CONTRACT

For the provision of an

EMERGENCY EYE CARE SCHEME

NHS Middlesbrough
1. **Definitions:**

For the purposes of this Contract, the following definitions shall apply:

1.1 Provider’ **Optometrist**

1.2 Commissioner’ means **Middlesbrough Primary Care Trust (MPCT)**;

1.3 Commencement Date’ means the date on which the Provider commences the provision of The Emergency Eye Care Services to the Commissioner;

1.4 Completion Date means the date of termination of this Agreement in accordance with its terms;

1.5 Services mean any and all of the services delivered by the Provider to meet the requirements of the Commissioner as set out in this Agreement.

2. **Service Objectives:**

2.1 To deliver emergency eye care services, this will provide an appointment within a 24 hour period for selected urgent eye conditions. This will be an Intermediate level of care for patients, which will include the assessment and treatment of selected eye conditions in both primary and community settings.

3. **Service Period, Variations and Notice:**

3.1 The duration of this Contract is

3.2 The Provider is required to give at least three months notice in writing to the designated representative of the Commissioner prior to terminating this Contract.

4. **Indicative Service Volumes:**

4.1 The number of patients an Optometrist would be expected to see and treat would be ... per week. Therefore per annum we would expect activity of ... patients per optometrist.

5. **Finance:**

5.1 The cost of this service to the Commissioner in 2012/13 is as follows:-

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Consultation</td>
<td>£ 30.00</td>
</tr>
<tr>
<td>Follow-up</td>
<td>£ 15.00</td>
</tr>
</tbody>
</table>

5.2 For this payment the Optometrist will provide the following:

a) Examination of patients to ascertain diagnosis and rule out any further underlying eye pathology
b) Make diagnosis and discuss treatment options with the patient
c) Provide a written order for medication if clinically necessary
d) Provide patients with written guidance on their condition and reassurance where possible.
e) Refer on to local ophthalmologist if patient’s condition is out with the referral guidance or beyond the scope of the optometrist.

f) Should a patient need referral to Secondary care then the Optometrist will complete referral and then send to the MARS team at MPCT to coordinate patient records, this is done via a fast-track clinic and a pathway is already in place.

g) Complete documentation and send to patients GP re outcomes of consultation

h) Participation with audit requirements on a monthly basis and to supply timely data to performance management

5.2 This will be paid by the Commissioner within Opticians monthly statements on submission of an additional service claim form to Tees Shared Services.

6. **Conditions of the Contract:**

6.1 This Contract covers all patients who access the service or through referral from general practitioners, other optometrists and pharmacists within **Middlesbrough Primary Care Trust**.

6.2 The Provider can only delegate this appointment to another clinician who has been accredited by **Middlesbrough Primary Care Trust** to supply these services.

6.3 If the Provider does not carry out the services in accordance with this Contract then the Commissioner may require the Provider to remedy the default within a specified time or else terminate the Contract.

6.4 The Provider must abide by all requirements of the Data Protection Act, Caldecott Guidance and respect patient confidentiality.

6.5 The Provider is responsible for maintaining their continual professional development in accordance with accreditation process and their professional body requirements.

6.6 The Provider shall be registered with the GOC and have suitable professional indemnity insurance to ensure cover for clinical negligence claims. The Purchaser will need written evidence of this on an annual basis.

6.7 The Provider shall produce an annual update for the Purchaser of evidence of valid indemnity insurance & GOC registration.

6.8 This is not a legally binding document and disputes that cannot be resolved by local negotiation will be subject to a referral to an agreed independent arbitrator.

6.9 The provider shall participate in **Middlesbrough** PCTs incident reporting system.

6.10 The minimum required notice period for either party to terminate this agreement will be 3 months unless otherwise negotiated by mutual agreement.

6.11 If the provider gives notice to the Purchaser of their intention to leave the scheme, the provider must return all equipment provided by **Middlesbrough** PCT.

6.12 If the provider decides to leave the scheme before the end of September 2008 the provider will be required to reimburse the PCT a percentage of training costs that have been incurred.
6.13 The provider will attend a minimum of 8 meetings of the Emergency Eye Care Scheme.

7. Specification:

7.1 The service will cover:

- Advice on eye conditions,
- Appropriate assessment and treatment as per guidelines
- Mentorship for training of future optometrists who will provide Emergency Eye Care Service.

7.2 The Provider will accept referrals for advice, assessment and treatment of patients from Pharmacists, General Practitioners, Optometrists, Other Health Professionals along with Patient Self Referral.

7.3 The provider will accept referrals for emergency eye care on an appointment basis within 24 hours of the clinician/patient request.

7.4 The Provider will write to the patient’s GP within 24 hours following the patient’s onward referral to James Cook University Hospital.

