

DATED

2021

SUPPLY OF SERVICES AGREEMENT

between

PRACTICE PLUS GROUP HEALTH AND REHABILITATION SERVICES LIMITED

and

PRACTICE PLUS GROUP URGENT CARE LIMITED

PARTIES

- (1) **PRACTICE PLUS GROUP HEALTH AND REHABILITATION SERVICES LIMITED** incorporated and registered in England and Wales with company number 10498997 whose registered office is at Hawker House, 5-6 Napier Road, Reading, Berkshire. RG1 8BW (**PPG**).
- (2) **PRACTICE PLUS GROUP URGENT CARE LIMITED** incorporated and registered in England and Wales with company number 05232967 whose registered office is at Hawker House, 5-6 Napier Road, Reading, Berkshire. RG1 8BW (**Contractor**).

BACKGROUND

- (A) PPG entered into a Contract with NHS England and NHS Improvement – South (South East) of York House, 18-22 Massetts Road, Horley, Surrey RH6 7DE to provide a variety of primary health care services to detainees within immigration removal centre sites (Brook House and Tinsley House) (Gatwick IRC) from 1 September 2021 to 31 August 2028.
- (B) Whilst the arrangements are legally to be structured between the parties as a subcontract, the parties agree to work together in a cooperative and partner like manner.
- (C) PPG wishes to engage the Contractor to provide Out Of Hours GP services in connection with the provision of Healthcare services by PPG under the Contract and the Contractor has agreed to provide those services on the terms and conditions of this agreement.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

PPG Manager: PPG's manager for the Services.

Commencement Date: 1 September 2021.

Commissioner: the Commissioner (also known as NHS England and NHS Improvement – South (South East) of York House, 18-22 Massetts Road, Horley, Surrey RH6 7DE).

Contract: the NHS Standard Contract entered into on or about 1 September 2021 between PPG and the Commissioner for the provision of Healthcare services to detainees at Gatwick IRC.

Contractor's Manager: the Contractor's manager for the Services appointed under clause 3.

Document: includes, in addition to any document in writing, any drawing, plan, chart, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Expiry Date: 31 August 2028 or such other date as may be fixed under the Contract.

Healthcare Services: the healthcare services to be provided by PPG under the Contract.

Services: the provision of: (i) the services the scope of which are set out in Schedule 1; and (ii) the Contractor's obligations under this agreement.

Service Commencement Date: means the date that PPG and the Commissioner agree that Services will commence in accordance with the provisions of the Contract.

Sites: Gatwick Immigration Removal Centre (Gatwick IRC), Brook House and Tinsley House Perimeter Road South, London Gatwick Airport, Lowfield Heath, Gatwick RH6 0PQ or such other premises as PPG and the Contractor may agree from time to time, being the locations at which the Contractor will perform the Services.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 Words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.7 Where the words **include(s)**, **including** or **in particular** are used in this agreement, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.
- 1.8 Any obligation in this agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce to that thing being done.
- 1.9 Except as provided expressly in this agreement, terms as defined in the Contract shall have the same meaning when used in this agreement.
- 1.10 Except as provided expressly in this agreement, the rules of interpretation in the Contract shall apply to this agreement.

- 1.11 For the purposes of this agreement, and unless the context otherwise requires, references in the Contract to 'this Contract' shall be to the Contract as incorporated into this agreement, with the alterations made for the purposes of this agreement.

2. PROVISION OF SERVICES

- 2.1 The Contractor shall provide the Services to PPG at the Sites on the terms and conditions of this agreement.
- 2.2 The Contractor acknowledges and agrees that in all aspects of its provision of the Services and otherwise relating to its undertaking the obligation to provide the Services, it shall be bound to PPG as PPG shall be bound to the Commissioner under the Contract except as further or otherwise provided in this agreement.
- 2.3 Except as further or otherwise provided in this agreement, the Contract shall be used to determine the respective rights and duties of PPG and the Contractor under this agreement except that:
- (a) wherever in the Contract there is a reference to the 'Commissioner' or a term referring to the 'Commissioner', for the purposes of this agreement a reference to 'PPG' or a term referring to 'PPG' shall be substituted; and
 - (b) wherever in the Contract there is a reference to the 'Provider' or a term referring to the 'Provider', for the purposes of this agreement a reference to the 'Contractor' or a term referring to the 'Contractor' shall be substituted.
- 2.4 PPG and the Contractor acknowledge that they are fully aware of the terms of the Contract which have been made available to it by PPG with details of levels of charges redacted.
- 2.5 The Contractor shall:
- (a) co-operate with PPG in all matters relating to the Services;
 - (b) co-operate with PPG in respect of all reporting requirements under the Contract including without limitation providing information and assistance in connection with the preparation and submission of those reports which are referred to in Schedule 6A of the Contract (the content of such reports to be in compliance with the relevant provisions of the Contract and any other details as agreed between the parties);
 - (c) provide the Services in a manner which is consistent with and enables PPG to comply with the terms of the Contract and do not do anything which causes PPG to breach such terms;
 - (d) maintain complete and accurate records of the performance by the Contractor of the Services in such form as PPG shall approve and allow PPG to inspect and take copies of such records at all reasonable times on request; and

