

## AGREEMENT FOR THE PROVISION OF SERVICES

### BETWEEN:

**University Hospitals Bristol NHS Foundation Trust** whose administrative offices are at Trust Headquarters, Marlborough Street, Bristol. BS1 3NU  
(referred to as the “**UHBristol**”)

### And:

**GLANSO UK LIMITED**, company number: 12018020 whose registered offices are at Atherton House, Bristol. BS9 1JB  
(referred to as the “**Provider**” or “**Glanso**”)

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

### Whereas:

1. UHBristol is working together with Glanso to provide an innovative insourced workforce solution to deliver patient care to UHBristol patients. UHBristol are commissioning the Services specified in Schedule One from Glanso.
2. The Collaborative Services provided under this Agreement shall be provided under the auspices of the NHS Standard Contract terms and conditions. UHBristol have entered into the NHS Standard Contract terms and condition with **Bristol CCG Clinical Commissioning Group** in order to commission such services. Some of the services are to be provided under this Agreement.

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 This Agreement shall be interpreted in accordance with the Definitions and Interpretation section at Schedule 6, unless the Context requires otherwise.
- 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 clauses, sub-clauses and Schedules are to clauses, sub-clauses and schedules of this Agreement.

### 2. DURATION

- 2.1 This Agreement will cover all Glanso supported lists unless the Agreement is terminated earlier in accordance with clause 19.
- 2.2 The Parties may extend the Agreement beyond the time period specified in clause 2.1 above by mutual agreement. Both Parties must agree to such an extension in writing in accordance with clause 18.

### **3. SERVICES**

- 3.1 Glanso shall provide the Services as specified in Schedule One, in accordance with the terms and conditions of this Agreement and in accordance with the General Conditions and applicable Services Conditions in the NHS Standard Contract.
- 3.3 Glanso shall ensure that they have the appropriate and skilled staff to fulfil the Services under this Agreement. The NHS standard employment checks will be covered.
- 3.4 UHBristol will provide facilities and equipment as specified in Schedule One to fulfil the services in accordance with this Agreement. These facilities and equipment will be relevant to the lists and will be the same as required for a list for UHBristol and agreed with the lead nurse prior to provision of services. These facilities will be used when the theatres/suites are not being used by UHBristol for their own lists as specified under 2.1. Emergency theatres cannot be used by Glanso at any point under this arrangement other than by prior written agreement.
- 3.5 The named clinician for the patient will remain the clinician who undertook the Glanso supported procedure. Once the patient is discharged from hospital or when necessary admitted to a ward, although under the named clinician, the patient is cared for by the ward teams and on call teams as with any other NHS pathway.
- 3.6 UHBristol and Glanso will agree a set of governance framework for staff working on a Glanso list, agreement and approval of each Glanso list, review of the services provided.

### **4. SERVICE STANDARDS**

- 4.1 All Services must be provided in accordance with Good Clinical Practice as specified ([http://www.gmc-uk.org/guidance/good\\_medical\\_practice.asp](http://www.gmc-uk.org/guidance/good_medical_practice.asp)); or equivalent guidance or such guidance amended from time to time.
- 4.2 Activity associated with this contract is the Regulated Activity of UHBristol and as such, UHBristol is the regulated provider of care.
- 4.4 The Provider must comply with the following:
  - 4.4.1 the existing UHBristol Operational Standards and thresholds and in accordance with NHS Standard Contract obligations
  - 4.4.2 the National Quality requirements and thresholds applied to UHBristol as agreed with the CCG for provision of the acute contract
  - 4.4.3 the UHBristol Local Quality requirements and thresholds
  - 4.4.4 ensure that Never Events risk is minimised and practice in accordance with the NatSSIPs (National Safety Standards for Invasive Procedures) If a never event occurs they must immediately contact UHBristol and provide all information in relation to the event and

Glanso shall investigate the matter as directed by UHBristol and provide a response within 24 hours. Glanso must inform the duty manager within one hour of the never event occurring provided it is safe to do so

4.4.5 all guidance and regulations from statutory and regulatory bodies.

4.4.6 where required Care Quality Commission and monitor registration.

4.5 The Provider in consultation with UHBristol must continually review and evaluate the Services provided under this Agreement. The Provider shall discuss any lessons learned from evaluating and reviewing complaints, patient safety incidents, never events and service and staff involvement.

## **5. STAFF**

5.1 **The Provider will only employ staff members that are employees of UHBristol.** In addition, the Provider must:

5.1.1 ensure that there are sufficient appropriately registered, qualified and experienced medical, nursing and other clinical and non-clinical Staff to enable the Services to be provided in all respects and at all times in accordance with this Agreement.

5.1.2 in determining planned Staff numbers and skill mix for Services, have regard to applicable Staffing Guidance;

5.1.3 not employ members of staff who are under investigation or subject to any disciplinary proceedings

5.1.4 not employ staff who had had an episode of sickness absence in the previous two weeks or have returned from long term sickness absence in the prior three months.

## **7. REPORTING**

7.1 The Provider must report any incident relating to the Services in their local incident reporting system and notify the UHBristol's divisional patient safety team the next working day following the incident and provide a copy of the initial incident report. The Provider shall investigate the incident and provide UHBristol with all details in relation to the investigation.

7.2 Glanso must immediately advise UHBristol of any of the following relating to the Services:

7.2.1 Safeguarding concerns

7.3 Glanso shall provide UHBristol with the relevant reports as specified in Schedule 4 which must include but not be limited to the following details:

7.3.1 the list as stated under 2.1 to which the report relates.

7.3.2 details of any incidents and Never Events and any complaints which shall include but not be limited to key themes.

7.4 Evaluation of the Services will be done collaboratively by Glanso and UHBristol which shall include but not be limited to an evaluation of the skill mix of Staff, complaints and incidents.