8 Performance Standards:

8.1 All consultations shall be conducted individually, in rooms, which provide suitable privacy and dignity within the practice premises.

8.2 All appointments shall be individual times and not block bookings. Patients shall be seen within 15 mins of their appointment time. A minimum of 24 hours notice shall be given to the patient if the Provider finds it necessary to cancel an appointment. Following the cancellation of an appointment by the Provider, the patient must be offered an alternative appointment within 24 hours of the original appointment, or directed to another accredited optometrist and no patient should have his or her appointment cancelled more than once.

8.3 All medical devices used by the Provider will either be single-use only or decontaminated in accordance with manufacturer’s instructions and DoH guidance on Decontamination of medical devices.

8.4 All equipment will be serviced and maintained in accordance with manufacturer’s guidance this will be the responsibility of the organization that is using the equipment.

8.5 The patient’s dignity should be maintained at all times.

8.6 Following completion of examination, patients will be given written advice about their eye condition, including details of whom they should contact in the event of any problems.

8.7 Whilst undertaking duties covered by this Contract the Provider will fully comply with all of the Purchaser’s Clinical and Risk Management Policies & Procedures as well as the Records Management Policy.

9. Information Requirements:
9.1 The provider will provide audit details on a monthly basis to Middlesbrough PCT as agreed.

9.2 The provider will maintain clinical records for all patients seen, as per Middlesbrough PCTs Emergency Eye Care Scheme Manual and also allow access for clinical audit.

10. Monitoring and Evaluation:

10.1 The Provider shall permit any person authorised by the Commissioner for that purpose to inspect without the prior notice at any reasonable time, any premises, equipment or records used or proposed to be used by the Provider in the provision of the Services and to verify that the Contract standards are being met.

10.2 The Provider should undertake quality assurance and audit of the Service provided including Patient satisfaction surveys.

10.3 The Commissioner and Provider will jointly monitor activity and finance against the targets in this Contract. In the event of these targets being reached before the end of the financial year, the Commissioner and Provider will meet to discuss implications for waiting times and appropriate action to be taken.

11. Disruption in Service Provision:

11.1 In the event of the Provider being unable to provide the service for a sustained period of time, the Provider will work with the Commissioner to consider and agree alternative options.

12. Serious Untoward Incidents:

12.1 Each party agrees to cooperate with the other in relation to the investigation and resolution of any incident or complaint involving or made in relation to the Service. Unless the parties agree otherwise (and, without prejudice to any statutory or other rights of the complainant) the investigation of any such incident or complaint made in relation to the Services provided will be dealt with in accordance with the relevant policies and procedures.

13. Data Protection:

13.1 The Provider will comply with the requirements of the Data Protection Act 1998 and any subsequent amendments.

In particular both the Provider and Commissioner must maintain clear procedures in place for processing information requests made under the Data Protection Act and the Freedom of Information Act in relation to the Services provided under this Contract.

The Provider will:

(i) Identity to the Commissioner an individual who is authorised to respond to enquiries from the Commissioner in relation to any Personal Data held by the Provider acting on behalf of the Commissioner

(ii) Deal with any data subject access request in relation to that data subject's
personal data held by it in accordance with all relevant Data Protection Legislation.

(iii) Comply with any relevant changes in the Data Protection Legislation in respect of the personal data held by it on behalf of the Commissioner.

(iv) Comply with the requirements of the NHS Code of Confidentiality.

14. **Confidentiality:**

14.1 Each party undertakes to hold confidential information in confidence and with care and to use all reasonable endeavours to ensure that the confidential information is not copied or disclosed to any third party whatsoever without the previous written agreement of the other.

15. **Freedom of Information:**

15.1 The Parties acknowledge that the Provider and the Commissioner are or may be subject to the Freedom of Information (FOI) Act and may be required to disclose information which relates to this Contract to ensure their compliance with the FOI Act.

15.2 The Provider acknowledges that the decision on whether any exemption applies to a request for disclosure of recorded information regarding the Services provided under this contract is a decision for the Commissioner. Where either party receives a request which relates to this Contract or information generated directly or indirectly as a consequence of it, they shall immediately notify each other of the notification. In determining how to respond to the request for disclosure both parties shall pay due regard to and take into account any submissions made by each other.

15.3 The Commissioner and the Provider agree that no detail of this contract, data, information or reports are to be divulged, unless it has been published or is held in the public domain e.g. audited annual accounts and other sources of publicly available information.

