

Contract for Provision of Services

AGREEMENT FOR PROVISION OF A VISITING GP SERVICE

THIS AGREEMENT is made the day of:

BETWEEN

Durrants Management Ltd
Durrants House
Durrants Drive
Faygate
West Sussex
RH12 4GB

And

Park Surgery
Albion Way
Horsham
West Sussex
RH12 1BG

NOW IT IS AGREED:

1 ENGAGEMENT OF PARK SURGERY

- 1.1 Durrants Management Ltd hereby engages Park Surgery for a period of 12 months from the date above to provide a visiting GP service for one hour per week on a day and time to be agreed. Services to be provided listed in Schedule 1.

The doctor from Park Surgery will see patients registered at the Surgery in a consulting room, at the Village, which will be suitable for purpose.

Residents who are not registered at Park Surgery would not be seen, except in an emergency, and must make other arrangements to see their own GP.

The GP may request that patients are seen at the main surgery in certain circumstances eg to perform diagnostic tests and for any practice nurse treatments.

No controlled drugs will be left on the premises.

Any prescription paper left on the premises must be kept in a locked cupboard/drawer between the weekly visits.

Whilst in Durrants Village the attending GP shall be bound by all treatment and health and safety, infection control, information governance and other practice policies that are in place at Park Surgery in addition to the Health and Safety Policies of Durrants Village.

- 1.2 This appointment is mutually non-exclusive and Park Surgery shall be entitled, at its own expense, to substitute or to employ some other clinician, having the requisite skills and who is acceptable to Durrants Village, to perform the services.

The Park Surgery shall in any event always endeavour to provide such a substitute where the provision of the services is unduly delayed by absence due to incapacity, or for any other reason upon notification by a duly authorised representative of Durrants Village that the delay occasioned is unacceptable.

- 1.3 It is understood and agreed that Park Surgery's activities and those of its substitutes or employees are at all times under Park Surgery's exclusive direction and control.

- 1.4 Park Surgery is responsible for the safeguarding of patients and the quality of the care undertaken and shall ensure that the services are performed with all reasonable care and without limitation. Park Surgery is wholly responsible for ensuring that anyone authorised to perform all or any part of the services shall also do so competently and with reasonable care.

- 1.4 Durrants Village will agree the time of the surgery with the practice and will specify who and when each appointment is made, making allowance for the type of appointment and what other priorities the Village may have. On some days more Occupational Health type advice for staff than seeing patients may be required on the understanding that Park Surgery is not allocating a doctor trained in Occupational Health to this contract. A home visit may be requested to be done rather than a patient being seen in surgery. The structure of the surgery will be dictated by the Village and not the GP.

2. PROVISION OF EQUIPMENT AND PROTECTIVE CLOTHING

- 2.1 It is understood and agreed that Durrants Village shall be responsible for the provision of an appropriately equipped consulting room and PC with internet access. Equipment provided will include 3 part adjustable couch, cubicle curtains, examination lamp, BP monitor (digital), desk diagnostic set, clinical waste bin, AED defib, height measure, scales, dressing trolley, drugs fridge and PC.
- 2.2 Park Surgery is responsible for the provision of personal protective equipment safety equipment and adequate accident insurance cover for its staff and anyone authorised by them to perform all or any part of the services.

3. STATUS OF THE PARK SURGERY

- 3.1 Park Surgery's relation to Durrants Village is that of an independent contractor and Park Surgery shall be responsible for all Income Tax and National Insurance or similar taxes or contributions in respect of the consideration payable hereunder.
- 3.2 Park Surgery agrees to be responsible for medical consumables as used by the visiting GP.
- 3.3 Nothing in this agreement shall be deemed to create any partnerships, joint venture or employment relationships between the parties.

- 3.4 Park Surgery is not responsible for the employment of the nurse employed directly by Durrants Village and the nurse will be required to obtain his/her own medical indemnity cover from a suitable organisation. Park Surgery is not responsible for the continuing professional development of the nurse nor his/her mandatory training.

