

DATED XX-XXXX-XXXX

AGREEMENT FOR THE SUPPLY OF MANAGEMENT SERVICES

between

PRACTICE PLUS GROUP HEALTH AND REHABILITATION SERVICES LIMITED

and

NHS ENGLAND AND NHS IMPROVEMENT – SOUTH (SOUTH EAST)

and

TIME FOR TEETH LTD



THIS AGREEMENT is dated **26th June 2020**

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**);

and
- (2) **NHS ENGLAND and NHS IMPROVEMENT – SOUTH (SOUTH EAST)** of York House, 18-22 Massetts Road, Horley, Surrey RH6 7DE (**Commissioner**);

and
- (3) **Time For Teeth Limited** incorporated and registered in England and Wales with company number 07262547 whose registered office is at 2A Church Street, Bingham, Nottingham, NG13 8AL (**Dental Provider**).

BACKGROUND

- A. Under the procurement for healthcare services at Gatwick IRC - Brook House & Tinsley House (**Procurement**) the Commissioner has a requirement for the provision of a range of healthcare services, including primary medical services, nursing services, mental health services, substance misuse services and dental services.
- B. PPG and the Commissioner have on today's date entered into an agreement for medical services (**NHS Standard Contract** (including Schedule 2L Provisions Applicable to Primary Care Services enabling the Contract to be compliant with APMS Directions)) pursuant to which PPG will provide certain primary medical services and other healthcare services for and on behalf of the Commissioner, as further described in the NHS Standard Contract Agreement, but not dental services.
- C. PPG is not permitted by statute to enter into a contract to provide dental services (**Dental Services**) or to provide them, and it has been agreed that the provision of Dental Services will be undertaken by the Dental Provider which will enter into a contract with the Commissioner (**PDS Contract**) for the provision of Dental Services.
- D. Provision of Dental Services under the Procurement shall commence in a phased manner from 1st September 2021 upon which day the Management Services set out in this agreement shall commence in full.
- E. Provision of Dental Services shall initially commence with the Dental Provider delivering a dental triage service only (two dentist sessions per week).

- F.** The Dental Provider will only deliver full Dental Services under the PDS Contract once a fully functioning dental suite is available, be this is a permanent surgery or a mobile dental unit.
- G.** The Commissioner intends that the provision of healthcare services (including Dental Services) (**Healthcare Services**) by, respectively, PPG under the NHS Standard Contract and by the Dental Provider under the PDS Contract will form part of a coordinated health care service for the benefit of the Commissioner's patients.
- H.** The parties have therefore agreed that PPG will perform certain management functions relating to the PDS Contract notwithstanding that PPG is not a party to the PDS Contract.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.
- 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).
- 1.4 The schedules and background form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules and background.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 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.
- 1.7 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.8 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.

- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement.

2. PROVISION OF DENTAL AND MANAGEMENT SERVICES

- 2.1 The Commissioner and PPG agree with one another that:

- (a) PPG will not be a party to the PDS Contract and that, as a consequence, the requirements of the Commissioner in relation to the provision of Dental Services under the Procurement will be satisfied by the appointment of the Dental Provider under the PDS Contract to provide such Dental Services;
- (b) To promote co-ordination between PPG and the Dental Provider in the provision of the Healthcare Services, PPG will provide the management services set out in the Schedule to this Agreement (**Management Services**).
- (c) PPG shall not have any liability to the Commissioner for any breach or non-performance by the Dental Provider of its obligations under the PDS Contract; and
- (d) The provisions of clause 2.1(c) of this agreement shall not relieve PPG of any of its obligations to the Commissioner to provide the Management Services.

3. PROVIDER'S OBLIGATIONS

- 3.1 The Dental Provider will provide full and prompt assistance and co-operation to PPG at all times throughout the period in which both the NHS Standard Contract and the PDS Contract are in force to enable PPG fully to meet its obligations to the Commissioner to provide the Management Services under this agreement.
- 3.2 The Dental Provider shall indemnify PPG in full and on demand and keep it indemnified against all claims, demands, actions, proceedings and all direct or indirect damages, losses, costs and expenses (including without limitation legal and other professional advisers's fees, economic losses, loss of profit, future reserve, reputation, goodwill or anticipated savings) and any competent laws made against or incurred as suffered by it which arises directly or indirectly from the breach or non-performance by the Dental Provider of any of its obligations under this Agreement.
- 3.3 The Dental Provider shall indemnify the Commissioner in full and on demand and keep it indemnified against all claims, demands, actions, proceedings and all direct or indirect damages, losses, costs and expenses (including without limitation legal and other professional advisers's fees, economic losses, loss of profit, future reserve, reputation, goodwill or anticipated savings) and any competent laws made against or incurred as suffered by it which arises directly or

indirectly from the breach or non-performance by the Dental Provider of any of its obligations under this Agreement.

4. TERMINATION

4.1 This Agreement shall terminate automatically on termination of the NHS Standard Contract and/or the PDS Contract.

4.2 On termination of this agreement, the following clauses shall survive and continue:

- (a) clause 2.1(b);
- (b) clause 2.1(c);
- (c) clause 3.2;
- (d) clause 8;
- (e) clause 9;
- (f) clause 11;
- (g) clause 12;
- (h) clause 13; and
- (i) clause 14.

5. VARIATION

No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

6. WAIVER

6.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

6.2 No single or partial exercise of any right or remedy provided under this Agreement or by law shall preclude or restrict the further exercise of any such right or remedy.

