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**SERVICE LEVEL**

**AGREEMENT**

**For the provision of**

**NHS HEALTH CHECKS INVITATION MANAGEMENT**

**BCP AND DORSET COUNCILS**

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Definitions

The following expressions shall have the following meanings:

**‘Agreement Price’** means the price (exclusive of any applicable VAT), payable to the Provider under the Agreement as set out in the Order, for the full and proper performance by the Provider of its obligations under the Agreement;

**‘Confidential Information’** means any information in this Agreement and of either party which forms the subject matter of patent, copyright, registered design or other protected propriety right, information of the other party designated as “Commercially Sensitive Information” or information which is by its nature clearly confidential;

**‘Contracting Officer'** means the representative of Public Health Dorset appointed by the Council to act on its behalf;

**‘Council’** means Dorset County Council acting as the host authority of Public Health Dorset;

**‘Default’** means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Employees in connection with or in relation to the subject-matter of the Order in respect of which such Party is liable to the other;

**‘Employees’** means all persons employed by the Provider together with the Provider’s servants, agents, Provider’s contractors and sub-contractors used in the performance of its obligations under the Order and this Agreement;

**‘Order’** means an order for Services served by Council on the Provider;

**‘Party’** means the Council or the Provider;

**‘Premises’** means any location where the Services are delivered as set out in the Order;

**` Provider’** or **‘Contractor'** means the person, firm or company appointed by the Council to supply the Services under this Agreement and Order, shall include the Provider's employees, personal representatives, successors and permitted assigns;

**‘Public Health Dorset’** means the local authorities of Dorset Council, and BCP Council;

**`Services’** means the services to be provided by the Provider as set out in the Specification;

**`Service Level Agreement’** means this agreement;

**‘Specification’** means the scope of the Services to be provided pursuant to the Order and this Agreement and set out in the Specification.

**`Terms and Conditions’** means the Council standard order terms and conditions as provided on [Standard Purchase Order Terms and Conditions\_April 19 (dorsetcouncil.gov.uk)](https://www.dorsetcouncil.gov.uk/documents/35024/289071/Standard+Purchase+Order+Terms+and+Conditions_April+19.pdf/6dadaab4-76d8-f70f-9a81-5e90b67723ae). Any reference to Goods within the Terms and Conditions shall apply equally to the performance of Services as appropriate unless otherwise stated.

Background

This is a Service Level Agreement between Dorset Council, as the host authority for the provision Public Health functions in the County of Dorset (“Public Health Dorset”), whose principal place of business is at County Hall, Colliton Park, Dorchester DT1 IXJ (“the Council”) and [] (Company Number: [ ]) whose registered office is at] (“the Provider”).

This is subject to the Council’s Standard Terms and Conditions [link: [Procurement policies, terms and conditions and legislation - Dorset Council](https://www.dorsetcouncil.gov.uk/procurement-policies-terms-and-conditions-and-legislation)].

The Provider to deliver the services as set out in the Specification (Appendix A)

Purpose and Scope

1. **Purpose**
   1. This agreement sets out the arrangement between Public Health Dorset and [The Provider], specifying how individuals are invited for a NHS Health Check. The delivery of the health check assessments themselves are subject to separate contractual arrangements.
   2. **Aims and Objectives**
      1. **Aims**

The over-arching aims of the NHS Health Checks programme are to:

i. Reduce the risk of cardiovascular disease by offering NHS Health Checks to the eligible population of Bournemouth, Poole and Dorset (subsequently referred to as Dorset)

ii. Reduce health inequalities in the local population

iii. Improve awareness of the lifestyle factors that act to increase the risk of developing cardiovascular disease

iv. Encourage people to make healthy changes to their behaviour and promote the uptake of support through local health improvement services e.g. LiveWell Dorset.

**1.2.2 Objectives of the Service**

i. To ensure that invitations for a NHS Health Check are sent to an agreed cohort of eligible people in a consistent and timely manner.

ii. To maximise the uptake of the NHS Health Check programme amongst the cohort of eligible people receiving an invite.

1. **Scope of the Services**
   1. The scope of the service applies to the management of invitations. The delivery of NHS Health Check risk assessments falls outside the scope of this Agreement.

Communication

1. **Communication**
   1. All correspondence relating to this Agreement will be sent by the Council to:

[The Provider]

All correspondence relating to this Agreement will be sent by the Provider to:

[phcontracts@dorsetcouncil.gov.uk](mailto:phcontracts@dorsetcouncil.gov.uk) or

Vicky Nichols

Business Support Manager

Dorset Council

Public Health Dorset

County Hall

Colliton Park

Dorchester

Dorset

DT1 1XJ

Terms of Agreement

1. **Entire Agreement**
   1. The Order and the Service Level Agreement governs the relationship between the Council and the Provider in respect of the provision for the Services by the Provider.
   2. The Order and this Service Level Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
   3. In the event of any conflict between the Order, the clauses of the Council’s Standard Terms and Conditions and any document referred to in those clauses, the conflict shall be resolved in the following order of precedence:

**1.3.1** the Order and Service Level Agreement, and

**1.3.2** the clauses of the Council’s standard Terms and Conditions.

1. **Service Level Agreement Period**
   1. **Term:** Subject to earlier termination in accordance with clause 11, the Order and Service Level Agreement shall commence on the Commencement Date of 1 April 2023 and shall continue until 31 March 2024 as set out in the Order.

