

CLINICAL CODING SERVICES AGREEMENT

This Agreement is made by and between CHKS Limited, a UK company (Registered Number 02442956) with its registered address at 11 Buckingham Street, London, England, WC2N 6DF, trading as CHKS Limited ("**CHKS**"), and ***** ("**Client**").

AGREEMENT PARTICULARS:

Client	
Effective Date	
Initial Term	
Total Contract Term	
CHKS Representative	
Client Representative	
Client Address for Notices	
Facility(ies)	N/A
Services	As described in Schedule 1 - Services
Fees	As described in Schedule 1.2 – Charges
Special Terms	Schedule 2 - Change Control Procedure Schedule 3 - Data Protection Appendix

BACKGROUND

- A. The Client owns and operates the healthcare facilities identified in the Agreement Particulars.
- B. The Client requires certain commercial services in relation to the operation of its business, and CHKS is in the business of providing those commercial services.
- C. The parties have agreed that CHKS shall provide the Services to the Client on the terms and conditions set out in this Agreement.

CONTRACT TERMS:

1 Definitions:

1.1 The following terms shall have the following meanings:

Agreement	This agreement, comprising the Agreement Particulars and the Contract Terms.
Fees	The fees payable to CHKS for the Services.
Clinical Coder(s)	The accredited clinical coder(s) employed by CHKS to perform the Clinical Coding Services for the Client
Clinical Coding	The application of diagnostic and procedural clinical codes to completed patient Episodes by reviewing the patient's health records.
Data Protection Legislation	means the following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the EU GDPR and any national law issued under that Regulation; (c) the UK GDPR, Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) any laws or regulations that replace or supersede the legislation referred to in (a) to (c) from time to time
Daycase	A patient who receives healthcare service at a Client Facility and is discharged on the same day, and is identified as such on the Client's electronic medical record. For example: Mr A is admitted in the morning for a minor surgical procedure and is discharged in the evening of the same day.
Episode	Either a Daycase or a completed Inpatient case.
Facility	A healthcare facility owned and operated by the Client in respect of which CHKS provides the Services.
Initial Term	The initial duration of this Agreement as stated in the Agreement Particulars.
Inpatient	A patient who receives healthcare service at a Client Facility and spends at least one night at the Facility, and is identified as such on the Client's electronic medical record. For example: Mrs B is admitted in on Monday for a surgical procedure and is discharged the following day.
Representative Services	Each party's appointed representative designated in accordance with Clause 2.3. The Clinical Coding services to be provided by CHKS under this Agreement, as described in the Agreement Particulars.
Term	The actual duration of this Agreement determined in accordance with Clause 2.2.
VAT	Value added tax is the UK Value Added Tax Act 1994

2 Engagement of CHKS

- 2.1 The Client has agreed to engage CHKS to provide the Services for the Term as its exclusive provider of Clinical Coding for the Facilities. CHKS agrees to such engagement.
- 2.2 The Term shall commence on the Effective Date and continue for *****. Following the Initial Term this Agreement shall terminate thereafter, unless otherwise agreed in writing by the parties.
- 2.3 Each party shall be represented for the purpose of this Agreement by its designated Representative. The first such Representatives are as stated in the Agreement Particulars. Either party may notify the other of a replacement Representative at any time.

3 Clinical Coders

- 3.1 The Client shall provide CHKS with a forecast of its Clinical Coding requirements upon request from time to time, sufficient to enable CHKS to assess the staffing level required to support those requirements. Where such forecasts anticipate a significant increase in requirements, CHKS will agree a resourcing schedule with the Client to allow its staffing to be increased over a reasonable period of time.
- 3.2 CHKS shall ensure that there are sufficient Clinical Coders to provide the Services, based on the Client's forecasts and the agreed resourcing schedules.
- 3.3 CHKS shall ensure that:
- (a) Each Clinical Coder shall have previous coding experience in a healthcare environment.
 - (b) Clinical Coders carry out the Services with due care, skill and judgement in accordance with good industry practice.
 - (c) Each Clinical Coder successfully clears all standard employee vetting checks (including, if the parties agree that this is appropriate, a Disclosure and Barring Service (DBS) clearance certificate).

