provided that a recipient party (and/or the Parties, as the case may be) may retain documents and materials containing, reflecting, incorporating, or based on the any other Party’s Confidential Information to the extent required by law or any applicable governmental or regulatory authority.

* 1. The provisions of this Clause 11 shall continue to apply after termination of this Agreement for any cause.

1. **DATA PROTECTION AND PRIVACY**
   1. In accordance with the General Data Protection Regulation 2016 (GDPR) and the Data Protection Act 2018, the Company shall ensure that any personal data (including sensitive data or special category data, as defined under GDPR and the Data Protection Act 2018) relating to any patient shall be processed, held or utilised where necessary and reasonable in relation to the performance of the Service only, the conduct of the Parties business, and in compliance with the relevant law.
   2. The Parties shall use all best endeavours to ensure that they inform each relevant Party of any changes to that Party’s personal data, including contact details.
2. **WAIVER DELAY OR FAILURE TO EXERCISE RIGHTS**
   1. The failure or delay to exercise any right under this Agreement or to enforce any one or more of the terms and conditions of this Agreement shall not be construed as a waiver of any of them or, the right to exercise any of the rights or conditions of this Agreement.
3. **SEVERANCE**
   1. If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable by any court, tribunal or other competent authority, such term shall to the extent required be deemed to be deleted from this Agreement and shall not affect the validity, lawfulness or enforceability of the remainder of the terms of this Agreement.
4. **THIRD PARTY RIGHTS**
   1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
5. **GOVERNING LAW**
   1. This Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English Courts.
6. **ENTIRE AGREEMENT**
   1. The Parties agree that this Agreement and its Schedules, constitutes the whole agreement governing the contractual relationship between the Parties and shall not be varied or amended unless in writing and agreed and signed by all Parties.
   2. This Agreement is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.
7. **DEFINITIONS AND RECITALS**
   1. In this Agreement, the following words and definitions shall have the following meanings:-

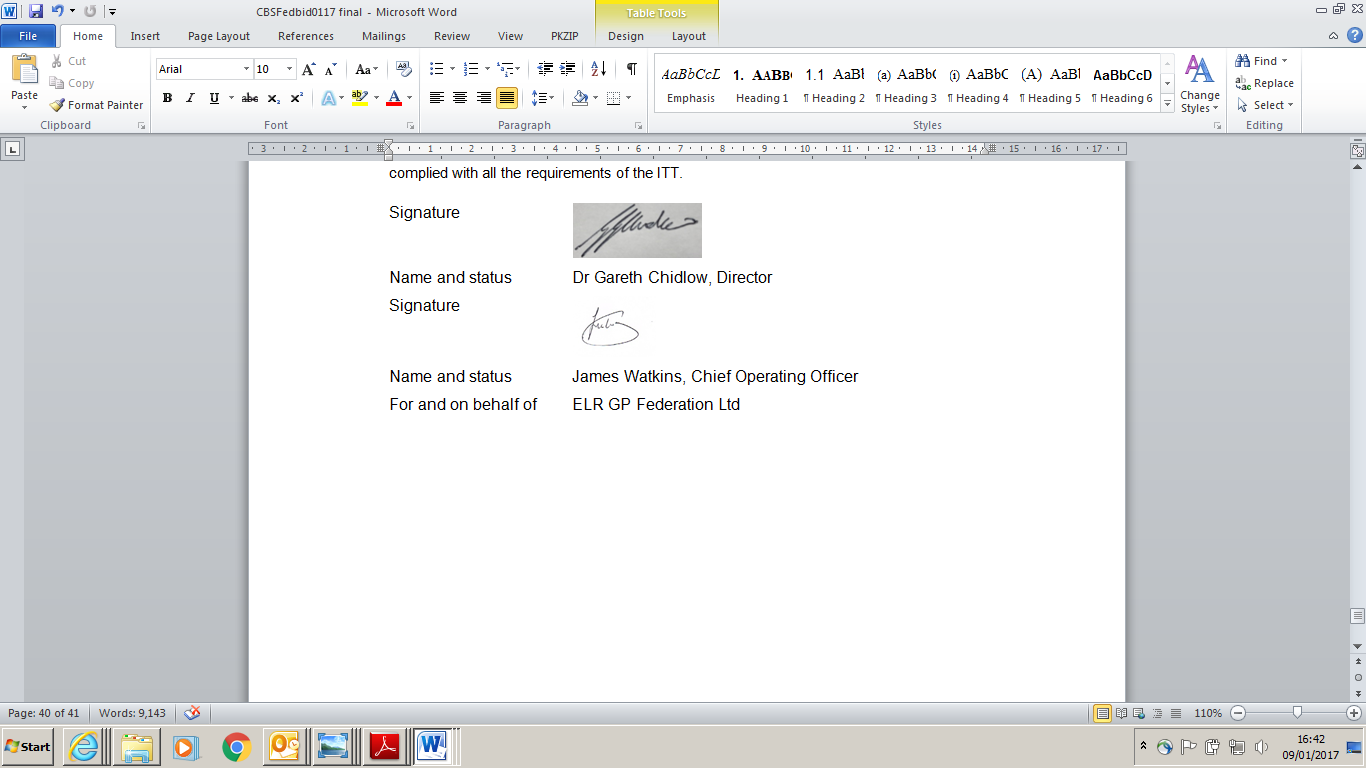
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| --- | --- |
| ‘**Area**’ means: | The locality area, as defined by the Commissioner, known as Harborough locality |
| ‘**Commissioner**’ means: | As per the definition set out in Clause 1.1 of this Agreement |
| ‘**Effective Date**’ means: | 1st October 2018 |
| ‘**Practices**’ means: | The practices as listed at Schedule 1 |
| ‘**Premises**’ means: | St Luke’s Treatment Centre, 33 Leicester Road  Market Harborough LE16 7BN |
| ‘**Service**’ means: | The service as set out at Schedule 2 |