- (e) not sub-contract its obligations under this agreement without the approval of the Commissioner and PPG (such approval not to be unreasonably withheld or delayed).
- 2.6 The Contractor acknowledges and agrees that it, and all of its Staff (where applicable) will conform with its obligations as a sub-contractor under the Contract so as to ensure PPG remains compliant with its own obligations under these provisions.
- 2.7 The Contractor warrants and represents to PPG that it:
 - (a) has and will maintain all Indemnity Arrangements and Consents; and
 - (b) is a person that is qualified and competent to provide the Services.

3. CONTRACTOR'S MANAGER, PPG MANAGER AND REPRESENTATIVES

- 3.1 The Contractor shall:
 - (a) subject to the prior written approval of PPG, appoint or, at the written request of PPG, replace without delay the Contractor's Manager, who shall have authority under this agreement contractually to bind the Contractor on all matters relating to the Services;
 - (b) promptly inform PPG of the absence (or anticipated absence) of the Contractor's Manager and, if PPG requires, provide a suitably qualified replacement; and
 - (c) not change the Contractor's Manager without the prior written approval of PPG (such approval not to be unreasonably withheld or delayed); and
 - (d) procure the attendance of relevant representatives at any meeting relating to the Contract and the Services, as required by PPG or the Commissioner from time to time.
- 3.2 PPG shall appoint the PPG Manager, who shall have authority under this agreement contractually to bind PPG on all matters relating to the Services.
- 3.3 The PPG Manager and the Contractor's Manager shall meet as reasonably required by either party to discuss matters relating to the Services.

4. COMMENCEMENT, DURATION AND TERMINATION

- 4.1 This agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with this clause 4, shall continue in effect until the Expiry Date whereupon it shall terminate unless extended in accordance with clause 4.2.
- 4.2 If the Contract is extended and the parties have agreed to similarly extend this agreement, this agreement shall remain in effect:
 - (a) on the same terms or such other terms as may be agreed in writing; and

- (b) for the period of extension of the Contract or such other period as may be agreed in writing.

- 4.3 If the Contract expires or is terminated for any reason PPG may terminate this agreement forthwith by notice to the Contractor without payment of any compensation or damages.
- 4.4 PPG may terminate this agreement at any time by serving on the Contractor not less than six (6) months' written notice.
- 4.5 The provisions of this clause 4 and the terms of the Contract and the Tri-partite Agreement which are incorporated into this agreement set out the only circumstances in which this agreement may be terminated.

5. CHANGE PROCEDURE

- 5.1 If any changes are made to the services to be performed under the Contract, or to the manner or terms of their delivery, which in the opinion of PPG necessitate changes to the Services or the manner of their delivery, PPG shall inform the Contractor of such changes and the terms of this agreement shall be varied in accordance with such notification with effect from the date of such notification or, as appropriate, any date specified for such changes set out in such notification.
- 5.2 The Contractor and PPG shall implement any change to the Services required pursuant to the terms of the Contract.

6. CHARGES AND PAYMENT

- 6.1 In consideration of the provision of the Services by the Contractor, PPG shall pay the charges as set out in Schedule 2. The charges are fully inclusive of all costs for the Services.
- 6.2 Payments of all sums due by PPG to the Contractor shall be made within 30 days from the date of receipt by PPG of a valid invoice from the Contractor.

7. REMEDIES

If any Services are not supplied in accordance with, or the Contractor fails to comply with, any terms of this agreement, PPG shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:

- (a) to rescind this agreement;
- (b) to refuse to accept the provision of any further Services by the Contractor;
- (c) to require the Contractor, without charge to PPG, to carry out such additional work as is necessary to correct the Contractor's failure; and

- (d) in any case, to claim such damages as it may have sustained in connection with the Contractor's breach (or breaches) of this agreement not otherwise covered by the provisions of this clause 7.

