



Cumbria and Lancashire Telestroke Network

CONSORTIUM AGREEMENT

**BETWEEN NHS TRUSTS IN CUMBRIA AND LANCASHIRE INCLUDING
SOUTHPORT AND ORMSKIRK NHS TRUST**

FOR THE PROVISION OF OUT OF HOURS TELESTROKE SERVICES

LEAD AUTHORITY: NORTH CUMBRIA UNIVERSITY HOSPITALS NHS TRUST

PROVIDER: VIRGIN MEDIA

CONTRACT: PROVISION OF OUT OF HOURS TELESTROKE SERVICES

STAKEHOLDER TRUSTS:

**Blackpool Teaching Hospitals NHS Foundation Trust
East Lancashire Hospitals NHS Trust
Lancashire Teaching Hospitals NHS Foundation Trust
Southport & Ormskirk NHS Foundation Trust
University Hospitals of Morecambe Bay NHS Trust**

January 2011

THIS AGREEMENT is made between:-

THE NHS TRUSTS NAMED IN PART 2 OF SCHEDULE 1

WHEREAS

- (a) NHS Trusts in Cumbria and Lancashire including Southport and Ormskirk Foundation Trust wish to form a consortium as described in this Agreement for the provision of Telestroke Services as described in Schedule 2.
- (b) The NHS Trusts and Lancashire and Cumbria Cardiac and Stroke Network wish to appoint one of their number as the Lead Authority to enter into the Main Contract with the Provider Virgin Media and wish to become parties to the Main Contract by enabling the Lead Authority to sign the Main Contract on their behalf.
- (c) The Lead Authority appointed under this Agreement is prepared to sign the Main Contract on behalf of the Stakeholder NHS Trusts and all Trusts are prepared to perform their obligations set out in this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless expressly stated otherwise in this Agreement, any terms defined in the Main Contract shall bear the same meaning when used in this Agreement.
- 1.2 **“Stakeholder NHS Trusts”** means the parties whose names and signatures appear in Part 2 of the Schedule to this Agreement, including the Lead Authority and any other parties who choose to become bound by this Agreement in accordance with clause 5.3.
- 1.3 **“Constitution of the Consortium”** means the principles and rules according to which the consortium shall function as agreed between the Stakeholder NHS Trusts from time to time.
- 1.4 **“Lead Authority”** means the NHS Trust appointed under the terms of this Agreement to enter into the Main Contract for itself and as agent for and on behalf of the Stakeholder NHS Trusts of Cumbria and Lancashire including Southport and Ormskirk NHS Trust, as identified in Part 1 of Schedule 1.
- 1.5 **“Main Contract”** means the contract to be entered into by the Provider and the Lead Authority (for itself and as agent for and on behalf of the Stakeholder NHS Trusts) for the provision of the Services referred to in this Agreement.
- 1.6 **“Provider”** means the provider of the Services referred to in this Agreement.
- 1.7 **“Telestroke Services”** means video conferencing software and data exchange services in the acute emergency department setting, to support out of hours telemedicine to improve access to stroke thrombolysis.

1.8 Without prejudice to clause 2.1 below, if the Main Contract is varied to include revised provisions, this Agreement shall, to the extent necessary, be interpreted as including such variation as may be necessary to make this Agreement consistent with the Main Contract.

2. PRIORITY OF DOCUMENTS

2.1 If there is any conflict between the terms of this Agreement and the terms of the Main Contract, the terms of this Agreement shall prevail in so far as it relates to how the Lead Authority and the Stakeholder NHS Trusts interact.

3. MAIN CONTRACT

3.1 Each of the Stakeholder NHS Trusts named hereby appoints the Lead Authority and authorises the Lead Authority to execute the Main Contract as agent for and on behalf of the Stakeholder NHS Trusts.

3.2 The Stakeholder NHS Trusts further authorise the Lead Authority to manage the Main Contract on their behalf in accordance with the provisions of the Main Contract and the Constitution of the Consortium. For the avoidance of doubt, the Stakeholder NHS Trusts agree that the Lead Authority shall be entitled to make decisions and to exercise discretion on their behalf to such extent as is required to enable the Lead Authority to comply with its obligations under the Main Contract or as otherwise contemplated by the Main Contract.

4. PRINCIPLES

4.1 Each Stakeholder NHS Trust agrees with each of the others that the principles underpinning the Consortium are to act collaboratively in the procurement of Telestroke Services so as to:

4.1.1 Maintain a close working and contractual relationship between the Stakeholder NHS Trusts, operating with transparency, openness and good faith.

