

Service Level Agreement

between the

Business Services Organisation

and the

Belfast Health and Social Care Trust

1st April 2023 – 31st March 2024



This agreement is dated 1st April 2023.

PARTIES

- (1) Business Services Organisation whose registered office is at 2 Franklin Street, Belfast, BT2 8DQ ("**BSO**"); and
 - (2) Belfast Health and Social Care Trust whose registered office is at A Floor, Belfast City Hospital, Lisburn Road, BT9 7AB ("**Customer**"),
- (each a "**Party**" and together, the "**Parties**").

BACKGROUND

- A. Under the Health and Personal Social Services (Northern Ireland) Order 1991 (as amended) certain entities within Health and Social Care in Northern Ireland may enter into health and social care contracts (known as "HSC Contracts"). The Parties acknowledge and agree that this Agreement constitutes a HSC Contract.
- B. The purpose of this Agreement is to secure the effective and efficient provision of a range of support services from the Business Services Organisation ("**BSO**") to the Customer. The support services will be provided in accordance with the quality standards and prices set out in this Agreement.
- C. This Agreement has been signed on the understanding that ongoing discussions between the BSO and the Customer will continue throughout the contractual term with a view to securing agreement on the details. Any changes to this Agreement will be included as variations as and when they are agreed in accordance with the terms of this Agreement.

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

1.1. Definitions

"Agreement"	this service level agreement including all schedules and appendices.
"Appropriate Technical and Organisational Measures"	as defined in the Data Protection Legislation.
"Contract Value"	the value of the Agreement agreed in writing between the Parties in accordance with the terms of this Agreement [see Annex 1 of the cover letter accompanying this Agreement].
"Controller"	as defined in the Data Protection Legislation.
"Data Protection Legislation"	the UK Data Protection Legislation and any other European Union legislation in force or application to the UK from time to time relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authorities which are applicable to either Party.
"Data Subject"	as defined in the Data Protection Legislation.
"Department of Health (DoH)"	the Department of Health for Northern Ireland.
"Exit Day"	has the meaning set out in the European Union (Withdrawal) Act 2018.
"Health and Social Care Northern Ireland (HSCNI)"	the organisations which work together to plan, deliver and monitor health and social care in

Northern Ireland including but not limited to the Health and Social Care Trusts.

“Intellectual Property Rights”

patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

“Personal Data”

as defined in the Data Protection Legislation.

“Personal Data Breach”

as defined in the Data Protection Legislation.

“Process” and “Processing”

as defined in the Data Protection Legislation.

“Processor”

as defined in the Data Protection Legislation.

“Services”

any and all of the services to be provided by the BSO to the Customer under this Agreement as set out in the accompanying schedules within this agreement.

“Services Description”

the description of the Services including but not limited to the scope of the services to be provided, any service levels related to the provision of such services and all applicable Standards as set out in the accompanying schedules of this agreement.

- “Standards”** the general quality specification and standards for the Services as contained within the accompanying schedules of this Agreement.
- “UK Data Protection Legislation”** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.
- “Works”** all records, reports, documents, papers, drawings, designs, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the BSO in the provision of the Services.
- 1.2. The Schedules 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.
- 1.3. Unless the context requires otherwise, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.4. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.5. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6. Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in Northern Ireland from time to time including as retained, amended, extended or re-enacted on or after Exit Day.

- 1.7. A reference to writing or written includes fax and email.
- 1.8. An obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.9. A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference to this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time.
- 1.10. References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.11. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Services

- 2.1. The BSO shall provide the Services from 1 April 2023 and shall ensure that the Services provided:
 - a) comply with the Standards as set out in the accompanying Schedules' individual 'Services Descriptions' (if any); and
 - b) meet or exceed the service levels as detailed in the accompanying Schedules' individual 'Services Descriptions' (if any).
- 2.2. Contact between the BSO and the Customer will occur as the nature of the Services demand and it is accepted that there will continue to be day-to-day contact between the BSO's officers and the Customer.

3. Duration

This Agreement will come into operation on 1 April 2023 and will continue until 31 March 2024. It is understood that any variations to this Agreement necessitated by strategic changes within HSCNI will be the subject of specific review meetings and

will be accommodated as required in accordance with clause 6 'Variation' and clause 14 'Review and Monitoring Arrangements.'