4. CONSIDERATION

- 4.1 The agreed consideration for the provision of the services is £10,000 per annum, payable monthly following submission of an invoice.
- 4.2 All payments made under this Agreement are expressed exclusive of any Value Added Tax chargeable thereon. Park Surgery is not registered for VAT.
- 4.3 No further payment will be made to Park Surgery for the services over and above the entitlement contained in this clause unless by prior agreement. Should the weekly visit extend beyond the stipulated hour on a regular basis because of increased demand then proportional additional charges may need to be made as appropriate following discussion with Durrants Management.

5. TERMINATION

- 5.1 This agreement is terminable at any time by Durrants Village or by the Park Surgery with three months notice but without necessarily giving any reason for such termination.

Without prejudice to the generality of that provision, this Agreement shall terminate, notwithstanding any other rights and remedies the parties may have, in the following circumstances:

If either party fails to comply with the terms and obligation of this Agreement and such failure, if capable of remedy, is not remedied, or remedial course of action agreed, with in fourteen days of written notice of such failure from the other party.

- 5.2 The termination of this Agreement shall be without prejudice to any rights, which have already accrued, to either of the parties under this Agreement.

6. MISCELLANEOUS

- 6.1 This Agreement contains the whole agreement between Park Surgery and Durrants Village and supersedes any prior agreement between the parties whether written or oral and such prior agreements are cancelled as from the date hereof and both parties acknowledge they have no claim against the other in respect of any previous agreement.
- 6.3 The headings in this Agreement are for reference purposes only and shall not be incorporated into this agreement.

6.4 In this agreement, unless the context otherwise requires, words in the singular include the plural and vice versa, words importing any gender include any gender, and a reference to a person includes a reference to a body corporate and to an unincorporated body of persons.

This Agreement shall be governed by the laws of England.

In witness WHEREOF, the parties have caused this agreement to be executed

Signed on Behalf of Durrants Management Ltd: .

Name: M. LICKISS Date: 20-8-15

Signed on Behalf of Park Surgery:

Name: PAULA SALERNO Date: 13-5-15

Paula Salerno
Practice Manager
Park Surgery
Albion Way, Horsham RH12 1BG
Tel: 01403 330266
Fax: 01403 214639

Schedule 1

The following services will be provided by Park Surgery throughout the term on the agreement.

To be at Durrants Village at the agreed times each week to see registered patients and to provide other services as scheduled below, in no particular order, within the allocated hour.

Sharps/Clinical waste – to remove any sharps and clinical waste that have been generated during the GP's visit;

Occupational Health Advice – As requested to give general advice to the Village Nurse or to other delegated Village staff on the general well-being of residents and Village life

Health and Safety Advice – As requested to give general advice on safety issues for both staff and residents.

General Advice – As requested to give general advice on subjects where it would be reasonable for the clinician to give advice.

Providing Flu Jabs - the surgery will arrange for a nurse to visit to give flu immunisations to registered patients probably, but not necessarily, at the same time as the GP's weekly visit to the Village.

Pathology Supplies/Transport Service – To provide any supplies needed to take pathology samples for registered patients. Samples available at the time of the weekly visit will be taken back to the Surgery by the visiting GP. Samples taken by the Village Nurse at other times will be transported to the Surgery by Village staff.

Telephone Advice Service – The Surgery will give advice to the Village Nurse via the telephone during surgery hours.

Training – The Surgery will invite the Village Nurse to appropriate training events held at the surgery. Any cost will be borne by the Village.

Literature – The Surgery will provide appropriate health promotion advice literature, eg flu/ pneumonia vaccinations, fall prevention etc.

Case Discussions – Where a registered resident is felt to be past independent living at the Village a case discussion may be needed to find the most appropriate next move for the resident. The Surgery will provide a suitable clinician to be part of the discussion acting on behalf of the patient, which when possible, will be held during the normal visiting time for the GP.

Policy Advice – As requested to give advice on Village clinical policies and SOPs.

Other reasonable requests as appropriate.