4.1.2 Obtain best value from the services obtained from the provider.

5. CONSORTIUM

5.1 The Stakeholder NHS Trusts, including the Lead Authority, shall form a consortium for the purpose of commissioning the Services and which shall function in accordance with the Constitution of the Consortium.

- 5.2 The Stakeholder NHS Trusts agree as between themselves to exercise their rights and to discharge their obligations under the Main Contract in accordance with the terms of the Main Contract and the Constitution of the Consortium.
- 5.3 The Stakeholder NHS Trusts acknowledge and agree that other Trusts may become additional parties to this Agreement as a result of the Lead Authority executing a side letter with the additional trust(s), provided that the Provider agrees to the accession of such additional trusts and agrees to the variation of the Main Contract as appropriate to give effect to it.
- 5.4 The Lead Authority shall provide each of the Stakeholder NHS Trusts with any information received by it from the Provider and required to enable the Trusts to comply with their obligations or to exercise their rights under the Main Contract.
- 5.5 It is expressly agreed that each of the Stakeholder NHS Trusts shall be liable to make payment directly to the Provider, for all Services provided to it by the Provider in accordance with the Main Contract and on time. Each Stakeholder NHS Trust will act as a paying agent to the Lead Authority and The Provider shall bill each Stakeholder Trust with their proportion of the total cost of the service. Invoices will be provided in standard format by the Provider and individual billing queries will be referred to the Lead Authority. In the Main contract the Lead Authority shall be solely responsible for Customer obligations to the Provider and it is imperative each Stakeholder Trust meets its obligations under this clause and on time.
- 5.6 Each Trust will make their own arrangements to account for lease agreements arising from the Main Contract and for recovery of VAT against the Managed Service supplied by the Provider. For the purposes of VAT recovery under contracted out services, the Main Contract will be treated as Computer Services supplied to the specification of the recipient including the provision of a fully managed and serviced computer infrastructure.
- 5.7 Each of the Stakeholder NHS Trusts shall indemnify each other against any liabilities, damages, costs, claims or proceedings to the extent arising out of or in connection with any negligence on the part of the indemnifying party or any breach by the indemnifying party of any express provision of this Agreement, the Main Contract or the Constitution of the Consortium.
- 5.8 Clause 5.7 above shall survive any termination of this Agreement in accordance with the Main Contract or the Constitution of the Consortium.

6. EXPIRY AND TERMINATION

6.1 This Agreement shall:

- 6.1.1 Expire automatically upon the expiry of the Main Contract which shall be for 5 years.

6.1.2 Be extended for the same term as the term of any extension of the Main Contract.

6.1.3 Terminate in accordance with any termination of the Main Contract.

7. COUNTERPARTS

7.1 This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, but all of which together shall constitute one agreement binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.

8. GOVERNING LAW

8.1 The formation, interpretation and operation of this Agreement shall be subject to English law, and the parties agree that any dispute arising out of any aspect of this Agreement shall be resolved in accordance with the provisions of the Main Contract, which provisions are deemed to be incorporated into this Agreement.

AS WITNESS in the Schedule the hands of the duly authorised representatives of the parties listed therein

SCHEDULE 1

THE STAKEHOLDER NHS TRUSTS

Part 1: THE STAKEHOLDER NHS TRUST APPOINTED AS LEAD AUTHORITY

NAME OF THE LEAD AUTHORITY	SIGNATURE	NAME AND POSITION OF SIGNATORY	DATE
North Cumbria University Hospitals NHS Trust			

Part 2: The STAKEHOLDER NHS TRUSTS

NAME OF TRUST	SIGNATURE	NAME AND POSITION OF SIGNATORY	DATE
Blackpool Teaching Hospitals NHS Foundation Trust			
East Lancashire Hospitals NHS Trust			
Lancashire Teaching Hospitals NHS Foundation Trust			
Southport & Ormskirk NHS Foundation Trust			
University Hospitals of Morecambe Bay NHS Trust			

SCHEDULE 2

The Services

Part 1: Service Specification

This Agreement establishes the North Cumbria University Hospitals NHS Trust as Lead Authority and a Stakeholder in the Consortium for the provision of Telestroke Services. The main purpose of the Consortium is to form a Managed Services Contract with Virgin Media but North Cumbria University Hospitals NHS Trust will provide administrative services to the other Stakeholder NHS Trusts to support the telemedicine service and the delivery of stroke thrombolysis at each Provider Stakeholder site. North Cumbria University Hospitals NHS Trust as Lead Authority will also act as Contract Manager for the Main Contract.

The Consortium will consist of all Stakeholder NHS Trusts and the Lead Authority.