4. Equitable Purchaser Status

With regard to the Services, the Customer will be accorded equitable purchasing status by the BSO. This means that any advantageous terms offered by the BSO to any third-party purchaser must also be offered to the Customer.

5. Funding

5.1. Subject to clause 4 'Equitable Purchase Status' this Agreement describes the range of Services for which payment will be made by the Customer on a monthly basis in line with clause 5.5 below.

5.2. The Contract Value may only be increased for one or more of the following reasons:

- a) Additional Allocations to the Customer – the Contract Value may be increased if funding is made available to the Customer for pay or price increases that are incurred in excess of the provisions made within the Contract Value;
- b) Increased Activity - the Contract Value may be increased following an annual review of the financing of this Agreement, which will take into account decreases/increases in activity and a review of the services required by the Customer (to include new items and those that may no longer be required) and which will take place during the third quarter of the financial year;
- c) Costs - The cost of the Services provided under this Agreement will be reviewed quarterly and a report will be provided to the Customer as part of a quarterly monitoring report, following which the Contract Value may be increased; or
- d) Other Factors - Should special funding, involving the functions of the BSO,

be allocated by the Department of Health to the Customer for the specific purchasing of defined activity or investment, this will be taken into consideration in reviews of this Agreement and the Contract Value may be increased for this reason.

- 5.3. Proposals for in-year reductions in activity to compensate for increased costs above the Contract Value due to pay settlements and non-pay price inflation, which cannot be absorbed by increased efficiency, will need prior agreement in writing from the Customer. Any other increases in costs will be the responsibility of and will be borne by the BSO and will not affect the quantity or quality of the Services unless prior agreement in writing of the Customer has been secured.
- 5.4. The Contract Value will only be reduced if there is a marked and discernible reduction in the quality of one or more Services, in which case the Contract Value will be reduced by an amount to be agreed.
- 5.5. The BSO will draw down the relevant proportion of the Contract Value on a monthly basis for the Services provided. Each such monthly draw down will be for one twelfth of the Contract Value. This is in line with the current departmental guidelines.

6. Variation

6.1. Standard Variation

No variation of this Agreement shall be effective unless it is in writing and signed by authorised representatives of the Parties. Subject to clause 6.2 and written agreement between the Parties, variations may be made to this Agreement to include alterations, deletions or additions in respect of quantity, price or any other terms of this Agreement. Requests for variations may be made by the Customer or the BSO. Such agreement will include confirmation of the date from which the variation will become

effective. These variations will be made in accordance with the terms and conditions of this Agreement. In the event that the Customer and the BSO are unable to agree to the terms of a proposed variation, the Parties shall follow the procedure described in clause 15 'Corrective Action' of this Agreement.

6.2. **Variations in Exceptional Circumstances**

In exceptional circumstances (including but not limited to the outbreak of war, a national disaster or an epidemic) ("**Exceptional Circumstances**") it may be necessary for either Party to seek an urgent variation to this Agreement. In such circumstances there should be written notification to the Assistant Director of Customer Care & Performance in the first instance and there should be discussions held to agree a clear way forward in the revised situation, with any required variations to this Agreement being agreed in writing between the Parties.

7. **Personnel**

In line with appropriate funding the BSO shall employ sufficient staff of an appropriate grade, level of qualification and competency to ensure that the Services are provided at all times in an efficient, effective and expeditious manner. It shall be the responsibility of the BSO to ensure that all such persons are careful, diligent and skilled in the discharge of their respective duties. The BSO shall ensure that all staff employed are provided with adequate training and relevant managerial and professional support in the discharge of their duties.

8. **Confidentiality**

8.1. Each Party undertakes that it shall not at any time disclose to any person any confidential information including but not limited to information concerning the business, affairs, customers, clients or suppliers of the other Party, except as permitted under clause 8.2.

8.2. Each Party may disclose the other Party's confidential information:

- a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 8 (Confidentiality); and
- b) as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.

8.3. No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9. Freedom of Information

The BSO is committed to the principles of open government and to meeting its responsibilities under the Freedom of Information Act 2000 ("FOI Act"). Accordingly, the Customer acknowledges and agrees that all information submitted to it may need to be disclosed in response to a request under the FOI Act. The BSO may also decide to include certain information in its publication scheme which it maintains under the FOI Act.