## **8. PREMISES**

- 8.1 Glanso services can be delivered in all premises that UHBristol carry out regulated activity during the times stated in para 3.4
- 8.2 UHBristol shall ensure that the Agreed Premises are registered with the Care Quality Commission and are compliant with and/or maintain the appropriate standards set by the Care Quality Commission throughout the duration of this Agreement. In the event that the Agreed Premises are found to be non-compliant of these standards, UHBristol shall be responsible for ensuring that the Agreed Premises and equipment at the Agreed Premises are fit for the purpose and maintained in accordance with the Health and Safety Act 1974 (and all applicable legislation) and that such Equipment is maintained in accordance with the manufacturer's instructions, save for when the equipment is being provided by UHBristol.
- 8.3 UHBristol shall be responsible for maintaining the equipment at the Agreed Premises in order to carry out the Services. This equipment shall be detailed in Schedule 5.

## **9. PRICE AND PAYMENT**

- 9.1 UHBristol shall pay Glanso for provision of staff for services under 2.1 within 30 (thirty) days of receipt of a valid invoice ("the Due Date") submitted by Glanso in accordance with Schedule 3 of this Agreement.
- 9.2 Glanso will invoice UHBristol. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]
- 9.3 If payment is not made by the Due Date, the Provider may enforce its rights under the Late Payment of Commercial Debts (Interest) Act 1998.
- 9.4 This agreement is exclusively between Glanso and UHBristol. The contractual agreements and liabilities between Glanso and any other Trust is not covered in this agreement and is not the responsibility of UHBristol.

## **10. LIABILITY AND INDEMNITY**

- 10.1 UHBristol remains responsible for the care provided to the patients undergoing procedures on lists as stated under 2.1 and a such is the provider for the Registered Activity regulated by the Care Quality Commission. For the avoidance of doubt the lists under 2.1 carried out by Glanso staff shall be the responsibility of UHBristol and shall be covered by UHBristol clinical negligence scheme for Trust insurance provisions. Any clinical negligence claim relating to the activity shall be a claim against UHBristol.
- 10.2 Save for the provision in clause 10.1 and without affecting its liability for breach of any of its obligations under this Agreement, Glanso will be liable to UHBristol for, and must indemnify and keep UHBristol indemnified against:
- 10.2.1 any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:
- 10.2.2 any loss of or damage to property (whether real or personal); and
- 10.2.3 any injury to any staff, including injury resulting in death; and

10.2.4 any Losses of UHBristol,

10.2.5 any loss of Data

that result from or arise out of the Provider's negligence or breach of contract in connection with the performance of this Agreement or the provision of the Services (including its use of Equipment or other materials or products, and the actions or omissions of Staff or any person in the provision of the Services), except insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of, UHBristol, its employees or agents.

10.3 Glanso shall ensure that they have appropriate insurance in place to safeguard the Staff's activities; the equipment and premises used to carry out the Services and indemnify UHBristol against any loss damages, costs, expenses, liabilities, claims, actions and/or proceedings made by the Staff or patients in respect of the above.

10.4 For the avoidance of doubt Glanso shall remain responsible for Staff payments which shall include but not be limited to wages, tax and/or insurance contributions.

10.5 Glanso must put in place and maintain in force at its own cost appropriate Indemnity and insurance arrangements in respect of:

10.5.1 employers' liability;

10.5.2 clinical negligence, where the provision or non-provision of any part of the Services (or any other services under this Contract) may result in a clinical negligence claim and fall outside of UHBristols' clinical negligence scheme of Trust's provision.

10.5.3 public liability for a minimum of £5,000,000 per annum; and/or

10.5.4 professional negligence insurance.

10.5.5 product liability insurance

Such indemnity arrangements in accordance with this clause 10.3 must continue in effect for a minimum of twenty-one (21) years following the termination or expiry of this Agreement which ever is earliest.

10.6 Glanso must provide UHBristol with documentary evidence that the Indemnity and insurance arrangements required under clause 10.5 above are fully maintained and that any premiums and/or contributions in respect of the insurance are fully paid, within five Business Days of being requested to do so.

10.7 If Glanso's indemnity arrangements are insufficient to cover the settlement of any claim relating to this Agreement or the provision of Services under this Agreement, the Glanso must make good any deficiency.

10.8 Nothing in this Agreement will exclude or limit the liability of either Party for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

10.9 Each Party will at all times take all reasonable steps to minimise and mitigate any losses or other matters for which one Party is entitled to be indemnified by or to bring a claim against the other under this Agreement.

## **11. WARRANTIES**

11.1 Glanso warrants that:

- 11.1.1 it has full power and authority to enter into this Agreement and all governmental or official approvals and consents for the provisions of this Agreement are in full force and effect;
- 11.1.2 its execution of this Agreement does not and will not contravene or conflict with its constitution, Law, or any agreement to which it is a party or which is binding on it or any of its assets;
- 11.1.3 the copies of all documents supplied to UHBristol are complete and their contents are true;
- 11.1.4 it has the right to permit disclosure and use of its Confidential Information for the purpose of this Agreement;
- 11.1.5 to the best of its knowledge, nothing will have, or is likely to have, a material adverse effect on its ability to perform its obligations under this Agreement;
- 11.1.6 have and maintain all Indemnity Arrangements for the period specified within this Agreement.

## **12. DUTY OF CANDOUR**

- 12.1 It is acknowledged and agreed that UHBristol is subject to the Duty of Candour and that UHBristol have an obligation to be open and honest with Services Users. The Provider shall ensure that UHBristol can comply with the Duty of Candour by fulfilling the provisions of this clause 12, to ensure that UHBristol can provide Service Users with the necessary information and support.
- 12.2 In the event that a Reportable Patient Safety Incident and/or a complaint occurs in relation to the Services provided under this Agreement, Glanso shall immediately notify the UHBristol Divisional safety team by via the Trust Clinical Incident reporting system. This notification shall include all details of the complaint and/or incident and/or never event.