The Stakeholder NHS Trusts are:-

Blackpool Teaching Hospitals NHS Foundation Trust
East Lancashire Hospitals NHS Trust
Lancashire Teaching Hospitals NHS Foundation Trust
Southport & Ormskirk NHS Foundation Trust
University Hospitals of Morecambe Bay NHS Trust

1. Overview

- 1.1 The Lead Authority will administer the telemedicine service to improve access to stroke thrombolysis across Lancashire and Cumbria using Managed Services provided by Virgin Media which consist of video conferencing software and data exchange services in the acute emergency department setting.
- 1.2 The Stroke Telemedicine system consists of a hospital end point cart and consultant laptop connected by video conferencing software, via a server on the N3 (NHS intranet).
- 1.3 Stroke patients and clinical teams in the emergency department or stroke unit departments connect with a remote on call consultant. The system allows the consultant an audio/video link with the patients and a view of the PACS brain images.

2. Working Methodology:

- 2.1 The stroke telemedicine service is owned by the Consortium.
- 2.2 The Lead Authority and Stakeholder NHS Trusts participating have an obligation to provide the following number of Consultant positions to the out of hours rota.

Trust	Consultant positions
Blackpool Teaching Hospitals NHS Foundation Trust	3
East Lancashire Hospitals NHS Trust	3
Lancashire Teaching Hospitals NHS Foundation Trust	4
University Hospitals of Morecambe Bay NHS Trust	3
North Cumbria University Hospitals NHS Trust	3
Southport & Ormskirk NHS Foundation Trust	2
Total	18

- 2.3 On call payments and the re-negotiation of job plans with Telestroke Consultants will be the responsibility of the individual Stakeholder NHS Trusts.
- 2.4 The Lead Authority and Stakeholder NHS Trusts will use the Stroke Telemedicine Service in agreement with their Medical Directors.
- 2.5 The Provider will monitor all telemedicine equipment and ensure it is maintained and up to date. Locally NHS Stakeholder Trusts will carry out a daily check of the equipment.
- 2.6 The Lead Authority and Stakeholder NHS Trusts will use all equipment in accordance with their original purpose.
- 2.7 The Lead Authority and Stakeholder NHS Trusts will ensure all users of the telemedicine system will be trained to the specified competency level outlined in operational policy.
- 2.8 The Lead Authority and Stakeholder NHS Trusts must participate in data collection, audit and evaluation of the Service as required by the Consortium and described in the Telestroke operational policy.
- 2.9 The Lead Authority and Stakeholder NHS Trusts will participate in decision making about the Service and the Consortium.
- 2.10 The Lead Authority and Stakeholder NHS Trusts will abide by decisions agreed by the Cumbria and Lancashire Collaborative Working Board.
- 2.11 The Stakeholder NHS Trusts must ensure that replacement parts for faulty telemedicine equipment within their hospital are replaced and meet any costs incurred should the parts be chargeable under the Main Contract.
- 2.12 The Telemedicine Service operates under strict governance arrangements and protocols; the Lead Authority and Stakeholder NHS Trusts will ensure that their staff operate according to these arrangements as outlined in Telestroke governance policy.
- 2.13 The Stakeholder NHS Trusts membership fees detailed in Schedule 3 will include the services of the rota co-ordinator for the Consortium and the Lead Authority will co-ordinate the deliverables.

3. Deliverables

- 3.1 The Lead Authority will be responsible for:
 - Administration of the Service.
 - Administration and organisation of the on call rota.
 - Audit, evaluation and monitoring quality.
 - Clinical governance arrangements.
 - Governance of the consultant on call rota.
 - Managing the financial arrangements for the specified Service.
 - The ongoing provision of the Service, i.e. training and equipment updates.
 - Contract managing the contracted Services

4. Clinical Governance

- 4.1 The Telestroke Service provides advice on the management of stroke thrombolysis patients; the patient remains at all times under the care of the trust in which they are treated.

- 4.2 The consultant on call will give advice which can be accepted or rejected by the clinicians at the local trust managing the patient.
- 4.3 The consultants giving advice by telemedicine are responsible for the advice they give.
- 4.4 Documented record of advice sought and given must be recorded in the patient's notes.
- 4.5 This guidance on the governance arrangements of the telestroke service is in line with the NHS Improvement Guidance on governance issues for telemedicine in acute stroke.

5. Indemnity

- 5.1 The trust that administered the treatment and the employing trust of the on-call consultant will be covered by their CNST membership for any liability that arises in negligence for patients for personal injury in connection with their diagnosis, care or treatment.