* 1. Reference to any statute or statutory provision includes a reference to the same as from time to time amended, re-enacted or consolidated (whether before or after the date of this Agreement) and all statutory instruments or orders made pursuant to it.
  2. The contents page and headings are included for ease of reference only and do not affect the interpretation of this Agreement.
  3. Where the context so admits words importing the masculine gender shall include the feminine, words importing the singular number shall include the plural, and words importing the plural shall include the singular.
  4. References to Clauses and Schedules are unless otherwise stated, references to Clauses in and Schedules to this Agreement.

Dated this 28th day of September 2018

Signed by: J Watkins, Chief Operating Officer

on behalf of **the Company**

Signature: 

Dated this 28th.day of September 2018

Signed by: Jamie Bell (Commercial Director)

on behalf of **The Provider (Jamie Bell Physiotherapy Ltd)**

Signature: 

Dated this 28th day of September 2018

Signed by: Dan Markovic

on behalf of **MHMC**

Signature: *D Markovic*

**SCHEDULE 1**

**Practices**

(1) Husbands Bosworth Medical Centre, 1 Marsh Drive, Husbands Bosworth, Leicestershire LE17 6PU;

(2) Market Harborough Medical Centre, 67 Coventry Road, Market Harborough LE16 9BX;

(3) Kibworth Medical Centre, Smeeton Rd, Kibworth, Leicestershire LE8 0LG;

(4) Billesdon Surgery, 4 Market Rd, Billesdon, Leicestershire LE7 9AJ;

(5) Two Shires Medical Practice, Torch Way, Market Harborough, Leicestershire LE16 9HL

**SCHEDULE 2**

**The Services**

Service Specification – First Contact Practitioner

**Commencement Date**

Monday 1st October 2018

**End date**

Friday 29th March 2019

Based on the performance of the service, the commissioner may indicate a willingness for it to be extended beyond 1st April 2019. An extension of this contract may be sought to enable the completion of the procurement process. The incumbent provider will be able to submit a tender. It is envisaged that a decision will made in January 2019.

The contract will be with East Leicestershire and Rutland GP Federation. The day to day management of the service will be undertaken by Market Harborough Medical Centre.

**Location**

St Luke’s Treatment Centre, Market Harborough, with the potential to be based at additional locations in the locality, subject to prior discussions and agreement with the provider.