8. PATIENT CONFIDENTIALITY, DATA PROTECTION, FREEDOM OF INFORMATION AND TRANSPARENCY

- 8.1 The Contractor acknowledges and agrees that it will comply with the terms of General Condition 21 of the Contract in respect of accessing any personal or confidential information or interacting with Service Users.
- 8.2 Where the Contractor is to process Personal Data on behalf of PPG under this agreement, the Contractor will:
 - (a) take appropriate technical and organisational security measures governing the data processing to be carried out, and will take reasonable steps to ensure compliance with those measures;
 - (b) process such personal data only in accordance with PPG's instructions;
 - (c) comply at all times with obligations equivalent to those imposed on PPG by virtue of the Seventh Data Protection Principle;
 - (d) allow rights of audit and inspection in respect of relevant data handling systems to PPG or to the Commissioner or to any person authorised by PPG or by the Commissioner to act on its behalf; and
 - (e) impose on its own sub-contractors (in the event that the Contractor sub-contracts any of its obligations under this agreement) obligations that are substantially equivalent to the obligations imposed on the Contractor by this clause 8.2

9. CHANGE IN CONTROL

The Contractor shall inform PPG in writing on, and in any event within 5 Operational Days following a Change in Control in respect of the Contractor.

10. ENTIRE AGREEMENT

- 10.1 This agreement and the documents referred to in it constitute the entire and only agreement between the parties relating to the subject matter of this agreement and supersede and extinguish any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating to or in connection with this agreement.
- 10.2 Nothing in this clause shall limit or exclude any liability for fraud.

11. ASSIGNMENT

- 11.1 The Contractor shall not, without the prior written consent of PPG, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.
- 11.2 PPG may, at any time, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this agreement.

12. NO PARTNERSHIP

Nothing in this agreement and no action taken by the parties pursuant to this agreement shall constitute, or be deemed to constitute, the parties a partnership, association, joint venture or other co-operative entity.

13. RIGHTS OF THIRD PARTIES

- 13.1 Save as provided in clause 13.2, the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement and no person other than the parties to this agreement shall have any rights under it, nor shall it be enforceable under that Act by any person other than the parties to it.
- 13.2 The Commissioner shall, pursuant to the Contracts (Rights of Third Parties) Act 1999, have the right to enforce any term of this agreement (including as if it were PPG).

14. NOTICES

- 14.1 Save as otherwise specified in this agreement or where the context otherwise requires, any notice or other information required or authorised by this agreement to be given by either party to the other party must be in writing and may be served:
- (a) personally;
 - (b) by post or recorded, special or equivalent delivery post;
 - (c) by facsimile transmission; or
 - (d) by any other means which PPG specifies by notice to the Contractor from time to time.
- 14.2 Any notice or other information shall be sent to the address specified in this agreement or such other address as PPG or the Contractor has notified to the other.
- 14.3 Any notice or other information shall be deemed to have been served or given:
- (a) if it was served personally, at the time of service;
 - (b) if it was served by post, two Business Days after it was posted; and

(c) if it was served by facsimile transmission, at the time of transmission.

- 14.4 Where notice or other information is not given or sent in accordance with clauses 14.1 to 14.3, such notice or other information is invalid unless the person receiving it elects, in writing, to treat it as valid.

15. GOVERNING LAW AND JURISDICTION

This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

16. COUNTERPARTS

The Contract may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all the parties, shall constitute a full original of this Contract for all purposes.

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Scope of Services

OUT OF HOURS GP SERVICE


GP Out Of Hours services are to be provided Monday - Friday 6.30pm – 8.00am and on Saturday/Sunday/ Bank Holidays 5.00pm – 8.00am.

The service is priced with the following assumptions:

1. A F2F visit once per month to one detainee
2. One telephony case per week.

In the event that demand for services exceeds the above a review will be undertaken and pricing amended to reflect cost of delivery.

Services are to be provided in accordance with the Service Specification appended for ease of reference.

