

DATED 26 AUGUST 2021

SUPPLY OF SERVICES AGREEMENT

between

PRACTICE PLUS GROUP HEALTH AND REHABILITATION SERVICES LIMITED

and

THE PRISON OPTICIANS COMPANY LIMITED

THIS AGREEMENT is dated 26 August 2021

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 Houe, 5-6 Napier Road, Reading, Berkshire. RG1 8BW (**PPG**).
- (2) **THE PRISONS OPTICIANS COMPANY LIMITED** incorporated and registered in England and Wales with company number 06828145 whose registered office is at 35 Earl Street, 2nd Floor County House, Midstone, KENT , ME14 1PF (**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 Optometry 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

OPTOMETRY SERVICE

1.1 Health and Justice Outcomes

1. Contributing to the patient population's improved health through the effective detection and management of sight problems and eye disease.
2. Service delivery is grounded in the principles of clinical governance.
3. Patients are referred promptly to secondary care services where clinically indicated.
4. Services as delivered as part of an integrated healthcare service as set out within the full range of service specifications within this contract.
5. Delivery of services is in accordance with good practice and is regularly audited.
6. Service delivery is equitable to the community.
7. Patients receive timely, efficient services which enhance their health and wellbeing.
8. Robust continuity of care arrangements are in place to support patients on release or transfer to another establishment through engineered clinical transfer processes and appropriate engagement with the Through the Gate initiative as part of the Transforming Rehabilitation Agenda.
9. Patient views and feedback are regularly obtained and their comments reflected in continuous service improvement.

SCOPE

1.2 Aims and Objectives of the Service

- a. To provide prisoners with access to the same range and quality of optometric services as is provided within the community, within the confines of a secure setting
- b. To work with the prison healthcare services to deliver an integrated service where all providers work together as a team to deliver patient centred care.
- c. To provide services which have capacity and capability to respond to changes in health needs arising from changes in policy.

1.3 Service Description

The Provider must ensure this service is provided taking into account the following:

- a. Eye assessment to include the assessment of ocular health, to include glaucoma testing.
- b. Detection and diagnosis of ocular disease.
- c. Checking for signs and symptoms of general health conditions (e.g. diabetes).
- d. Prescription, supply and fitting of NHS spectacles including minor adjustments and repairs
- e. Providing advice as appropriate.
- f. Referral to medical practitioners if necessary.
- g. Diabetic retinopathy screening. This may either be delivered directly by the Provider if they have the appropriate training and equipment or through arrangements with a community service provider. The Commissioner must be advised of and authorise the service model arranged.
- h. The Provider will be required to ensure that the prison clinical IT system is used for prescribing on-site, prison formulary and other medicines related policies are adopted and used highlighting to the healthcare team where this is not possible. Clinicians are

permitted to use their discretion in prescribing (or requesting that the GP prescribe) however it is expected that the majority of prescribing adheres to the prison formulary in support of both patient safety and prison security. It is also expected that clinicians will agree prescribing responsibilities between themselves and the GP services within the prison to ensure safe and continuous access to medicines that reflect local, regional or national policy.

1.5 Health Promotion

NHS England, in partnership with HMPPS and Youth Justice Board (YJB), have a responsibility to ensure that prisoners have access to health services that are broadly equivalent to those the public receives from the comprehensive health service. This responsibility will extend between 2013 and 2015 to include police custody suites, Immigration and removal centres, and Secure Training centres (STCs) and Secure Children Homes – welfare only (SCHs WO). All places of detention must provide health education, patient education, prevention and other health promotion interventions within that general context.

Primary health services in prison and other accommodation of a prescribed description should work alongside other custodial staff and include programmes that specifically address:

- Mental Health Promotion and Well-being,
- Smoking cessation/reduction;
- Healthy eating and nutrition, to include BMI assessment
- Healthy lifestyles, including relationships
- Sexual health and parenting
- Prevention of the transmission of blood borne viruses to include the provision of disinfecting tablets for sterilisation
- The training of people in prison and other accommodation of a prescribed description as peer educators- health trainers
- Access to a range of physical exercise programmes appropriate to age and needs.
- Rebuilding of fragmented family and peer relationships.

1.6 Population Covered

Detainees within immigration removal centre sites (Brook House and Tinsley House) (Gatwick IRC).

1.7 Days and Hours of Operation

Hours to be agreed with the prison as required to meet the requirements of the establishment and provide suitable access to prisoners equivalent to that of the community.

Each session will include administration time and will last 3.5 hours.

The Optometry service will deliver services with regard to the prison regime timetable.

