**AGREEMENT FOR THE PROVISION OF RESPONSIBLE OFFICER SERVICES INCLUDING APPRAISAL OF MEDICAL STAFF**

This **Agreement** is made with effect from 1st December 2012 (the “**Effective Date**”)

**BETWEEN:** (the “**Commissioner**”)

**AND:**  (the “**Provider**”)

together referred to as the “**Parties**” or individually a “**Party**”.

**Term.** This Agreement will commence on the Effective Date and will continue until 30th November 2015, unless extended by the Commissioner on giving the Provider not less than 1 one month’s written notice prior to XXXXX or terminated in accordance with clause 8 of the Conditions **(“the Term”)**.

**Services.** The Services to be provided by the Provider to the Commissioner shall be as set out in Schedule 1**(“the Services”)**.

**Entire Agreement.** This Agreement comprises;

1. this signature page
2. the attached Conditions
3. Schedule 1 - Services and Nominated Officers
4. Schedule 2 - Services Fee
5. Schedule 3 – Quality Control and Monitoring Procedures
6. Schedule 4 - Specification

Which in the event of any conflict shall take precedence in the order in which they appear above. The Agreement, effected by the signatures of the Parties below, constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations or understandings whether written or oral. This Agreement may only by amended in writing in accordance with clause 3 of the Conditions.

Signed on behalf of **Commissioner** Signed on behalf of **Provider**

Name: Name:

Title: Title:

## CONDITIONS

## 1 DEFINITIONS AND INTERPRETATIONS

In this Agreement save where otherwise specifically defined in this Agreement or the context otherwise requires, the following expressions shall have the following meanings:-

“Nominated Officers” shall mean the identified representatives or their deputies of the Commissioner and the Provider, as set out in Schedule 1.

“Quality Control and Monitoring Procedures” shall mean the procedures as set out in Schedule 3.

“Services Fee” shall mean the fee payable to the Provider by the Commissioner under the Agreement for the full and proper performance by the Provider of the Services, as set out in Schedule 2.

“Specification” shall mean the specification for Services including quality and quantity of services as set out in Schedule 4.

## 2 PERFORMANCE OF SERVICE

During the Term, the Provider shall perform the Services in accordance with these Conditions.

## 3. VARIATION

In the event that either Party requires a change to the Specification and/or the terms of this Agreement, that Party shall immediately inform the other Party in writing. Such change(s) shall not come into effect until a written acceptance of the proposed change(s), detailing any consequential amendments, is signed by both Parties Nominated Officers.

## 4 PAYMENT

The Commissioner shall pay the Provider the agreed Services Fee in equal instalments on the 15th of each month in accordance with Schedule 2 hereof.

Any non-recurrent variations to the service specification will be invoiced separately and should be paid in accordance with stated payment terms.

## 5 PERFORMANCE MONITORING AND QUALITY OF SERVICE

Performance monitoring and quality control procedures will be maintained in accordance with schedule 3 of this agreement.

## 6 FORCE MAJEURE

Neither Party shall be in breach of any obligation under this Agreement if it is unable to perform that obligation in whole or in part by reason of an event of “Force Majeure” including by way of illustration only and not exclusively; any act of God fire act of government or state war or civil commotion insurrection embargo prevention from or hindrance from obtaining raw materials energy or other supplies and any other reason beyond either Party’s control.

If either Party seeks to rely on this clause 6, it shall immediately give notice to the other with full particulars of the act or matter claimed as a Force Majeure event. The Party so affected shall take all reasonable steps to remedy the failure to perform and to keep the other Party informed of the steps being taken to mitigate the effects of the Force Majeure.

## 7 DISPUTE RESOLUTION

Both Parties accept that it would be in their best interests for any disagreement to be resolved locally, firstly by the Parties Nominated Representatives or, failing agreement, by the Parties Chief Executive Officers (or their nominated deputies).

## 8 TERMINATION

The Agreement may be terminated in the following circumstances:

1. By either Party during the Term giving the other 6 (six) months prior notice.
2. By either Party with immediate effect if the other Party is in breach of any of its obligations under this Agreement and, if the breach is capable of remedy, the other Party has failed to remedy or take substantive steps to remedy such breach within 13 (thirteen) weeks of receipt of notice to do so.

(c) By either Party giving the other 30 (thirty) days written notice if prevented from performing its obligations under this Agreement due to an event of Force Majeure lasting for more than 3 (three) months.

## 9 CONFIDENTIALITY

Both Parties shall ensure that:

(a) Employees comply with their requirements on confidentiality which necessitates that any information coming into the hands of either Party or their employees of a confidential nature, including individuals’ records, shall not be divulged to any unauthorised person or persons.

(b) Satisfactory systems exist to ensure that unauthorised persons do not obtain such confidential information.

(c) Strict adherence to the NHS Code of Practice on Confidentiality is maintained.