**GP Practices covered**

Market Harborough Medical Centre

Husbands Bosworth Medical Centre

Kibworth Medical Centre

Two Shires Medical Centre

Billesdon Surgery

The total number of registered patients is circa 61,000.

**Days/ Hours of operation**

Monday to Fridays, excluding Bank Holidays.

**Staffing**

2.00 whole time equivalent: 8.30am to 5.00pm

Face-to-face consultations – morning (initially 20 minutes in length, with a view to reducing to 15 minutes) from 8.30am to 12.30pm inclusive.

Face-to-face consultations – afternoon (initially 20 minutes in length, with a view to reducing to 15 minutes) from 1.30pm to 5.30pm inclusive.

The provider will ensure that the appropriate indemnity and DBS checks are in place. The staff will need to have completed the appropriate safeguarding training, and they will need to comply with the requirements for reporting serious incidents which may have exposed patients to harm or compromised clinical safety.

The provider will have robust procedures in place in order to ensure that any absence is covered at all times. The provider will offer the appropriate training and development for their staff, as well as performance management.

Staff will be expected to attend multidisciplinary meetings to discuss cases and share learning, as well as linking with the lead GP for this service.

**Referral process**

From 8.00am until 5.00pm (Monday to Fridays, excluding Bank Holidays), patients from any of the five practices will ring a direct telephone number for the service, which will be based at either the Market Harborough Medical Centre or the St Luke’s Treatment Centre.

The reception staff will determine which patients are suitable to see the physiotherapist (based on a guidance list produced by the provider, detailing inclusions and exclusions) and will make the appointment on the EMIS Web clinical system.

**Consultation**

The physiotherapist will call the patient from the waiting area, and will utilise the template in EMIS Web for the consultation.

*History-taking*

The physiotherapist will conduct a clinical assessment to characterise the problem and its impact, so as to develop a differential diagnosis that will ensure the most effective management.

The history will be taken from the patient, gathering information on the nature of the individual’s symptoms, their activities, any injuries, falls, multimorbidity or other determinants of health and the characteristics of MSK conditions.

The patient’s perceptions, ideas or beliefs about their symptoms and condition will be appraised. The information will be critically appraised, taking account of the potential for MSK symptoms to be features of non-MSK conditions, indicative of serious pathology, compounded by psychological and mental health factors, and affected by lifestyle factors (including smoking, alcohol and drug misuse).

Record the information gathered through taking the patient’s history concisely and accurately for clinical management, and in compliance with local protocols, legal and professional requirements.

*Physical Assessment*

Appropriately obtain the patient’s consent to physical examination and maintain their privacy, dignity and comfort, complying with infection prevention and control procedures.

Adapt the practice to meet the needs of different groups and individuals (including those with particular needs such as cognitive impairment or learning disabilities), working with chaperones where appropriate.

Undertake observational and functional assessments of the patient relevant to their presenting condition to identify and characterise any abnormality.

Apply a range of physical assessment techniques appropriately, systematically and effectively, informed by an understanding of the techniques’ respective validity, reliability, specificity and sensitivity and the implications of these limitations within an assessment.

Identify, analyse and interpret potentially significant information from the physical assessment (including any ambiguities).

Record the information gathered through assessments concisely and accurately, for clinical management and in compliance with local protocols, legal and professional requirements.

*Investigations and diagnosis*

Identify potential serious pathology and make the registered GP aware.

Diagnose common problems that can usually be managed at first point of contact.

Recognise how MSK conditions and their impact can interact with mental health, and identify when this is relevant.

Understand how MSK problems may be a manifestation of injury not only from trauma but also abuse, recognising particular at-risk groups (such as older people with frailty and those with cognitive impairment) and take appropriate action when there are grounds for concern.

Investigate appropriate investigative tests to aid diagnosis and assessment.

*Prevention and lifestyle interventions*

Appraise the impact that a range of social, economic and environmental factors can have on outcomes for individuals with MSK conditions, their carers and their circles of support.

Recognise and promote the importance of social networks and communities for individuals and their carers in managing an MSK condition.