1.8 Referral Criteria

All prisoners are entitled to the full range of NHS services and will be scheduled for an urgent appointment as follows:-

- the patient has glasses that are missing
- the patient has unexplained headaches, following assessment by the prison doctor
- the patient has a family history of glaucoma
- the patients has been diagnosed as diabetic
- following urgent referral from the establishment doctor

1.9 Exclusion Criteria

- Different frames, varifocals, tinted (unless clinically necessary) or photochromic lenses, contact lens and low vision aids are outside of the scope of this agreement. Patients will be expected to pay themselves for any upgrades to the basic spectacles offered. Tinted lenses should not be issued other than in exceptional circumstances where it is considered to be clinically necessary. If tints have been provided the nature of the clinical reasons should be documented in the patients notes and a supporting statement provided.
- Two pairs of spectacles - No patient is automatically entitled to a spare pair of glasses of the same prescription. Exceptionally it may be clinically necessary to provide a prescription for a spare pair. Each case should be judged on its merits by the Optician. It should be made clear to patients and/or their guardians that this is not an automatic entitlement each time a new prescription is issued.
- Patients who routinely lose or damage their glasses must be advised that no more than 2 pairs of glasses will be provide free of charge within a rolling 6 month period unless it is clear that the damage/lose is not the responsibility of the patient. Any additional glasses required must be funded by the patient.
- Low/small prescriptions - It is not expected that patients who are virtually emmetropic, with good unaided vision and no distinctive symptoms, will be prescribed spectacles without clear evidence for their need, as recorded in the clinical notes. Should there be
- Any exceptional circumstances this should be clearly disclosed on the invoice or in supporting documentation.
- If a patient wishes to obtain private optometric treatment this can only be achieved if there is agreement between the Provider, Commissioner and establishment operator. Any private work must occur outside of the agreed sessions detailed within this specification and the patient must bear all costs for treatment including security procedures to be implemented. This will include therefore costs of escort and travel arrangements? I would think that the prisoner would have to travel to a private practice? They may not necessarily be granted permission to do so.
- Specialist ophthalmic treatment and ophthalmic surgery.
- Treatment of staff and visitors.
- Emergency ophthalmic treatment will be provided through referral of the patient to the nearest Accident and Emergency Department.

1.10 Demand Management

The Provider will proactively manage keeping waiting times to a minimum by the proactive management of demand and capacity and implementation of a flexible reactive appointment system that is responsive to need. But within the confines of the regime day?

DNA rates should not normally exceed 10%.

1.11 Applicable Service Standards

NATIONAL STANDARDS

- a. The Provider will ensure that the service is provided in accordance with:
 - i. General Ophthalmic Service Review
 - ii. NSF and NICE guidance
 - iii. NHS standards of quality, access and effectiveness and comply with the core Clinical Quality Commission requirements.
 - iv. Appropriate Statutory Rules and Prison Service Standing Orders as set down by the Prison Service;
- b. The Provider will provide a high quality primary optometric service that provides equity with community services as much as possible within the constraints of a custodial environment, and is based on the services within the National General Ophthalmic Service (GOS) contract.
- c. The Provider will ensure that strong links are developed and maintained with the community service models in order to ensure consistency, comparative and quality care are maintained and updated in line with local and national priorities/strategies.
- d. The Provider will work with the Commissioner and the HMPPS to support a reduction in the number of unnecessary patient transfers to hospital. This is to be achieved by ensuring that all patients that can be appropriately and safely treated within the prison are done so.
- e. Public Health/health promotion and prevention. The Provider is required to deliver all aspects of the annual Public Health section 7a service specification.

1.12 Access Requirements

- a. Urgent referrals are to be seen within 7 days of referral.
- b. Routine referrals should be seen within 6 weeks of application/referral. Urgent cases must be accommodated alongside routine cases but should not elongate the waiting lists or move clients down the waiting lists.

The Provider will ensure that appointment lengths are tailored to meet the clinical needs of the patient however appointments are expected to be at least 25 minutes in duration unless an auto refractor is used in which cases the appointment time is expected to be 15 minutes duration. Additionally time for spectacle dispensing and fitting by an appropriate individual must be factored into the service model.

Appointments must commence in no more than 15 minutes of the scheduled appointment time, unless there are exceptional circumstances. Where there are exceptional circumstances the Provider will ensure that the patient is advised of this as soon as possible along with the reason for the delay and is offered an alternative appointment where appropriate.

1.13 Workforce Requirements

It is a requirement that the optometrist and any staff provided by the Provider in delivery of this service:

- a. have appropriate professional registration (General Optical Council), are a member of an appropriate professional body and operate within their professional body's standards, regulations and codes of conduct;

- b. have appropriate indemnity insurance
- c. have suitable qualifications to enable them to deliver a safe and effective service;
- d. can demonstrate continued professional development;
- e. attend appropriate education and training programmes to maintain their level of competency and comply with requirements of their professional body;
- f. undergo an annual appraisal/ have demonstrable clinical supervision;
- g. have worked within community setting within the last two years;
- h. are on a NHS England Performer List where this is a statutory requirement. If the Optometrist is not already on a Performer list they will need to submit an application;
- i. have, and are able to maintain, appropriate security clearance to enable them to work within the prison.
- j. regularly updates their knowledge in relation to security and personal safety requirements; and
- k. can ensure onward referral to secondary care as appropriate, liaising with the GP where appropriate.

Schedule 2 Pricing

The charges for the Services are:

IRC Gatwick 2 sessions per month at Commercially sensitive VAT per session

Actual sessions delivered in the month are to be invoiced 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**

Signature

.....
Chief Financial Officer

Signed by Tanjit Dosanjh,
a director for and on behalf of
**THE PRISON OPTICIANS
COMPANY LIMITED**

Signature

.....
Director