10. Intellectual Property Rights

The Customer acknowledges and agrees that all Intellectual Property Rights subsisting in the Works shall vest in the BSO. To the extent that such Intellectual Property Rights do not so vest automatically by operation of law or under this Agreement, the Customer holds the legal title to such Intellectual Property Rights on trust for the BSO.

11. Data Protection

11.1. The Parties acknowledge that, for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under Agreement dictates the status of each Party under the Data Protection Act 2018. A Party may act as:

- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Joint Controller" with the other Party; and/or
- (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data which is provided to or by either Party to permit the provision of the Services under the Agreement.

11.2. Regardless of their status as Controller, Processor, Joint Controller or Independent Controller (which as above shall be dictated by the specific circumstances of certain of the Services to be provided) both Parties will comply with all applicable requirements of the Data Protection Legislation and shall ensure that anyone acting on behalf of either Party shall process Personal Data only in accordance with this clause 11 and the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation. In this clause 11 "**Applicable Laws**" means (for so long as and to the extent that they apply to the Parties) the law of the European Union, the law of any member state of the European Union and/or the UK Data Protection Legislation and any other law that applies in the UK.

11.3. Without prejudice to the generality of clauses 11.1 and 11.2 the Parties shall ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the other Party for the duration and purposes of this Agreement.

11.4. Without prejudice to the generality of clauses 11.1 and 11.2, the Parties shall, in relation to any Personal Data processed in connection with the performance by the Parties of their obligations under this Agreement:

- a) process that Personal Data only to the extent required for the fulfilment of its obligations under this Agreement unless a Party is required by Applicable Laws to otherwise process that Personal Data;
- b) ensure that they have in place Appropriate Technical and Organisational Measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data;
- c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the other Party has been obtained and the following conditions are fulfilled:
 - a) the relevant Party has provided appropriate safeguards in relation to the transfer;
 - b) the data subject has enforceable rights and effective legal remedies; and
 - c) the relevant Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
- e) assist the other Party in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- f) notify the other Party without undue delay on becoming aware of a Personal Data Breach;
- g) at the written direction of the other Party, delete or return Personal Data (including copies) to the other Party on termination of the Agreement unless required by Applicable Laws to store the Personal Data; and
- h) maintain complete and accurate records and information to demonstrate their compliance with this clause.

11.5. Each Party shall remain fully liable for all acts or omissions of any third-party processor appointed by it.

11.6. If there is an inconsistency between any of the provisions contained (a) in a data access agreement or data sharing agreement which is in place directly between either (i) BSO and the Customer or (ii) any entity within BSO and the Customer and (b) this Agreement, the provisions in such data access agreement or data sharing agreement shall prevail.

12. Innovation and Technology

It is the wish of both Parties to encourage innovation and technical developments that improve the quality and efficiency of service provision and in particular electronic transfer of information. The BSO agrees to keep such developments under review and to discuss with the Customer the potential introduction of new procedures or technology that will benefit the provision of the Services. All developments should be made within available resources (existing funding or agreed amendments), as agreed with the Customer.

13. Assurance from Chief Executive of the BSO to Chief Executive of the Customer

- 13.1. An assurance on the performance of the Services under this Agreement will be provided by an annual assurance letter from the Chief Executive.
- 13.2. It is acknowledged that, following the cessation of the Controls Assurance Standards (“CAS”) Programme, the BSO has put in place proportionate and robust arrangements adapted from CAS to provide organisational assurances to the Chief Executive and Board of BSO, BSO Customers and Department of Health policy leads where required. These arrangements are designed to ensure that the BSO has controls in place to enable BSO to meet its statutory obligations and to ensure its compliance with all standards, policies and strategies set by the DoH and all applicable guidance set by other parts of government. Any significant control divergences will be reported through the formal accountability process together with an outline of action plans to address these divergences. These arrangements will be kept under review and updated as necessary.