## **13. CONFIDENTIALITY**

- 13.1 All written information and data made available by one Party ("the Disclosing Party") to the other ("the Receiving Party") hereunder is confidential ("Confidential Information") and each Party undertakes to treat such Confidential Information with the same care as it would reasonably treat its own confidential information.
- 13.2 For the avoidance of doubt the Parties may use the Confidential Information of the other Party for the purpose of providing the Services under this Agreement the Parties have no right to use the Confidential Information for any other purpose.
- 13.3 Each Party agrees to ensure:
  - 13.3.1 that any of their employees, students, consultants or sub-contractors who provide the Services are made aware of and aide by the requirement of clause 13.1 and this clause 13.3.
  - 13.3.2 to use the Confidential Information solely in connection with the Services under this Agreement and no other reason.
  - 13.3.3 to maintain the confidentiality of the Disclosing Party's Confidential Information and return it immediately on the receipt of a written demand from the Disclosing Party.
- 13.4 The provisions of clause 13.3 shall not apply to the whole or any part of the Confidential Information that is:

- 13.4.1 lawfully obtained free of any duty of confidentiality
- 13.4.2 already in the possession of the Party receiving such information which they can show from written records (other than as a result of a breach of clause 13.1, 13.2 and 13.3)
- 13.4.3 in the public domain (other than as a breach of clause 13.1, 13.2 and 13.3)
- 13.4.4 necessarily disclosed pursuant to a statutory obligation
- 13.4.5 disclosed with prior written consent with the other Party.
- 13.4.6 necessarily disclosed by a Party by virtue of its status as a public authority in terms of the Freedom of Information Act 2000.
- 13.5 The provisions in this clause 13 shall survive the expiry or the termination of this Agreement for a period of five years.
- 13.6 The provisions in this clause 13 will not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

## **14 DATA PROTECTION**

- 14.1 UHBristol shall remain the Data Controller of all patient information relating to the Services under this Agreement. Glanso shall process data relating to the Services under this Agreement in accordance with UHBristol's instructions and at all times in accordance with the Data Protection Act 1998 and General Data Protection Regulation (GDPR).
- 14.2 The Parties agree to adhere to the principles of medical confidentiality in relation to Service Users. The Parties shall comply with the requirements of common law duty of confidentiality, the Data Protection 1998, as appropriate the NHS Confidentiality Code of Practice and the GDPR
- 14.3 Glanso must comply with the provisions of the NHS Information Governance Toolkit and complete an information governance assessment and audit its practices against the quality statements regarding data sharing set out in NICE Clinical Guideline 138 as amended, at least once during the period of this Agreement.
- 14.4 Glanso must:
  - 14.4.1 nominate an Information Governance Lead, to be responsible for information governance and for providing the Provider's Governing Body with regular reports on information governance matters, including details of all incidents of data loss and breach of confidence;
  - 14.4.2 nominate a Caldicott Guardian and Senior Information Risk Owner, each of whom must be a member of Glanso's Governing Body;
  - 14.4.3 ensure that UHBristol is kept informed at all times of the identities of the Information Governance Lead, Caldicott Guardian and the Senior Information Risk Owner;
- 14.5 Glanso must report and publish any Data Breach and/or any Information Governance Breach in accordance with IG Guidance for Serious Incidents and inform UHBristol immediately in the event of any breach and must assist UHBristol to investigate the complaint.
- 14.6 Glanso must:
  - 14.6.1 process such personal data only in accordance with UHBristol's instructions;

- 14.6.2 comply at all times with obligations equivalent to those imposed on UHBristol by virtue of the Seventh Data Protection Principle and GDPR;
- 14.5.3 allow rights of audit and inspection in respect of relevant data handling systems to UHBristol or to any person authorised to act on UHBristol's behalf; and
- 14.5.4 impose on its own sub-contractors obligations that are substantially equivalent to the obligations imposed on Glanso by this clause 14.5.

## **15. FREEDOM OF INFORMATION**

- 15.1 Glanso acknowledges that UHBristol is subject to the requirements of the Freedom of Information Act 2000 (FOIA). Glanso must assist and co-operate with UHBristol to enable it to comply with its disclosure obligations under the FOIA.
- 15.2 Glanso agrees:
  - 15.2.1 that this Agreement and any other recorded information held by Glanso on UHBristol's behalf for the purposes of this Agreement are subject to the obligations and commitments of UHBristol under FOIA;
  - 15.2.2 that the decision on whether any exemption to the general obligations of public access to information under FOIA request is a decision solely for the public organisation to whom the request is addressed;
  - 15.2.3 that where Glanso receives a request for information under FOIA and the Provider itself is subject to FOIA, it will liaise with UHBristol as to the contents of any response before a response to a request is issued and will within 2 Operational Days provide a copy of the request and any response to UHBristol;
  - 15.2.4 that where Glanso receives a request for information under FOIA and the Provider is not itself subject to FOIA, it will not respond to that request (unless directed to do so by UHBristol) and will within 2 Operational Days transfer the request to UHBristol;
  - 15.2.5 that UHBristol, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Provider and this Agreement either without consulting with Glanso, or following consultation with the Provider and having taken its views into account; and
  - 15.2.6 to assist UHBristol in responding to a request for information under the FOIA, Glanso shall provide copies of all information requested by UHBristol within 5 Operational Days of that request and without charge.
  - 15.2.7 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Agreement is not Confidential Information. Glanso consents to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of FOIA. Glanso must assist and cooperate with UHBristol to enable UHBristol to publish this Agreement.

