

FOI 1213 374B

Summary Issue – R2H Contract

This information relates to NHS Bristol

Question	Response
<p>This request refers to a 4th July 2012 response you provided for FOI 1213 085B in which you said that NHS Bristol had no contract with R2H consulting because the consultant was contracted via Morgan Law under a National Agency Agreement.</p> <p>North Bristol NHS Trust (NBT) has contradicted you its response to my request for this information about work performed for it by R2H Consulting.</p> <p>I asked NBT for</p> <p>The Trust's procurement rules under which R2H's consultancy was procured. The Trust's procurement rules for extending the Trust's contract with R2H consulting at the end of each contracted period.</p> <p>In December 2012, NBT responded:</p> <p>"I am comfortable that North Bristol NHS Trust has not broken any procurement rules in acquiring the services of R2H. In hindsight, it would have been appropriate for NBT to have received the contract from the PCT under a formal 'Novation Agreement', where all parties agreed to the transfer of the obligations under the contract without change to the terms and conditions. I am, however, comfortable that the principles of consent behind such agreement have been followed in good faith between the parties."</p>	

<p>The Information I request from NHS Bristol is as follows, please:</p> <p>1. What contract between R2H and the PCT is NBT referring to? Please provide me with a copy.</p>	<p>The response provided by NHS Bristol in July 2012 is correct regarding the contractual relationship between NHS Bristol and Morgan Law.</p>
<p>2. A copy of R2H's obligations under the Data Protection Act 1998 in respect of all the consultant's work carried out for NHS Bristol.</p>	<p>Extract from local agreement take from local T&C. Data- Data protection etc.</p> <p>15 Confidentiality</p> <p>15.1 Save as required to be disclosed by law, both Parties and their staff and agents shall at all times keep confidential and secret and shall not disclose to any person, other than a person so authorised by the other Party, any information, materials or documents acquired in connection with this Agreement which concern such other Party, its staff, business or procedure. These obligations shall continue without limit in point of time save that they shall cease to apply to any information coming into the public domain other than by breach of these obligations.</p> <p>15.2 The Provider shall not disclose to any person, other than a person so authorised by the Trust, the identity, medical condition, treatment received or other personal data within the meaning of the Data Protection Act 1998 (the "1998 Act") of any patient information, ensuring that the person identifiable is governed by clear and transparent protocols. These are defined in Schedule 3 and also referred to as the Caldicott</p>

	<p>Guidelines.</p> <p>15.3 All of the Parties shall comply with the 1998 Act and any other applicable data protection legislation and must ensure that all personal data processed by its staff on behalf of and/or in the course of this Agreement, is processed in accordance with the provisions and principles of the 1998 Act.</p> <p>15.4 At the end of this contract- the provider will ensure that any data belonging to NHS Bristol- shall be returned.</p> <p>17 Rights of Third Parties</p> <p>17.1 A person who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of this Agreement.</p> <p>25 Freedom of Information Act</p> <p>25.1 The Provider shall cooperate with the Trust (including, but not exclusively, providing assistance in retrieving information held) to enable the Trust to comply with its duties under the Freedom of Information Act 2000.</p> <p>25.2 The Trust shall consult with the Provider in relation to any disclosure of confidential information in accordance with the Freedom of Information Act 2000.</p> <p>29 Intellectual Property Rights(IPR)</p>
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	<p>29.1 The Provider assigns to the Trust all Intellectual Property Rights (IPR) in any material owned by the Provider which is generated by the Provider and delivered to the Trust in the performance of the Services. The Provider waives all moral rights relating to such material.</p> <p>29.2 In performing the Services the Provider shall not infringe the Intellectual Property Rights of any third party. Where a third party owns existing rights, the Provider shall obtain third party consent before using the material and this consent is to include the right of the Trust to use, copy, modify adapt or enhance the material.</p> <p>29.3 The Provider shall indemnify the Trust against all actions, suits claims, demands losses, charges, costs and expenses which the Trust may suffer or incur as a result of or in connection with any breach of this Condition.</p> <p>29.4 Subject to any prior rights and to the rights of third parties, copyright and every other property right in all reports, documents and things produced or information obtained by the Provider or which is prepared or obtained under the Provider's direction or control under this Agreement shall vest in the Trust.</p> <p>29.5 The Provider shall not disclose any specifications, plans, instructions, drawings, patents, models or other information obtained pursuant to or by reason of the Contract, without the written permission of the Trust</p>
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	<p>(such consent not to be unreasonably withheld or delayed). If there is any doubt- please contact the Associate Director of Procurement.</p> <p>29.6 The provisions of this Condition shall apply during the continuance of this Contract and after its termination howsoever arising</p>
3. Copies of the Procurement terms and contract relating to R2H's current and/or recent assignment for NHS Bristol in respect of Modernising Mental Health.	See attached.

The information provided in this response is accurate as of 7th February 2013.

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