Promote the importance of physical activity for MSK health and advise on what people with MSK conditions can and should do.

Promote the importance of diet and nutrition on MSK health (for example, adequate vitamin D for good bone health).

Advise on the effects of injuries on MSK health and conditions.

Advise on the effects of smoking, obesity and inactivity on MSK health and conditions and, where appropriate, promote change or refer to relevant services.

Advise individuals living with frailty and their carers how to adapt the physical environment to promote independence, orientation and safety.

Use interactions to encourage changes in behaviour that can have a positive impact on the health and wellbeing of individuals, communities and populations.

Facilitate behaviour change using evidence-based approaches that support self-management.

Work collaboratively across agencies and boundaries to improve MSK related health outcomes and reduce health inequalities.

*Self-management and behaviour change*

Support individuals to self-manage and fulfil their role in their management plan, and where appropriate use principles of behaviour change theory and patient activation, to optimise their physical activity, mobility, fulfilment of personal goals and independence relevant to their MSK condition.

Recognise that MSK conditions are often coupled with mental health issues, frailty, multimorbidity or other determinants of health.

Identify risk factors for the persistence and impact of MSK conditions and help individuals manage the psycho-social implications of their condition.

Advise individuals on the effects of their MSK condition and their response to it, including the causal links between absence from work, prolonged absence, reduced return to work and subsequent loss of employment.

Advise on sources of relevant local or national self-help guidance, information and support including coaching.

*Pharmacotherapy*

Understand the role of common medications used in managing MSK conditions, including analgesics, non-steroidal anti-inflammatory drugs, corticosteroids, drugs used in treating individuals with metabolic bone diseases, gout, inflammatory arthritis, and in the management of people with persistent pain.

Apply their understanding of the most common medications used in MSK and pain disorders to advise individuals on the medicines management of their MSK problem, the expected benefits and limitations.

Refer for advice about pharmacotherapy and the issuing of a prescription to the onsite GP.

*Collaborative working*

Practice within their professional and personal scope of practice and access specialist advice or support for the individual or for themselves when appropriate.

Engage in effective inter-professional communication and collaboration to optimise the integrated management of the individual with an MSK condition.

Advise on local non-clinical services that individuals and their carers may benefit from accessing to help manage an MSK condition and its impact, including those relating to employment, voluntary activities, counselling services and leisure facilities.

Know and be able to draw on the expertise of all members of the multi-disciplinary team and social support to meet the patient’s best interests and optimise the integration of their care.

Contribute effectively to multi-disciplinary team activity (including service delivery processes and learning and development).

Participate as an effective team member and understand the importance of effective team dynamics.

Make appropriate referrals using appropriate documentation to other health and care professionals and agencies when this is in the patient’s best interests.

*Evidence-based practice and service development*

Critically apply national guidance and other best available evidence on MSK care and service delivery, identifying where local modifications may be required.

Monitor and evaluate practice and its outcomes, including through data collection and analysis to assure and improve the quality of care, service delivery and address health inequalities.

Act appropriately when service deficiencies are identified (for example, frequent long waiting times) that have the potential to affect the effective management of the patient’s care and condition, including by taking corrective action, where needed.

Plan, engage in and record learning and development relevant to their role and in fulfilment of professional, regulatory and employment requirements.

Engage in reflective practice and clinical supervision as an integral part of their professional development and to inform service development and quality improvement with reference to local needs.

**Benefits**

***For patients****:*

* Quick access to expert MSK assessment, diagnosis, treatment and advice
* Prevention of short-term problems becoming long-term conditions
* Improved patient experience
* A shorter pathway, so patients have fewer appointments to attend
* Simple logistics, so patients are less likely to miss appointments, or to suffer administrative errors
* Opportunity to gain lifestyle/ physical activity advice
* Longer appointment times, meaning patients feel listened to, cared for and reassured

**For clinicians**

* Release of time through re-allocating appointments
* Reduced prescription costs
* In-house MSK expertise gained
* Increased clinical leadership and service development capacity
* Support in meeting practice targets

**For physiotherapists**

* Professionally stimulating and rewarding role and use of their professional knowledge and skills, including through stronger links with the multi-disciplinary team
* Opportunities to develop and make use of their scope of practice and skills, including through stronger links with the multi-disciplinary team
* Opportunities to develop experience, learning and skills in service development, quality improvement and implementation science.