## **16. INTELLECTUAL PROPERTY**



- 16.1 Except as set out expressly in this Contract no Party will acquire the Intellectual Property Rights ("IPR") of any other Party.
- 16.2 Glanso grants UHBristol a fully paid-up non-exclusive licence to use Provider IPR for the purposes of the exercise of their functions and obtaining the full benefit of the Services under this Agreement, which will include the dissemination of best practice within the NHS.
- 16.3 UHBristol grant Glanso a fully paid up non-exclusive licence to use UHBristol IPR under this Agreement for the sole purpose of providing the Services.
- 16.4 In the event that Glanso or UHBristol at any time devise, discover or acquire rights in any Improvement it or they must promptly notify the owner of the IPR to which that Improvement relates giving full details of the Improvement and whatever information and explanations as that Party may reasonably require to be able to use the Improvement effectively and must assign to that Party all rights and title in any such Improvement without charge.
- 16.5 Glanso must disclose all documents and information concerning the development of Best Practice IPR to UHBristol at Review Meeting specified in accordance with clause 3.3 and must grant UHBristol a fully paid up; non-exclusive perpetual licence to use Best Practice IPR solely for the purpose of teaching, training and research within UHBristol.

## **17. MONITORING**

- 17.1 The Nominated Officers will meet quarterly to consider any issues arising from the operation and performance of the Agreement and more frequently if issues of concern are raised by either party
- 17.2 Glanso shall, during Normal Working Hours throughout the Term, permit the UHBristol's Nominated Officer unrestricted access to the Provider's relevant Staff, facilities and premises for the purpose of monitoring work carried out by the Provider in connection with this Agreement provided that UHBristol give the Provider five (5) Operational Days prior written notice.
- 17.3 If at any time during the Term either Party becomes aware of any act or omission or proposed act or omission which hinders or prevents its performance of this Agreement it shall notify the other Party of the same without delay.

## **18. VARIATION**

- 18.1 This Agreement may not be amended or varied except in accordance with this clause 18.
- 18.2 UHBristol shall have the right to modify the Services Provision at Schedule One. Such proposed changes must be notified to the Provider immediately in writing. If necessary the Parties shall meet within 10 Operational Days of the notification the Parties shall meet to discuss the impact of the modifications for both Parties, in particular whether the modifications shall have an effect on the Services Fee and the Parties must use reasonable endeavours to agree the Variation.
- 18.3 In the event that an agreement is not reached following the meeting in clause 18.2 Glanso may reject the proposed Variation and the Parties may terminate the Agreement in accordance with clause 19.4 or vary the Agreement in accordance with clause 18.4 below, so that the Provider no longer provides and receives payment for the Services which are subject to the proposed variation. For the avoidance of doubt the Parties shall continue to provide the Services as specified until such variation or termination is agreed.

- 18.4 If there is an agreement prior to or following the meeting in clause 18.2, the Parties shall agree a formal variation in accordance with clause 18.5 below which shall specify when the varied Services shall commence.
- 18.5 Without prejudice to clause 18.2 any variations agreed by the Parties shall be in writing and signed by the Parties' Nominated Officers.

## **19. TERMINATION**

- 19.1 Either Party shall be entitled to terminate this Agreement at any time during the Term by giving the other Party 3(three) months' notice.
- 19.2 UHBristol may terminate this Agreement with immediate effect, by written notice to Glanso in the event that the Provider has breached any of the obligations of this Agreement and that breach materially and adversely affects the provision of the Services in accordance with this Agreement, and Glanso has not remedied the breach prior to delivery of the service on the agreed dates.
- 19.3 Glanso may terminate this Agreement with immediate effect, by written notice to UHBristol in the event that UHBristol has breached any of the obligations of this Agreement and that breach materially and adversely affects the provision of the Services in accordance with this Agreement, and UHBristol has not remedied the breach prior to the services being provided by Glanso
- 19.4 Payment for the Services shall be made up until the termination date.

## **20. CONSEQUENCES OF TERMINATION**

- 20.1 Expiry or termination of this Contract, or termination of any Service, will not affect any rights or liabilities of the Parties that have accrued before the date of that expiry or termination or which later accrue.
- 20.2 If, as a result of termination of this Agreement or of any Service following termination of the Service or Agreement under clause 19.2 and UHBristol procures any terminated Service from an alternative provider, and the cost of doing so (to the extent reasonably) exceeds the amount that would have been payable to Glanso for providing the same Service, then UHBristol, acting reasonably, will be entitled to recover from Glanso (in addition to any other sums payable by Glanso to UHBristol in respect of that termination) the excess cost and all reasonable related administration costs it incurs (in each case) in respect of the period of 6 months following termination.
- 20.3 On or pending expiry or termination of this Agreement or termination of any Service UHBristol, Glanso, and if appropriate any successor provider, will agree a Succession Plan.
- 20.4 For a reasonable period before and after termination of this Contract or of any Service, and where reasonable and appropriate before and after the expiry of this Contract, Glanso must:
- 20.4.1 co-operate fully with the UHBristol and any successor provider of the terminated Services in order to ensure continuity and a smooth transfer of the expired or terminated Services, and to avoid any inconvenience or any risk to the health and safety of Service Users or employees of UHBristol or members of the public; and
  - 20.4.2 at the reasonable cost and reasonable request of UHBristol:

20.4.2.1 promptly provide all reasonable assistance and information to the extent necessary to effect an orderly assumption of the terminated Services by a successor provider;

20.4.2.2 deliver to UHBristol all materials, papers, documents, and operating manuals owned by the UHBristol and used by Glanso in the provision of any terminated Services;

20.5 On expiry or termination of this Agreement, or termination of any Service, the Parties must:

20.5.1 implement and comply with their respective obligations under the Succession Plan; and;

20.5.2 use all reasonable endeavours to minimise any inconvenience caused or likely to be caused to Service Users or prospective service users as a result of the expiry or termination of this Agreement or any Service.

20.6 The following clauses shall survive the termination of this Agreement and shall continue with full force and effect: clauses 6, 10, 11, 12, 13, 14, 15, 16, 17, 20, 21, 22, 26, 27 and 29.