16. **Indemnity and Insurance:**

16.1 The Provider shall be liable for and shall indemnify the Commissioner, its officers, employees and agents against any liability loss claim or proceedings arising directly from the provision by the Provider of the Services arising under any statute at common law or otherwise including but not limited to:

(a) any damage to personal property and any injury to persons including injury resulting in death arising out of or in the course of or in connection with the provision of the Services except in so far as such damage or injury shall be due to any act or neglect of the Commissioner or of any person for whom the Commissioner is responsible

(b) any other liability loss claim or proceedings arising as a result of breach of this Agreement by the Commissioner, The Provider shall maintain in force
throughout the term of the contract adequate insurance through membership of the relevant medical protection agency to cover the above liabilities and to provide a copy of any certificate of such insurance to The Commissioner upon request.

17. Default in the Provision of the Service:

17.1 The Provider shall provide the Service at the standard prescribed in this contract for the time and at the premises specified or for such other times as are mutually agreed between The Commissioner and The Provider.

17.2 With mutual agreement, the Commissioner shall have the right to require the Provider to take any action that the Commissioner reasonably deems necessary to ensure that the Service is always provided to the standard prescribed in the contract.

17.3 If the Provider does not provide the Service to the standard prescribed in this contract, The Commissioner may issue a written notice to The Provider requiring The Provider to provide the Service to the required standard within 26 days of the written notification being issued. The Commissioner can then serve notice on The Provider terminating the contract if this is not followed.

18. Termination of the Contract:

18.1 The Commissioner shall have the right to terminate this Contract on the following grounds.

(i) If The Provider fails to bring its services up to the prescribed standard within the notice period agreed and to terminate this Contract by giving 3 months days notice in writing.

(ii) If The Provider commits a serious breach of its obligations under the Contract, which in the opinion of The Commissioner cannot be remedied by giving notice! The Commissioner may terminate this Contract immediately in writing, without giving further notice.

(iii) The Commissioner may terminate this Contract immediately without notice if The Provider or any person acting on behalf of The Provider offers any gift, consideration, inducement or regard to any officer or member of Middlesbrough PCT, in relation to the Agreement or shall have committed an offence under the Prevention of Corruption Acts 1689 to 1916 or under section 117(2) of the Local Government Act 1972.

(iv) For any reason or circumstance not covered by clause Indemnity and Insurance’, The Commissioner or The Provider may terminate this Contract by giving the other party Three months notice in writing.

(v) Any termination of this Contract is without prejudice to the rights of The Commissioner or The Provider in respect of any antecedent breach by the other party of any of the terms of this Contract.

(vi) Upon termination of this Contract the Provider shall prepare and submit to The
Commissioner within three months, final accounts and repayment or adjustment of any payment shall be made as required as a result of the termination.

19. Disputes:

19.1 Commissioner dissatisfaction of Provision of services:

(i) The Commissioner will give notice to The Provider in writing specifying the reason for dissatisfaction and the time period for remedy.

(ii) The procedure for the resolution of Commissioner dissatisfaction will be as that for when The Provider has failed to provide Services to the agreed targets and standards and within the agreed tolerance levels. (see Termination of Contract).

19.2 Commissioner or Provider dissatisfaction of implementation of responsibilities:

(i) The unhappy party will give notice to other in writing specifying the reason for dissatisfaction and the time period for remedy.

(ii) The Commissioner or The Provider as relevant will investigate the reasons for the dissatisfaction of implementation of responsibilities. A full and comprehensive report is to be presented by The Commissioner or The Provider (as relevant) to the unhappy party within five working days of receipt of the written notice of dissatisfaction.

(iii) The Commissioner or Provider (as relevant) will explore the potential options for the resolution of the dissatisfaction with a view to improving performance and working towards resolving the dissatisfaction. A full and comprehensive report is to be presented by The Commissioner or The Provider (as relevant) to the unhappy party within ten working days of any breach of receipt of the dissatisfaction in writing.

(iv) The Commissioner or The Provider (as relevant) and the dissatisfied party will agree a course of action to improve performance and work towards resolving the dissatisfaction, from the potential options detailed in the report of The Commissioner or The Provider (as relevant).

(v) The parties to this Contract will use their best endeavours to resolve, by negotiation, any disputes arising out of, or relating to the agreement. Where resolution is not agreed between parties, conciliation by an independent person agreed between the parties may be sought; this person shall make a recommendation as to the terms of the settlement of the dispute.

20. Statutory Obligations:

20.1 The Provider shall comply with all statutory regulations and enactments relating directly or indirectly to the provision of the service.

21. Force Majeure:
21.1 The Provider shall not become liable for any default in the provision of the Service in any event beyond its reasonable control including but not limited to:

- Act of God
- War
- Civil Unrest

If the Force Majeure event continues for more than two months after the commencement of the Force Majeure event, either Party may terminate this Agreement by giving not less than 30 days notice in writing to the other Party.
Signed:

NHS Tees
Teesdale House
West Point Road
Stockton on Tees
TS17 6BL

Signed by (signature):
Printed Name:
Date:
For and behalf of

NHS Middlesbrough