6.3 A waiver (which may be given subject to conditions) of any right or remedy provided under this Agreement or by law shall only be effective if it is in writing and shall apply only to the party to whom it is addressed and for the specific

circumstances for which it is given. It shall not prevent the party who has given the waiver from subsequently relying on the right or remedy in other circumstances.

- 6.4 A party that waives a right or remedy provided under this Agreement or by law in relation to another party, or takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 6.5 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

7. SEVERANCE

- 7.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 7.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

8. ENTIRE AGREEMENT

- 8.1 This Agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.
- 8.2 Each party acknowledges that, in entering into this Agreement and the documents referred to in it, it does not rely on any statement, representation, assurance or warranty (**Representation**) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or those documents. Each party agrees that the only remedies available to it arising out of or in connection with a Representation shall be for breach of contract as expressly provided in this Agreement or the relevant document.
- 8.3 Nothing in this clause shall limit or exclude any liability for fraud.

9. ASSIGNMENT

No party shall 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 without the prior written consent of the other parties, save that the Commissioner may assign it to a person to whom under the terms of the NHS Standard Contract or the PDS Contract it is entitled to assign its rights and obligations under the NHS Standard Contract or the PDS Contract (as appropriate).

10. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise any party to act as agent for the others, and no party shall have authority to act in the name or on behalf of or otherwise to bind the others in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

11. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall not have any rights under or in connection with it.

12. NOTICES

12.1 A notice or other communication given to a party under or in connection with this Agreement:

- a) shall be in writing in English;
- b) shall be signed by or on behalf of the party giving it; and
- c) shall be sent for the attention of the person, at the address or fax number specified in this clause (or to such other address, fax number or person as that party may notify to the other, in accordance with the provisions of this clause).

12.2 The addresses for service of a notice or other communication are as follows:

(a) **PPG:**

- (i) address: Hawker House, 5-6 Napier Road, Reading, Berkshire RG1 8BW
- (ii) for the attention of: Lee Gage, Group General Counsel and Company Secretary
- (iii) email: DPA

(b) **Commissioner:**

- (i) address: York House, 18-22 Massetts Road, Horley, Surrey RH6 7DE
- (ii) for the attention of: Oneal Thomas, Commissioner NHS England Health & Justice
- (iii) email: DPA

(c) **Dental Provider:**

- (i) address: 2A Church Street, Bingham, Nottingham, NG13 8AL
- (ii) for the attention of: Edward Greenwood
- (iii) email: DPA

12.3 The provisions of this clause 12 shall not apply to the service of any process in any legal action or proceedings.

12.4 A notice or other communication required to be given under or in connection with this Agreement shall not be validly served if sent by e-mail.

13. DISPUTE RESOLUTION

13.1 If any dispute arises in connection with this Agreement, the parties' contract managers shall, within 7 days of a written request from one party to the others, meet in a good faith effort to resolve the dispute.

13.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (**ADR notice**) to the other party requesting a mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than 14 days after the date of the ADR notice.

13.3 The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement its formation and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.

14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

15. COUNTERPARTS

- 15.1 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.

THE SCHEDULE

Management Services

Background:

The Parties to this Agreement for the Supply of Management Services have agreed the following common goals:

- To enable the effective integration of the Dental Services within the Healthcare Services in the respective IRC for optimal benefits to patients through collaboration in developing an over-arching clinical governance framework;
- To manage complexity and interdependency of service delivery across the whole IRC healthcare systems;
- To enable effective support to all healthcare specialisms within the IRC healthcare system thereby encouraging continued service development and improvement through collaborative innovation;
- To encourage a shared understanding of different professional perspectives through a diversity of provision supported by a shared and over-arching clinical governance framework that enables shared decision making;
- To support the efficient delivery of performance reporting and performance management (HJIPs and KPIs) through a performance framework led by PPG that focuses on whole system objectives/outcomes/benefits;
- To enable collaboration between PPG, the Commissioner and the Dental Provider.

Management Services that the Lead Provider/Prime Contractor shall supply:

- PPG will support the Dental Provider by including and integrating the Dental Provider's services into its own Clinical Governance arrangements within one over-arching Clinical Governance Framework that incorporates Risk Management, Clinical Audit, Education and Training, Evidence-based Care and Effectiveness, Patient Experience and Involvement, Staffing and Staff Management;
- PPG will provide day-to-day operational management support to the Dental Provider so that by working together the integrated Healthcare Services deliver best value for patients and the Commissioner with the aim of effectively mitigating risks and issues;
- PPG will lead on all performance management and reporting activities for the entire IRC Healthcare Services in each respective establishment for HJIPs, any KPIs, any CQUINs, any SDIPs, and any DQIPs;
- PPG will lead on Contract Management arrangements with the Dental Provider on behalf of the Commissioner in terms of Contract Monitoring, Contract Review and Operational Review and Benefits Realisation Review.

Signed by DAVID STICKLAND
for and on behalf of
PRACTICE PLUS GROUP HEALTH AND
REHABILITATION SERVICES LIMITED

.....
**CHIEF FINANCIAL
OFFICER**

Signed by DAVID BARRON
for and on behalf of NHS ENGLAND

.....
**DIRECTOR OF
SPECIALISED
COMMISSIONING AND
HEALTH AND JUSTICE**

Signed by EDWARD GREENWOOD
for and on behalf of
TIME FOR TEETH LIMITED

.....
COMMERCIAL DIRECTOR