14. Review and Monitoring Arrangements

- 14.1. A customer panel meeting shall be arranged at a time and place to be mutually agreed.
- 14.2. A monitoring report on Service areas will be provided by the BSO on a monthly basis, which shall relate to all Schedules of this Agreement and shall include:
- a) information relating to actual activity and expenditure levels and percentage variations on baseline volumes for the month and projected for the remainder of the contractual term;
 - b) performance reports on agreed items; and
 - c) information relating to areas of under-performance or difficulties, and the reasons for and the implications of these,

in sufficient detail to allow for full discussion at monitoring meetings and agreement on a way forward, which might include, by way of example only, re-prioritisation of tasks, re-deployment of existing staff, consideration of overall resource levels etc.

14.3. The Parties may agree to conduct a review of the Services. Such a review will be undertaken in a spirit of co-operation and will be guided only by a desire to improve the quality and cost-effectiveness of the Services. Each operational Schedule may be reviewed at any time throughout the contractual term at the request of either Party.

15. Corrective Action

15.1. If a dispute arises out of or in connection with this Agreement ("**Dispute**"), the Parties shall follow the dispute resolution procedure set out in this clause:

- a) in the event of either a perceived minor breach of the Agreement or a perceived break-down of part of the Agreement ("**Minor Dispute**"), either Party shall give to the other written notice of the Minor Dispute, setting out its nature and full particulars ("**Minor Dispute Notice**"), together with relevant supporting documents with such Minor Dispute Notice to be directed to the relevant service area operational staff (as set out in the below table in this clause). On service of the Minor Dispute Notice the representatives of the Parties shall attempt in good faith to resolve the Minor Dispute.

b)

Service Area	Operational Staff
Procurement and Logistics Services	██████████
Shared Services (incl. Interpreting Services)	██████████
Information Technology Services	██████████

Internal Audit	[REDACTED]
Directorate of Legal Services	[REDACTED]
HSC Leadership Centre	[REDACTED]

c) in the event that either:

- i. the above representatives of the Parties are for any reason unable to resolve the Minor Dispute within 30 days of service of the Minor Dispute Notice; or
- ii. the dispute relates to a perceived breakdown of several parts of the Agreement, in which case either Party shall give to the other written notice of such dispute setting out its nature and full particulars together with relevant supporting documents,

the dispute shall be referred to the Assistant Director of Customer Care & Performance who shall attempt in good faith to resolve it;

- d) if the Assistant Director of Strategic Planning and Customer Engagement is for any reason unable to resolve the dispute, the dispute shall be referred to the signatories of this Agreement;
- e) if the signatories of this Agreement are for any reason unable to resolve the dispute, the dispute shall be referred to a mutually agreed arbitrator. The Parties shall endeavour to resolve all disputes prior to going to arbitration. Arbitration is recognised by both Parties as a last resort to the resolution of disputes. The arbitrator shall have the power to order specific performance of an obligation to be performed under the Agreement; and
- f) in the event that a mutually agreed arbitrator cannot be identified then either Party shall refer the matter to the DoH for final determination in accordance with Section 8(4) of the Health and Personal Social Services (Northern Ireland) Order 1991 (as amended).

16. Bribery Act 2010

- 16.1. The Parties acknowledge and agree that the Bribery Act 2010 ("**Bribery Act**") introduced a new, clearer regime for tackling bribery that applies to all commercial organisations in the UK, including those in the healthcare sector, to ensure that they have adequate procedures in place to prevent bribery from occurring within their organisation.
- 16.2. The BSO is committed to compliance with the Bribery Act and to the prevention, deterrence and detection of bribery in addition to combating fraud and has a zero-tolerance attitude towards bribery. The BSO aim to manage bribery risks and to maintain anti-bribery compliance as part of the BSO risk management process.
- 16.3. The BSO aims to conduct all of its services in an honest and ethical manner and is committed to acting with integrity in all its business dealings and relationships and to implementing effective systems to prevent bribery.
- 16.4. The Customer undertakes to comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.

17. Equality and Human Rights

The BSO is committed to promoting equality of opportunity and fulfilling its obligations within the meaning and scope of the provisions of the Northern Ireland Act 1998 and the Human Rights Act 1998 in relation to the delivery of the Services under this Agreement.

18. Conflict

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

Signed by ... [redacted]

for and on behalf of the Business Services Organisation.

Signature [redacted]

Designation Chief Executive

Date 17/04/2023

Signed by

for and on behalf of the Belfast Health and Social Care Trust.

Signature [redacted]

Designation Chief Executive

Date 25/1/24