## **21. NOMINATED OFFICERS**

21.1 As of the Effective Date, the persons or their deputies nominated by the Parties to monitor the [performance of Agreement] , to agree variations and receive notices hereunder are:-

21.1.1 For the UHBristol:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

21.1.2 For the Provider:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

21.2 Either Party may change its Nominated Officer by giving reasonable written notice to the other Party.

## **22. PUBLICITY**

22.1 No Party shall use the name, logo or registered image of the other Parties or their employees in any publicity, advertising or press release without the prior written approval of the authorised representative of that Party.

## **23. NOTICES**

23.1 Any notices given under this Agreement must be in writing and must be served by hand, post, or e-mail to the address for the relevant Party set out in the Particulars.

23.2 Notices:

23.2.1 by post will be effective upon the earlier of actual receipt, or 5 Operational Days after mailing;

23.2.2 by hand will be effective upon delivery; and

23.2.3 by e-mail will be effective when sent in legible form, but only if, following transmission, the sender does not receive a non-delivery message.

## **24. ASSIGNMENT AND SUBCONTRACTING**

24.1 Glanso must not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights or obligations or duties under this Agreement without prior written consent of UHBristol.

## **25. FORCE MAJEURE**

25.1 If an event of force majeure occurs, the affected Party must:

25.1.1 take all reasonable steps to mitigate the consequences of that event;

25.1.2 resume performance of its obligations as soon as practicable; and

25.1.3 use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.

25.2 The Affected Party must serve an initial written notice on the other Parties immediately when it becomes aware of the Event of Force Majeure. This initial notice must give sufficient detail to identify the Event of Force Majeure and its likely impact. The Affected Party must then serve a more detailed written notice within a further 5 Operational Days. This more detailed notice must contain all relevant information as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome the event and resume full delivery of Services.

25.3 If it has complied with its obligations under clauses 25.1 and 25.2 above, the Affected Party will be relieved from liability under this Agreement if and to the extent that it is not able to perform its obligations under this Agreement due to the Event of Force Majeure.

25.4 UHBristol will not be entitled to withhold payment to the extent that the circumstances giving rise to those rights arise as a result of an Event of Force Majeure.

All definitions remain as under the Standard National NHS Contract.

## **26. DISPUTE RESOLUTION PROCEDURE**

26.1 In the event of any dispute or difference between the Parties arising in connection with this Agreement, the authorised representatives of the Parties will discuss and meet as appropriate to try to resolve the dispute within one day to ensure smooth delivery of the planned lists on the dates identified under 2.1. If the dispute remains unresolved it shall be referred to a senior person who where practicable has not had day to day involvement in the matter and has authority to settle the Dispute 26.2

26.2 If the Parties are unable to settle the dispute as specified in clause 26.1 above the Parties shall submit the Dispute to mediation to an organisation agreed by the Parties.

26.3 If the Parties are unable to settle the dispute, the dispute must be referred to Expert Determination, by one Party in Dispute giving written notice to that effect to the other Parties in Dispute following

- closure of the failed mediation. The Expert Determination Notice must include a brief statement of the issue(s) which it is desired to refer, the expertise required in the expert, and the solution sought.
- 26.4 If the Parties in Dispute have agreed upon the identity of an expert and the expert has confirmed in writing their readiness and willingness to embark upon the expert determination, then that person will be appointed as the Expert.
- 26.5 Where the Parties in Dispute have not agreed upon an expert, or where that person has not confirmed their willingness to act, then any Party in Dispute may apply to CEDR for the appointment of an expert. The request must be in writing, accompanied by a copy of the Expert Determination Notice and the appropriate fee and must be copied simultaneously to the other Parties in Dispute. The other Parties in Dispute may make representations to CEDR regarding the expertise required in the expert. The person nominated by CEDR will be appointed as the Expert.
- 26.6 The Party in Dispute serving the Expert Determination Notice must send to the Expert and to the other Parties in Dispute within 5 Operational Days of the appointment of the Expert a statement of its case, including a copy of the Expert Determination Notice, the Agreement, details of the circumstances giving rise to the Dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies. The statement of case must be confined to the issues raised in the Expert Determination Notice.
- 26.7 The Parties in Dispute not serving the Expert Determination Notice must reply to the Expert and to the other Parties in Dispute within 5 Operational Days of receiving the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.
- 26.8 The Expert must produce a written decision with reasons within 30 Operational Days of receipt of the statement of case referred to clause 26.7, or any longer period as is agreed by the Parties in Dispute after the Dispute has been referred.
- 26.9 The Expert will have complete discretion as to how to conduct the expert determination, and will establish the procedure and timetable.
- 26.10 The Parties in Dispute must comply with any request or direction of the Expert in relation to the expert determination.
- 26.11 The Expert must decide the matters set out in the Expert Determination Notice, together with any other matters which the Parties in Dispute and the Expert agree are within the scope of the expert determination. The Expert must send their decision in writing simultaneously to all Parties in Dispute. Within 5 Operational Days following the date of the decision the Parties in Dispute must provide the Expert and the other Parties in Dispute with any requests to correct minor clerical errors or ambiguities in the decision. The Expert must correct any minor clerical errors or ambiguities at their discretion within a further 5 Operational Days and send any revised decision simultaneously to the Parties in Dispute.
- 26.12 The Parties in Dispute must bear their own costs and expenses incurred in the expert determination and are jointly liable for the costs of the Expert.
- 26.13 The decision of the Expert is final and binding, except in the case of fraud, collusion, bias, manifest error or material breach of instructions on the part of the Expert, in which case a Party will be permitted to apply to Court for an Order that:
- 26.13.1 the Expert reconsider his decision (either all of it or part of it); or
- 26.13.2 the Expert's decision be set aside (either all of it or part of it).
- 26.14. If a Party in Dispute does not abide by the Expert's decision the other Parties in Dispute may apply to Court to enforce it.