Service	Healthcare Services at Gatwick Immigration Removal Centre (Brook House and Tinsley House)
Commissioner Lead	Alison Fowler
Provider Lead	Dawn Jessop
Period	1 st September 2021 – 31 st August 2028
Date of Review	Annually
Specification Documents Forming this Service	Primary Care Service – Medical and Nursing  Gatwick IRC - Service Spec PC.docx

1. Population Needs
1.1 National/local context and evidence base The 2012 Health and Social Care Act mandates NHS England and NHS Improvement (NHSE/I) to commission ‘health services across IRCs and other places of prescribed detention’. The immigration removal estate constitutes places of prescribed detention, as such, this specification describes the required degree of primary care services that need to be delivered in these environments, ensuring that the principle of ‘equivalence’ is adhered to, enabling patients access to physical and mental health care as required in line with services offered in the community. This service specification outlines what should be included in a primary care service being offered to patient populations in IRCs and Short-Term Holding Facilities. It also includes guidance for the

support that should be offered to individuals with learning disabilities and other vulnerabilities (such as identifying people with a history of trauma, mental health presentations, physical impairments including sight and hearing loss and broader cognitive impairments - learning disabilities, autism, neuro disability or acquired brain injury).

It is an integral part of the primary care of a person in detention that such vulnerabilities are brought to attention of the detaining authorities. Delivery of the healthcare services should support the mechanisms in train for identifying individuals who, because of their physical or mental health needs may not be suitable for remaining in detention and need to be considered in relation to the Adults At Risk Policy¹.

Compassionate care needs to be delivered to patients at all times mindful of the previous trauma a person may have received at the hands of others.

The purpose of health care in detention facilities is to provide an excellent, safe and effective service to all detainees ensuring access to and the quality of services delivered is equivalent to that of the community². Services should meet the objectives and outcomes of national frameworks and priorities and are expected to develop and implement measures to monitor these outcomes.

Services should operate from a position of 'Making Every Contact Count'. Wherever a patient presents to any health service, or via some other intervention, it is incumbent upon providers to meet immediate needs and bring appropriate provision to the patient and not 'send' them to another intervention.

Clinicians should be able to adapt evidence-based treatments from the wider community to the IRC estate and regime and be able to work with security staff and systems to reduce harm and to manage risk, particularly the risk of fatalities and self-inflicted harm as well as other risks to consider such as abuse and exploitation. They should also have established links with other providers serving the detention facilities and engagement with the third sector providers supporting individuals, where appropriate, to ensure a holistic package of care and support.

2. Outcomes

2.1 NHS Outcomes Framework Domains & Indicators

Domain 1	Preventing people from dying prematurely
Domain 2	Enhancing quality of life for people with long-term conditions
Domain 3	Helping people to recover from episodes of ill-health or following injury
Domain 4	Ensuring people have a positive experience of care
Domain 5	Treating and caring for people in safe environment and protecting them from avoidable harm

¹ HO AAR Policy see p 85 for link to policy document.

² For NHSE/I the principle of equivalence across the detained estate does not mean 'the same as' but supports an approach where access to services is not compromised by a persons physical circumstances. There is a full definition of this PoE on page 16 of this document.

2.2 Local defined outcomes

The NHS Outcomes Framework cuts across a number of specific elements of patient care, not all of which apply to the patient population in an IRC.

It is therefore important to consider the outcomes described in embedded Service Specification(s) to ensure that relevant focused outcomes for this patient population are considered.

3. Scope

3.1 Aims and objectives of service

Brook House

Brook House opened in March 2009 and is a purpose-built immigration removal centre with a prison design on the perimeter road of Gatwick Airport. It holds a mix of detainees, including a number who are regarded as too challenging or difficult to manage in less secure centres and those waiting to be removed from the UK on organised charter flights. Operational capacity is 448 and the profile of the population is diverse, both from an ethnic and a nationality perspective. It has a churn of up to 1000 per month. The centre has four main wings. The ground floor of the induction wing is a discrete unit (E wing) used to manage detainees with complex needs and for removal from association/temporary confinement. Levels of violence are low. This site does not currently have a dental suite but it is anticipated there will be one in place for the new contract.

Tinsley House

Tinsley House is a small immigration removal centre (IRC) close to Gatwick airport and Brook House. It holds predominantly young men although children and women are also detained in its family unit. Operational capacity is 162. There are bedrooms for holding between two and six men plus communal shower and toilet facilities on each residential corridor. It also has a stand-alone family unit of up to 9 units and a capacity of 16 used for families and young women (some pregnant) for up to 3 days and only longer by authority from the Minister. This unit will need to be resourced from healthcare with consideration for key roles to support pregnancy and children's needs where required. Like Brook House, there is no on-site dental suite.

Both Brook House and Tinsley House have a high turnover of arrivals and departures each month.

The service is to be made available to all detainees within the establishment. The provider must meet the unique needs of the establishment and take into account the needs of the population within that establishment.