**Key Performance Indicators (to be agreed with the successful applicant)**

* Efficiency of access to the service
* Waiting time for patient to be called to be no longer than 10 minutes after their scheduled time
* DNA rate
* Referral for further investigation
* Exercise/ self-management advice/ prescription
* Adverse event recording
* Patient satisfaction survey
* GP survey

**SCHEDULE 3**

**Physiotherapists - Sessions and Times**

Monday to Friday, excluding bank holidays

0830 – 1230

1330 - 1730

20 minute appointments

**SCHEDULE 4**

**Payment Terms**

1. The Provider and MHMC shall invoice the Company on a monthly basis for any sums due under this Agreement.
2. For the avoidance of doubt, the Provider shall invoice the Company at the rate of £4,500 per month per one WTE physiotherapist and each invoice shall reflect the number of physiotherapists that were in post during each month.
3. Each invoice shall contain such information and be addressed to the Company as required and as based on the information contained within this Schedule and this Agreement.
4. The Company shall pay each undisputed invoice received in accordance with this Schedule, within thirty (30) days of receipt of such invoice at the latest. However, the Company shall use all reasonable endeavours to pay such undisputed invoices sooner, where possible.
5. Where the Company raises a query with the Provider and/or MHMC in respect of an invoice, the relevant parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query being raised. If the parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with Schedule 5. Furthermore, in the event that the dispute is resolved in favour of the Provider and/or MHMC, then any sums due and owing from the Company shall be subject to interest payable at 2% above the Bank of England base rate, as amended from time to time.

**SCHEDULE 5**

**Dispute Resolution**

1. The Parties as set out in this Agreement shall agree that in the event of a dispute between some or all of them, they shall use all best endeavours to resolve the dispute amicably. Such resolution shall take place within 7 days of the Company being notified of the dispute, after which an appeal panel shall be constituted comprising of the following representatives:

a. One LMC representative;

b. One representative from each party who shall hold a senior/managerial role within their respective organisations;

c. One Independent representative, who shall be either a clinician or manager, as agreed by both parties.

2. The panel shall meet within a timeframe of 4 weeks and shall hear the dispute from both parties by way of oral and/or documentary evidence. The panel shall make its recommendations within 2 weeks of hearing the dispute and the parties to the dispute shall be informed of the decision forthwith.

3. Failing an amicable resolution of the dispute, the parties to the dispute shall agree to resolve the dispute by way of mediation, through a single mediator, to be appointed by agreement. The costs are to be borne by the parties to the dispute.

4. In the event that mediation still fails to resolve the dispute in question, then the parties to the dispute agree that they shall promptly refer the dispute to an independent arbitrator of their joint choosing, whose decision shall be final and binding on the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 (save for where expressly modified by the arbitrator) and the juridical seat of the arbitration shall be England. The costs of the arbitrator shall be borne equally between the parties to the dispute.

5. In the event of the parties failing to agree on a choice of arbitrator, then the matter shall be promptly referred, either or jointly, by both parties to the chairman of the Local Medical Committee whose decision as to the choice of arbitrator shall be final and binding on the parties.

**SCHEDULE 6**

**KPIs**



**SCHEDULE 7**

**Contract Checklist**

|  |  |  |
| --- | --- | --- |
| **ID** | **Document** | **Embed doc** |
| 1 | Details of CQC registration (if applicable) |  |
| 2 | Copies of the insurances for delivering this service |  |
| 3 | Serious Untoward Incident/Never Event Policy and Procedures |  |
| 4 | Health and Safety Policy and Procedures |  |
| 5 | Data Protection Policy and Procedures |  |
| 6 | Clinical Governance and Audit Policy – plus Pathways and Procedures |  |
| 7 | Children and Vulnerable Adult Policy |  |
| 8 | Whistle Blowing Policy and Procedures |  |
| 9 | Complaints Policy and Procedures |  |