- 26.15 All information, whether oral, in writing or otherwise, arising out of or in connection with the expert determination will be inadmissible as evidence in any current or subsequent litigation or other proceedings whatsoever, with the exception of any information which would in any event have been admissible or disclosable in any such proceedings.
- 26.16 The Expert is not liable for anything done or omitted in the discharge or purported discharge of their functions, except in the case of fraud or bad faith, collusion, bias, or material breach of instructions on the part of the Expert.
- 26.17 The Expert is appointed to determine the Dispute or Disputes between the Parties in Dispute and the Expert's decision may not be relied upon by third parties, to whom the Expert shall have no duty of care.

## **27. GENERAL**

- 27.1 This Agreement constitutes the entire agreement between the Parties relating to the Services and supersedes all prior negotiations, representations or understandings between the Parties whether written or oral.
- 27.2 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of this Agreement.
- 27.3 If any provision or part of any provision of this Agreement is declared invalid or otherwise unenforceable, that provision or part of the provision as applicable will be severed from this Agreement. This will not affect the validity and/or enforceability of the remaining part of that provision or of other provisions.
- 27.4 Any relaxation of or delay by any Party in exercising any right under this Contract must not be taken as a waiver of that right and will not affect the ability of that Party subsequently to exercise that right.
- 27.5 Nothing in this Agreement shall create a relationship, partnership or joint venture between UHBristol and Glanso, the relationship is that of independent contractors engaged in the provision of services.
- 27.6 Each Party is responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

## **28. COUNTERPARTS**

- 28.1 This Agreement may be executed in any number of counterparts, each of which will be regarded as an original, but all of which together will constitute one agreement binding on all of the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart.

## **29. APPLICABLE LAW**

- 29.1 This Agreement is deemed made and shall be interpreted in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English Courts.

## **EXECUTION**

Executed by and on behalf of the authorised representatives of the Parties:

Executed by and on behalf of the University Hospitals Bristol NHS Foundation Trust

Signed:.....

 



Date: .....

Executed by and on behalf of the Glanso

Signed:.....





Date: .....

## Schedule 1

### Service Specification

Glanso will provide staff to support the delivery of high volume theatre lists within the Trust to help the Trust achieve its waiting standards. Glanso work with the Trust to identify areas where there is a specific threat to the Referral To Treatment Time (RTT) of cancer standards and deliver services to mitigate against this. Glanso provide all medical, nursing and healthcare assistants required to run a theatre list within the Trust. The patient pathway for which Glanso are responsible starts when the patient arrives in the hospital and finishes when the patient is discharged from recovery.

Referrals will be within the following specialties:

- All surgical specialties which may include: Upper Gastrointestinal, Lower Gastrointestinal, Thoracic, General, Cardiac, Cardiology, Gynaecology, Paediatrics, Ear Nose and Throat, Maxillofacial, Orthopaedics

UHBristol is required to undertake an initial review of all Patients to confirm that they meet the UHBristol's clinical criteria and determine their suitability for referral. To do this UHBristol will review patients suitable for surgery under the Glanso criteria. This will ensure that patients offered treatment will have passed an initial screening.

Pre-operative assessment (including anaesthetic assessment) will be arranged by UHBristol and undertaken at the Location.

UHBristol will ensure that those Patients who require pre-surgery diagnostic tests will have received these from the UHBristol and that the results are in the Patient notes.

As per normal UHBristol process, following the procedure, the Patient will be provided with a discharge letter, which will also be sent to the Patient's GP within 24 hours. A copy will be filed in the patient notes along with the results report and discharge summary and returned to UHBristol.

### Referral information

- Breach month and date – if applicable
- Month to be treated
- Procedure name
- Patient forename and surname
- Patient date of birth
- Patient address
- Two Patient telephone numbers
- GP name and address
- Specialty and named Consultant on waiting list
- NHS Number
- Date of Pre-op assessment (if carried out at NHS)

### Referral route

Referrals (a list of the referred Patients) should be made by via secure email connection to

All emailed referrals should be password protected.

### Referral Criteria

Glanso reserves the right to decline treatment to Patients who fall within the following criteria (should this be the case, this will be identified and notified to UHBristol within a maximum of 5 working days from receipt of referral from UHBristol).



## Referral Process

Glanso will give an indication of the capacity available by procedure each month to support identification of suitable patients.

UHBristol will provide all Patient information (on the patient detail spreadsheet) at least 6 days in advance of procedure requirement date. In the event of a late referral, these would be reviewed by Provider on an individual basis.

All Patient information to be received electronically and by secure email as above. Previously used UHBristol templates may be used providing they contain all information required and are approved by the NHS Co-Ordinator.

UHBristol will contact the patient with all the required pre-operative information and book the Patient.

Notes to be collected from, and delivered to, the Provider by UHBristol to an allocated department prior to surgery. Notes will be held secure and confidentially at all times by Glanso. The written perioperative record will be written in the notes as per normal UHBristol process. The Medway electronic record will be recorded as normal UHBristol practice. The notes will not leave the hospital premises and will be collected by the UHBristol within 3 days of the operation to allow coding. The

## Maintenance & Discharge Process

Where and when relevant Glanso is required, for governance purposes, to submit NHS Safety Thermometer data on their own behalf. Data should be collated in line with national guidance, using the NHS Safety Thermometer tool, and uploaded to the NHS Information Centre on a quarterly basis (i.e. data representing the three constituent months in a single quarter). A WHO checklist should also be completed prior to treatment of each patient.

Discharge Summaries to have specific information on all follow-up requirements and be generated by Glanso before the patient is discharged

The Provider will comply with its Care Pathways and Care of Children policies in delivering services.

The patients' T number, initials and procedure completed will be stored securely on the Glanso database.