The service model and how the needs and diverse cultures of the detainees are met must be designed for the Gatwick IRC setting in collaboration with other services provided in the establishment. The service model needs to include the appropriateness of the Gatwick IRC estate to facilitate effective treatment and recovery interventions, such as a healthcare setting which actively promotes recovery, calm, safe and appropriate dispensing facilities, confidential and secure delivery of treatment and care.

It is understood that the detained population is not a stable population. Detainees should have urgent

healthcare needs identified and managed appropriately. Where there are other more complex or chronic health problems diagnosed, again where possible these should be responded to by an active management plan which takes account of care pathways and which recognises limitations of continuity of care in those who may be removed or deported from the UK.

Our vision at Gatwick IRC is that:

- Detainees receive high quality healthcare services, to the equivalent standards of community services, appropriate to their needs and reflecting the circumstances of detention. These services are to be made available based on clinical need and in line with the Detention Centre rules and Short-Term Holding Facility rules.
- Health and wellbeing services seek to improve health and wellbeing (including parity of esteem between services which address mental and physical health), tackle health inequalities and the wider determinants of health.
- A new on-site emergency and urgent dental service is provided.

This is a “Prime Provider” model, where service providers must work collaboratively and flexibly with the lead provider to deliver an integrated service.

The lead provider will serve to improve the health and wellbeing of people during their stay in immigration detention, ensuring safe and effective care supporting earlier diagnosis and treatment of illnesses which will protect the wider population and contribute towards our respective statutory responsibilities to reduce health inequalities. The provider will work in a secure environment but with a relaxed regime giving as much free movement as possible to detainees.

The lead provider will support the Home Office’s objectives of:

- Ensuring those in detention are held securely and safely, treated humanely and encouraged to depart the UK voluntarily and/or compliantly.
- Ensuring that where removals are enforced, they happen as quickly as possible and are successful first time around.
- Maintaining a safe and secure environment.
- Detainees make the most productive use of their time.
- Having an awareness of the anxieties a detained person may be subject to.

The service provider will strive to continuously improve service delivery, embrace innovation and provide a flexible service which can readily respond to the changing health needs of the population.

To deliver the vision, Commissioners expect the lead Provider to:

- Collaborate with NHS England and NHS Improvement (NHSE/I), Immigration Enforcement (HOIE) Public Health England (PHE), HMPPS and DHSC to deliver the joint priorities of the National Partnership Agreement.
- Form robust working relationships and effective communication processes with the Home Office and Gatwick IRC removal centre leadership team
- Form robust working relationships and communication processes with other providers of services to detainees operating at Gatwick IRC

4. Applicable Service Standards

4.1 Applicable national standards (e.g. NICE)

4.2 Applicable standards set out in Guidance and/or issued by a competent body (e.g.

	Royal Colleges)
4.3	Applicable local standards
5.	Applicable quality requirements and CQUIN goals
5.1	Applicable Quality Requirements (See Schedule 4A-C)
5.2	Applicable CQUIN goals (See Schedule 3E)
6.	Location of Provider Premises
6.1	<p>The Provider's Premises are located at:</p> <ul style="list-style-type: none"> a. Brook House: Perimeter Rd S, London, Lowfield Heath, Gatwick RH6 0PQ b. Tinsley House: Gatwick Airport, Lowfield Heath, Gatwick RH6 0PQ
7.	Individual Service User Placement
8.	Applicable Personalised Care Requirements
8.1	Applicable requirements, by reference to Schedule 2M where appropriate

Schedule 2 Pricing

The charges for the Services are:

IRC Gatwick Out Of Hours GP Provision

Set-up costs: 10 days of consultants work at circa [] per day to set up the system [] **one-off cost**.

Service Provision: [] per annum billed in monthly instalments at the end of each month [] **per month**, subject to review based on activity.

Invoice to be raised at the end of the month and undisputed invoices will be paid within 30 days.

Schedule 3 Other Relevant Information

Relevant KPIs from main contract to be dropped down into this subcontract as appropriate.

KPIs

Meeting Schedules

Reporting requirements and timescales

Any other information

Signed by David Stickland,
a director for and on behalf of
**PRACTICE PLUS GROUP
HEALTH AND
REHABILITATION SERVICES
LIMITED**

.....
Chief Financial Officer

Signed by David Stickland,
a director for and on behalf of
**PRACTICE PLUS GROUP
URGENT CARE LIMITED**

.....
Chief Financial Officer