The following are general provisions in addition to the Purchase Order Terms and Conditions [Procurement policies, terms and conditions and legislation - Dorset Council](https://www.dorsetcouncil.gov.uk/procurement-policies-terms-and-conditions-and-legislation) in relation to the Order.

1. **Provider’s Status**
   1. At all times during the Service Period the Provider shall be an independent Provider and nothing in the Order shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Order.
2. **The Services**
   1. The Provider shall supply the Services in accordance with the Council’s requirements in this Agreement, the Specification and the Order, and any obligations implied by Section 12 or 14 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982 and all relevant specifications applicable to such including those of the British Standards Institution or European equivalent (or if there be no such specification shall be of the highest standard).
      1. The Provider acknowledges that the Council relies on the skill and judgment of the Provider in the supply of the Services and the performance of its obligations under the Order and Service Level Agreement.
3. **Performance of Services**
   1. The Provider shall perform its obligations:-

**5.1.1** with appropriately experienced, qualified and trained Employees with all due skill, care and diligence;

**3.1.2** in a timely manner; and

**3.1.3** in compliance with all applicable legislation, including but not limited to, any obligations implied by Section 12 and 14 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982.

1. **Statutory Requirements** 
   1. The Provider shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the delivery of the Services.
2. **Agreement Price**
   1. In consideration of the Provider's performance of its obligations under the Order, the Council shall pay the Agreement Price as set out in Appendix C – Price Schedule and in accordance with clause 8.
   2. The Council shall, in addition to the Order Price and following evidence of a valid VAT invoice, pay the Provider a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Order.
   3. Payment shall, unless otherwise stated, be deemed to be inclusive of all costs, expenses and overheads of any kind incurred by the Provider including delivery costs.
3. **Payment and VAT**
   1. In consideration of the Provider performing its obligations under the Order, the Contracting Body shall pay all sums due to the Provider in cleared funds within thirty (30) days of receipt of a valid invoice.
   2. Invoices must legibly state:
4. the full name and address of the Council, as stated on the official order, together with the official order number;
5. the address of the Premises where the Services are to be delivered;
6. a full and proper description of the Services delivered at the price set out in the Pricing Schedule.
7. and such other requirements as set out in the Specification.
   1. All payments will be made in sterling unless otherwise agreed by the Parties.
   2. If the Council intends to withhold all or any part of a payment the Council shall give notice to the Provider the grounds for doing so.
8. **Statutory Obligations and Regulations**
   1. **Discrimination**
      1. The Provider shall not unlawfully discriminate in the supply of the Services either directly or indirectly on such grounds as race, colour, ethnic or national origin, culture and linguistic background, disability, gender or sexual orientation, religion, belief or age and without prejudice to the generality of the foregoing shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant legislation, or any statutory modification or re-enactment.
   2. **Sustainability**
      1. The Parties are committed to the protection of the environment and to promote sustainable development, especially ways in which to eliminate waste, recycle and re-use.
      2. The Provider shall comply with the obligations regarding sustainability set out in the Specification.
   3. **Health and Safety**
      1. The Provider shall comply with the requirements of the Specification and of the Health and Safety at Work Act 1974 and all other Acts, orders, regulations and codes of practice relating to health and safety which may apply to the performance of the Order.
9. **Remedies in the event of inadequate performance**
   1. If the Services are not supplied in accordance with, or the Provider fails to comply with any of the terms of, the Order the Council shall be entitled to avail itself of any one or more of the following remedies at its discretion whether or not any part of the Services have been accepted by the Council:-
10. to rescind the Order;
11. to reject the Services;
12. give the Provider the opportunity at the Provider’s expense to remedy any defect in the Services.
13. **Termination**
    1. The Council may terminate the Order and Service Level Agreement by giving written notice to the Provider with immediate effect if the Provider commits a material Default and if:
14. the Provider has not remedied the Default to the satisfaction of the Council within ten (10) Working Days, or such other period as may be specified by the Contracting Body, after issue of a written notice specifying the Default and requesting it to be remedied; or
15. the Default is not, in the opinion of the Council, capable of remedy.
    1. The Council may terminate the Order and Service Level Agreement at any anytime by giving 30 days written notice to the Provider.

**SERVICE LEVEL AGREEMENT**

**For the provision of**

**NHS HEALTH CHECKS INVITATION MANAGEMENT**

**Agreement**

The binding Agreement between the Council and the Provider shall comprise of the Order, the Council’s Terms and Conditions and the Service Level Agreement.