## 10 OBLIGATIONS & INDEMNITIES

The Commissioner shall provide all equipment required and will ensure that all accommodation/equipment used by Provider’s staff is suitable for purpose and operationally capable and meets all applicable regulations and statutes, including Health and Safety requirements and shall advise the Provider’s staff of all safety and security regulations applicable to the site. The Provider will advise the Commissioner of any additional resource or equipment needs as the service develops and the Commissioner will be responsible for providing such resources and/or equipment.

The Provider’s staff shall observe all safety and security procedures applicable to the Commissioner’s site. The Commissioner may request the immediate withdrawal of any personnel who fail to observe such procedures.

Each Party shall be liable to the other for and shall indemnify and shall keep indemnified the other Party against any liability, loss, costs, expenses, claims or proceedings whatsoever in respect of:

a) any loss of or damage to property (whether real or personal), and

b) any injury to any person, including injury resulting in death

in consequence of or in any way arising out of its negligence or breach of contract in connection with the performance of this Agreement or of 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 other Party or by any act or omission or negligence on the part of the other Party, its agents, sub-contractors and anyone else involved in or employed or engaged by that Party.

A Party’s liability for loss or damage to property under clause 10.3.a shall not exceed the sum of £1,000,000 (one million pounds) in respect of each and every incident.

## 11 LAW

This Agreement shall be construed and governed in accordance with English Law.

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

**12 SERVICES FEE REVIEW AND INFLATIONARY INCREASE**

The Services Fee will be reviewed on an annual basis.

The inflationary increase to be applied to the Services Fee will be agreed annually. The inflationary increase will not be limited to annual NHS inflation.

It is the responsibility of the Commissioner to initiate service efficiencies. The Provider will work with the Commissioner to achieve efficiency savings wherever possible.

**SCHEDULE 1**

**SERVICES AND NOMINATED OFFICERS**

Sub contracting arrangements may be utilised by the Provider to supplement in-house resources where necessary and to provide specialist services where none exist in-house. In such circumstances, the Provider will be fully responsible for the activities of such sub contractors.

Nominated Officers

Nominated representative of **Commissioner** Nominated representative of **Provider**

Name: Name:

Title: Title:

Address: Address: Upton, Wirral,

Tel No: Tel No:

Email: Email:

**SCHEDULE 2**

***SERVICES FEE***

The services fee will be **£XXX (£XXX per doctor)** for the year ending **XXXX.**

The Commissioner shall pay the Provider the Services fee in equal instalments on the 15th of each month.

Charges for the services in subsequent years will be subject to an inflation figure agreed by the Commissioner and the Provider.

Any non-recurrent variations to the service specification will be invoiced separately and should be paid in accordance with stated payment terms.

**SCHEDULE 3**

***QUALITY CONTROL AND MONITORING PROCEDURES AND CUSTOMER SERVICES***

**Monitoring procedures**

The Provider shall ensure that the Commissioner is provided with all reasonable information and assistance so that it may monitor the performance and quality of the service. The level and content of this information will be agreed with the designated officer annually in advance.

The Agreement shall be monitored on a quarterly basis through a meeting of designated officers of the Commissioner and the Provider, which will include representation from the operational services management.

**Quality control**

The Provider shall:

* Be wholly responsible for ensuring that the Services are provided to the standard and levels of activity detailed in Schedule 4 of this Agreement.
* Provide the Commissioner with comprehensive details of the current Quality Control and Monitoring Procedures,
* Work to the Commissioner’s agreed strategy for quality assurance as appropriate.
* Demonstrate compliance with the Trust Equality & Diversity Policy and ensure that they shall not unlawfully discriminate within the meaning of the Sex Discrimination Act 1975 or the Race Relations Act 1976 or the Disability Discrimination Act 1995, or any enactment relating to discrimination in the employment and shall take all reasonable steps to secure the observance of the condition by all its staff employed in the performance of the contract.
* Investigate all complaints speedily and effectively in order to identify areas for improvement.
* Ensure that there are effective performance management systems in place.

**SCHEDULE 4**

***SPECIFICATION***

1. **Description of Service**

Appraisal & Revalidation Department will:

* Provide experienced support in the delivery of appraisal to X  **named** doctors.
* **The organisation’s Responsible Officer** will be the Responsible Officer for the **X named** doctors working in the commissioning body.

Exclusions:

* The Commissioner will be responsible for its own internal governance, i.e. the organisational data input around performance that need to be included in the appraisal documentation.
* The Commissioner will need to fund any remediation costs arising out of the appraisal process.

**4.2 Service Administration**

* Dates and venue will be arranged for the appraisal with a suitably trained appraiser
* MAG documentation will be provided to doctors undergoing appraisal
* Guidance on completing the MAG and including relevant supporting information will be available
* MAG documentation will be checked pre appraisal
* Appraisal will be signed off via **the organisation’s** quality assurance process
* **The organisation’s** Responsible Officer will liaise with the General Medical Council as necessary concerning the doctor’s Revalidation