6. On call consultant expertise

- 6.1 In order to participate in the rota for stroke thrombolysis, consultants must;
- Have a substantive or honorary post in stroke care at consultant level in Lancashire and Cumbria;
 - Be experienced in treating stroke patients and in delivering thrombolysis;
 - Have undergone specific thrombolysis in stroke training;
 - Participate in peer review of stroke cases; and
 - Have received training in the use of the telemedicine equipment.
- 6.2 All consultants giving advice by telemedicine should do so under the agreement of their medical directors. The role of the on call consultant is detailed in Telestroke Operational Policy.

7. Consent

- 7.1 Informed consent for the use of telemedicine should be sought where possible and documented by the attending practitioner. In particular, the patient and family/carers should be made aware that a remote telemedicine consultant will be consulted.
- 7.2 Signed consent is not required.

8. Documentation

- 8.1 The telemedicine system provides a mechanism for the on-call consultant to document their clinical recommendations and send electronically to the referral site. This document will be stored in the patient's notes to provide an audit trail of the advice provided via telemedicine.

9. Information governance

- 9.1 The sharing of patient information outside of the trust is kept to a minimum.
- 9.2 No patient identifiable information will be stored outside the treating hospital.

SCHEDULE 3

Services Fee

1. The Stakeholder NHS Trusts will contribute an agreed level of funding to the Provider and the Lead Authority, to fund the ongoing management and running of the Service at the agreed level of membership.
2. The cost of the initial start up equipment of £xxxx for the Telemedicine Service (cart, server, software and set up) has been met by the Lancashire and Cumbria Stroke Networks via Regional Innovation funding. This funding will be divided in proportion to the Stakeholder NHS Trusts and will be paid promptly to the Provider in accordance with their Billing Arrangement. Stakeholder NHS Trusts will manage their own accounting arrangements and reclamation of VAT.
3. The ongoing running and maintenance of the Service will be met by the Services Fees, it is intended that the majority of these costs will be borne by PCTs through a commissioning process organised by Central Business Service (CBS) for Lancashire and Cumbria.
5. **The fees for membership are detailed in Schedule 4 and include:**
To the Provider:-
 - All the equipment including the telecarts
 - The software maintenance
 - The remote server maintenance
 - The licences for carts and laptops
 - Broadband connections to consultant's homes**To the Lead Authority:-**
 - Telestroke Rota coordinator for the Stakeholder NHS Trusts
 - An additional 15% overhead on the above for the Lead Authority
6. **The membership fees do not cover:**
 - Additional consultant laptops (not included in the initial set up) or replacement of existing laptops due to loss or damage.
 - Cost of VPN tokens for on call consultants to gain remote access to the system (if required)
 - Cost of local consultant on-call arrangements.
7. **Contribution to Overheads**
 - 7.1 The intention is that the Service will not require funding by the Stakeholder NHS Trusts beyond the agreed contribution outlined in 'membership fee' and that the costs of administering the activities of the Service are kept to a minimum however, to the extent that costs and expenses are incurred in the performance of the Service activities (where such costs have not been allocated to a Stakeholder NHS Trust), then such costs will be borne by all participants in the Consortium and each Stakeholder NHS Trust will be liable for an agreed share of costs incurred by the Telestroke Service.
8. **Rota coordinator's Remuneration**
 - 8.1 The rota coordinator (band 5) will be paid a salary from the membership funding and employed by the Lead provider.

SCHEDULE 4

MEMBERSHIP FEES

The shared cost of membership for year 1 is:-

North Cumbria University Hospitals NHS Trust	
Blackpool Teaching Hospitals NHS Foundation Trust	
East Lancashire Hospitals NHS Trust	
Lancashire Teaching Hospitals NHS Foundation Trust	
Southport & Ormskirk NHS Foundation Trust	
University Hospitals of Morecambe Bay NHS Trust	
Total	

The breakdown of costs for Year 1 is as follows:-

Item	Qty	Price	Cost
Practitioner Cart	8		
Laptop	18		
DSL Provision	18		
Clinical Software License (2 User)	9		
Hosted Service - Initial	1		
Installation & Project Management	1		
Total			

Note: Funding for this includes the Innovate allocation and will be paid as a “one off” payment.

The recurring costs will be:-

Telestroke Project Revenue Expenditure	Year 2 £	Year 3 £	Year 4 £	Year 5 £	Total £
Recurring IT costs					
DSL Rental					
Hosted Service					
Cart maintenance					
Vat on Recurring IT expend					
Rota Co-ordinator					
15% overhead					

To be funded by PCTs

SCHEDULE 5

AGREED PREMISES

The Stakeholder NHS Trusts premises from where the Provider shall provide the Services are located at:

{This is to be completed locally by the Stakeholder Trusts}