The Provider to complete and sign the following to confirm acceptance of this Agreement.

|  |  |  |
| --- | --- | --- |
| Name & Designation | Signature | Date |
|  |  |  |

The Council, on receipt of the Provider’s above signature, shall complete and sign the following.

|  |  |  |
| --- | --- | --- |
| Name & Designation | Signature | Date |
|  |  |  |

The Council shall send a copy of this Service Level Agreement signed by both parties to the Provider for their records.

Appendix A Specification

1. **Service Requirements**
   1. The Provider shall ensure that GP practices will send out NHS Health Check invitations and reminders in accordance with the guidance set out in Annex 1 of the accompanying NHS Health Checks letter to practices.
   2. The content of the initial invitation should, as far as possible, reflect the wording set out in Annexe 2 of the NHS Health Check letter. Response rates to the wording of NHS Health Check invitations has been studied nationally and the wording in Annex 2 of the accompanying letter has been shown to be most effective.
2. **Eligible Service Users**
   1. Invitations shall be sent to 10% of patients, who are deemed eligible to receive a NHS Health Check. The cohort of people eligible to receive a NHS Health Check invitation has been defined nationally and is set out as follows:

i. Individuals aged between 40 and 74 years who have not previously received a NHS Health Check with the past five years

ii. People normally resident in Dorset and registered with a GP whose practice is within the DT or BH post codes

iii. Individuals NOT on one or more of the following disease registers:

* Diabetes
* Coronary Heart Disease (CHD)
* Heart Failure
* Atrial Fibrillation
* Hypertension
* Stroke
* Transient Ischaemic Attack (TIA)
* Chronic Kidney Disease (CKD) (stages 3 to 5)
* Familial Hypercholesterolemia
* Peripheral Arterial Disease (PAD)

iv. Individuals for whom the following does NOT apply:

* In receipt of palliative care (practices will manually identify and exclude those patients that are on the palliative care register)
* Being prescribed statins
* Have previously been found by the NHS to have a 20% or higher risk of developing cardiovascular disease over the next 10 years.

Providers are encouraged to invite patients who may have a greater risk of developing cardiovascular disease for a NHS Health Check. Patients with the following risk factors are a key target population:

* BMI> 30
* Smokers
* BP >140/90 (one off reading)
* Living in quintiles 1 or 2
* Of black ethnicity

Appendix B Performance Management

1. **Monitoring and Review**
   1. The Commissioner will be using data extracts supplied by NHS Dorset to understand and review actual invitations sent out and will look to adjust payment if large discrepancies are found.
   2. The commissioner may conduct a “spot check” of who’s being invited at times, working with NHS Dorset to review NHS Health Check invitation activity data.
   3. The Provider shall ensure that the necessary documentation, as detailed in this Service Specification, is maintained and made available to the Council to enable the Service to be monitored and for the purpose of post payment verification.
   4. The Council may undertake a visit to the practice to inspect the provision of the Service and to ensure that the Provider is meeting the Service Specification.

Appendix C Price Schedule

1. **Charges**
   1. A single fee shall be paid for all invitations and reminders sent during the course of the year (at a rate of £3.50 per invite). Providers will be paid in advance for sending invitations to 10% of their eligible population as an admin fee to include:

Searching for eligible clients

Sending invitations

Providing a room for Health Checks (if they are delivered by LiveWell Dorset)

Uploading outcome data for patients who have an NHS Health Check delivered by an alternative provider

* 1. To receive the invitation payment, the provider shall submit a brief plan outlining their schedule for invitations being sent out to patients (Appendix D). This should align with the requirements set out in Service Requirements (1.2) in this SLA.
  2. Public Health Dorset will monitor invitation activity where upfront payments have been made.
  3. This directly delivered service is VAT exempt.
  4. In accordance with clause 8 (Charges and Payment) of the Agreement, the Council shall pay the Provider the following:

|  |  |
| --- | --- |
| **Period** | **Payment Total** |
| **1st April 2023 to 31st March 2024** | **£3.50 per invite**  **(based on 10% of practice population, as defined by NHS Dorset)** |

* 1. Payment frequency as set out below:

**Invoice Frequency:**  1 x payment during Quarter 1 once the invitation schedule has been submitted to Public Health Dorset [Provider issuing invoice at the beginning of each quarter]

Please send the invitation schedule to [phcontracts@dorsetcouncil.gov.uk](mailto:phcontracts@dorsetcouncil.gov.uk) at the beginning of each quarter.

* 1. The Council reserves the right to review performance at any given time and where that performance does not meet the requirements of the specification, recoup the fees relative to performance.

**Appendix D Quarterly reporting**

| **Quarter** | **Patient groups being sent invitations** | **Number of invitations planned (per quarter)** |
| --- | --- | --- |
| **1** |  |  |
| **2** |  |  |
| **3** |  |  |
| **4** |  |  |