For the period of this agreement the table below specifies accountability in a number of potential unintended events:

<b>LIST ORGANISATION</b>	
Patient selection for Glanso lists	Glanso
Volume of cases listed	Glanso
List generation and publication at least 6 days in advance with agreement of tariff.	UHBristol
Authority to change the list within the last 6 days before a list	Glanso
Responsibility for the ensuring at least half planned list attend for their operation and are fit for surgery (except for staff related absences)	UHBristol
Responsibility for adequate staff to ensure safe practice including and liability for cancelling the list (e.g. operator unwell)	Glanso
Responsibility for <b>all cause (see below)</b> cancellation beyond half of the list	Glanso
Appropriate pre-op assessment	UHBristol
Appropriate letters of attendance indicating date and time of operation	UHBristol
Completing electronic (Medway) and operation note for all cases on day of surgery and confirmation of tariff	Glanso
<b>STAFFING (those carrying out work for Glanso)</b>	
Ensuring staff enrolled and paid appropriately and on time	Glanso
Attendance of staff on list day	Glanso
Suitable breaks for staff	Glanso
Bonus scheme and payment	Glanso
Staff injury due to negligent process (employers' liability)	Glanso
Staff injury due to environment	UHBristol
<b>PAYMENT</b>	
Ensuring payment of cases completed and transferred to Glanso within 30 days	UHBristol
<b>PATIENT FACTORS (*CNST covered)</b>	
Patient injury	UHBristol
Patient death	UHBristol
Post operative complication	UHBristol
Unexpected overnight stay – patient transferred to UHBristol care via site team	UHBristol
Transfer to overnight facility - patient transferred to UHBristol care via site team	UHBristol
Further surgery to rectify complications other than same day	UHBristol
<b>OTHER FACTORS</b>	
Damage to equipment	Glanso
Damage to theatre environment (public liability)	Glanso
Failure of the operating theatre environment resulting in unsafe area for operating	UHBristol
Failure of suitable/sterile equipment on the day of surgery	UHBristol

Cancellations:


Operator unable to work	
Nurses not attending due to organisational failure	
30% of patients failed to arrive due to scheduling error	
50% of patients failed to arrive due to scheduling error	
70% of patients failed to arrive due to scheduling error	

100% of patients failed to arrive due to scheduling error	
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### **Disposable Equipment**

Disposable items including equipment, protective clothing and drugs are provided and paid for by the Trust for use by the Glanso. These items have a cost and are paid for from the proportion of the HRG tariff held by the Trust. Glanso will provide an in depth audit of the costs to ensure that the proportion of the HRG held by the Trust is greater than the sum of the items.

## Schedule 2

### Standards and Targets

**Standards:** The work carried out by Glanso complies completely with the existing UHB standards and performance are recorded using the existing electronic Medway database.

All Services must be provided in accordance with Good Clinical Practice.

Glanso must at all times ensure that the Services are compliant with UHBristol's licence from Monitor and if applicable the Provider shall obtain a NHS Provider licence from Monitor prior to the commencement of the Services.

Glanso shall ensure at all times that they comply with the regulations and guidance imposed by Monitor and the Care Quality Commission on both UHBristol and themselves as a provider of clinical services.

The Provider must comply with the following:

the existing UHBristol Operational Standards and thresholds.

the National Quality requirements and thresholds applied to UHB

the UHBristol Local Quality requirements and thresholds

ensure that Never Events do not occur, in the event that they do occur they must immediately contact UHBristol and provide all information in relation to the event and the Provider shall investigate the matter as directed by UHBristol and provide a response within 24 hours.

all guidance and regulations from statutory and regulatory bodies.

where required Care Quality Commission and monitor registration.

Glanso in consultation with UHBristol must continually review and evaluate the Services provided under this Agreement. The Provider shall discuss any lessons learned from evaluating and reviewing complaints, patient safety incidents, never events and service and staff involvement.

**Targets:** Glanso is facilitating UHBristol on an ad hoc basis to aid the delivery of targets and, the Provider has no responsibility in its own right for any hospital targets. The performance of Glanso to deliver against ad hoc theatre lists as agreed by the divisional managers will be reviewed on a 3 monthly basis as per Schedule 2.

### Schedule 3

**(a) Service and Service Charges**

The Services to be provided will be those operations, procedures and treatments of the type referred to in Schedule 1 requested by UHBristol in respect of a Patient.

## Procedures

[illegible]



## Schedule 4

### Reporting

In this agreement, Glanso staff carrying out work at the UHBristol's site using the UHBristol's normal processes for reporting within the Trust. In this agreement all the reporting standards set out in paragraph 7 in the contract apply using the normal UHBristol reporting processes including:

Incident reporting

Safeguarding concerns

Glanso will give details to inform the UHBristol's Services Quality Performance Report which shall include but not limited to the performance against Operational Standards, any failures to meet the Standards, details of any incidents and Never Events and any complaints which shall include but not be limited to key themes.

## Schedule 5

### Equipment

All equipment, and the preparation/cleaning of, is entirely the responsibility of the UHBristol.

Ensuring equipment is used in a safe manner as outlined by UHBristol and national guidelines is the responsibility of Glanso who will also ensure that the equipment is returned by appropriate transport from sterile services.

Disposable equipment use is outlined in schedule 1.

Any specific equipment purchased and brought into the UHBristol's theatre environment will be entirely the responsibility of the Provider, including but not limited to the Provider ensuring that the said equipment is fit for purpose; appropriately maintained and appropriate to use for the purpose intended.

## Schedule 6

### Definitions

In this Agreement the following words shall have the following meanings:

<b>"Agreed Premises"</b>	UHBristol premises that it has been agreed that Glanso may use to carry out the Services detailed in Schedule One.
<b>"Change in Law"</b>	means: 1 the coming into effect or repeal of any applicable statute, proclamation, delegated or subordinate law;
<b>"Clinical Negligence Scheme for Trusts"</b>	Clinical Negligence Scheme for Trusts handles all clinical negligence claims against member NHS bodies where the incident in question took place on or after 1 April 1995 (or when the body joined the scheme, if that is later). Although membership of the scheme is voluntary, all NHS Trusts (including Foundation Trusts) and Primary Care Trusts (PCTs) in England currently belong to the scheme.
<b>"Consultant"</b>	means a consultant who provides professional medical or professional clinical services to Patients;
<b>"Fees"</b>	means the fees payable by the UHBristol to Glanso for the Services as set out in Schedule 1;

<b>“Good Clinical Practice”</b>	means using standards, practices, methods and procedures conforming to the Law and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider and a person providing services the same or similar to the Services at the time the Services are provided, including assigning a Consultant to each Patient who will be clinically responsible for that Patient at all times during the Patient’s care by Glanso;
<b>“Good Health and/or Social Care Practice”</b>	means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced provider and a person engaged in the provision of services the same as or similar to the Services at the time the Services are provided;
<b>“Guidance”</b>	means any applicable health or social care guidance, direction or determination which the UHBristol has a duty to have regard to, to the extent that the same a republished and publicly available or the existence or contents of them have been notified to Glanso by UHBristol and which for the avoidance of doubt shall include but not be limited to the NHS Operating Framework;
<b>“Indemnity Arrangements”</b>	Means: (a) a policy of insurance; (b) an arrangement made for the purposes of indemnifying a person or organisation; or (c) a combination of a policy of insurance and an arrangement made for the purposes of indemnifying a person or organisation.
<b>“Indirect Losses”</b>	means loss of profits (other than profits directly and solely attributable to provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;
<b>“Law”</b>	means: 1. any applicable statute or proclamation or any delegated or subordinate legislation or regulation;
<b>“Location”</b>	means UHBristol premises as agreed by the Parties and documented in writing
<b>“Losses”</b>	means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services), proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses;
<b>“Minimum Dataset”</b>	means the Patient information to be provided by the UHBristol to Provider as set out in Schedule 2;
<b>“Patient”</b>	means a person who receives treatment or care as part of the provision of the Services
<b>“Services”</b>	means the services detailed in Schedule 1, or any one of them;



**“Service Charges”**

means the charges for the Services as detailed in Schedule 1

**“Staff”**

means persons employed by Glanso carrying out Services on behalf of Glanso.

## PART B – SERVICE SPECIFICATIONS

<b>Service Specification No.</b>	
<b>Service</b>	
<b>UHBristol Lead</b>	
<b>Provider Lead</b>	
<b>Period</b>	8 <sup>th</sup> May 2019 – 8 <sup>th</sup> May 2020
<b>Date of Review</b>	May 2020

### 1. Purpose of the Service

*What is the primary aim?*

Complete operations to clear waiting list for failed 18wk RTT

*Who is the service for?*

UHB patients

*What does it do?*

Operations and interventional procedures

### 2. Scope

#### 2.1 Eligibility Criteria

2.1.1 Age: any

2.1.2 Commissioner: UHBristol

2.1.3 Referrals accepted from: UHBristol

2.1.4 Referrals can be made via email to or

2.1.5 Clinical Indications: day case or overnight stay

#### 2.2 Service Delivery

2.2.1 Hours of delivery: Weekends and evenings

2.2.2 Days/Weeks per year of operation: N/A

2.2.3 Location: UHBristol theatres and cath labs

#### 2.3 Service description/care pathway

2.3.1 Flow Chart or description of pathway(s): Standard UHBristol pathway

2.3.2 Discharge criteria and procedure: Standard UHBristol pathway

**2.4 Interdependence with other services/providers**

None

**3. Applicable Service Standards**

**3.1 Applicable national standards (eg NICE)**

**3.2 Applicable standards set out in Guidance and/or issued by a competent body (eg Royal Colleges)**

**3.3 Applicable local standards**

Glanso must comply with all UHBristol standards of care and/or policies and procedures including those set out in contracts by the trusts commissioners.

**4. Applicable quality requirements and CQUIN goals**

**4.1 Applicable quality requirements (See Schedule 4 Parts A-D)**

**4.2 Applicable CQUIN goals (See Schedule 4 Part E)**

None

**5. Performance Management and Monitoring**

**5.1 Performance Review body**

None

**5.2 Information requirements**

Every 3 months the cases completed in the previous quarter will be reviewed against planned volume. Patient feedback, complications and readmission rates will be produced for these cases to assess the quality of the service. Activity for the next 3 months will then be determined and recorded (See appendix 1)

**This section is to be filled for each specialty or division within UHB:**

**Appendix 1.**

Quarterly meetings with UHBristol Divisional Management team to satisfy Schedule 2, 5.2:  
*Information requirements: Every 3 months the cases completed in the previous quarter will be reviewed against planned volume. Patient feedback, complications and readmission rates will be produced for these cases to assess the quality of the service. Activity for the next 3 months will then be determined and recorded.*

Date: 8<sup>th</sup> May 2019

Division: *Specialised Services*

Review of previous quarter:

Activity planned volume: *None*

Quality of Service :

Patient feedback: *N/A*

Readmissions and Complications: *N/A*

Activity for the next quarter determined:

[Redacted]

[Redacted]

Signed:.....

Name: [Redacted]

Position: [Redacted]

Date: .....

Executed by and on behalf of the Glanso

Signed:.....

Name: [Redacted]

Position: [Redacted]

Date: .....

**This section is to be filled for each specialty or division within UHB:**

**Appendix 1.**

Quarterly meetings with UHBristol Divisional Management team to satisfy Schedule 2, 5.2:  
*Information requirements: Every 3 months the cases completed in the previous quarter will be reviewed against planned volume. Patient feedback, complications and readmission rates will be produced for these cases to assess the quality of the service. Activity for the next 3 months will then be determined and recorded.*

Date: 8<sup>th</sup> May 2019

Division: *Women's and Children's*

Review of previous quarter:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Activity for the next quarter determined:

[Redacted]

[Redacted]

[Redacted]

Signed:.....

Name: [Redacted]

Position: [Redacted]

Date: .....

Executed by and on behalf of the Glanso

Signed:.....

Name: [Redacted]

Position: [Redacted]

Date: .....