4 Fees and Payment

- 4.1 The Fees payable by the Client are specified in the Agreement Particulars.
- 4.2 All Fees set out in this Agreement are exclusive of all taxes, including VAT, and it shall be Client's sole responsibility to pay whatever taxes may be applicable in relation to this Agreement, including VAT at the prevailing rates.
- 4.3 CHKS shall be entitled to change the Fees annually, on 1st April each anniversary, by an amount equal to the percentage change in the Retail Price Index ("RPI"). The percentage increase will be calculated based on the average percentage increase in the Retail Price Index published by the Office for National Statistics, during the (12) month period of the latest available indices published preceding the anniversary, provided that the rate of increase shall always be three percent (3%) or greater. If Office for National Statistics ceases to publish annual RPI data a comparative index from the Office for National Statistics, or its successor, shall be applied.
- 4.4 CHKS shall render invoices to the Client for the Fees 30 days before the due date.
- 4.5 Client shall pay all amounts set forth in this Agreement on their due date and in any event no later than 30 days from the date of CHKS's invoice. All amounts are stated and payable in sterling.
- 4.6 Without prejudice to CHKS's other rights or remedies, whether at law, in equity, or under the Agreement CHKS shall be entitled to add an interest charge to the outstanding balance at the rate of four percent (8%) per annum above Barclays Bank Plc's current base rate from time to time; this interest will begin to accrue on the day after the payment due date and will accumulate on the outstanding balance on a daily basis until paid in full by the Client.
- 4.7 Without prejudice to CHKS's other rights or remedies, whether at law, in equity, or under the Agreement CHKS, if the Client fails to pay all invoice amounts by the due date and it continues for fourteen (14) days following written notice thereof, CHKS shall be entitled to suspend performance of Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to the Client or any other person by reason of such suspension.
- 4.8 The provisions of this Clause 4 shall survive termination of this Agreement.

5 Confidentiality

- 5.1 Each party undertakes:
 - (a) to keep confidential all information (written or oral) concerning the business and affairs of the other that it shall have obtained or received as a result of the discussions leading up to or the entering into or performance of this Agreement ("the Information").
 - (b) not without the other party's written consent to disclose the Information in whole or in part to any other person, save those of its employees, agents and sub-contractors involved in the provision or receipt of the Services and who have a need to know the same;
 - (c) to use the Information solely in connection with carrying out this Agreement and not for its own benefit or the benefit of any third party save to the extent explicitly permitted in this Agreement;
- 5.2 The provisions of Clause 5.1 shall not apply to the whole or any part of the Information to the extent that it is:
 - (a) already in the other party's possession on the date of its disclosure without breach of any obligation of confidentiality;
 - (b) is already public knowledge or becomes public knowledge;
 - (c) in the public domain other than as a result of a breach of this clause; or
 - (d) independently developed by the other party without reference to or use of the Information.
- 5.3 Each party undertakes to make all its relevant employees, agents and sub-contractors aware of the confidentiality of the Information and the provisions of this Clause 5, and, without limitation to the foregoing, to take all such steps as shall from time to time be necessary to ensure compliance by its employees, agents and sub-contractors with the provisions of this Clause 5.
- 5.4 Notwithstanding anything to the contrary in this Clause 5, CHKS may:
 - (a) include Client's name on CHKS's customer list and may describe in general terms the nature of the services provided by CHKS to the Client;
- 5.5 The obligations of this Clause 5 shall continue to apply throughout the Term and for a period of five years thereafter.

6 Data Protection

6.1 Scope and status of the Parties.

- (a) In this Paragraph 6, the terms “controller”, “data subject”, “personal data”, “personal data breach”, “process” (“processed” to be construed accordingly) and “processor” shall have the same meanings as in the UK General Data Protection Regulation (the “UK GDPR”).
- (b) CHKS acts as a data processor on behalf of Client with respect to any personal data which is processed by CHKS on behalf of Client under this Agreement (the “Client Personal Data”). Client may act as controller or processor in respect to Client Personal Data. This Paragraph 6 sets out CHKS’s data processing obligations to Client in respect of Client Personal Data. Details of the applicable processing activities (including categories of personal data and data subjects) are described in Annex 1 to this Agreement. To the extent that there are additional processing activities to be performed pursuant to any Services delivered by CHKS, such processing activities shall be set out in this Agreement.
- (c) Client warrants, represents and undertakes to CHKS that it (or the applicable Client Group Member):
 - i. will comply at all times with the Data Protection Legislation; and
 - ii. has all necessary consents and notices in place to enable lawful transfer (including international transfers, if any) of Client Personal Data to CHKS for the duration and purposes of the Agreement (including without limitation, lawful grounds for processing); and
 - iii. will not transfer any Client Personal Data to CHKS in connection with the provision of Services by CHKS, other than those categories of Client Personal Data described in Annex 1 (Personal Data and Processing Activity) to this Agreement.

6.2 CHKS’s obligations. Where CHKS processes Client Personal Data under or in connection with the performance of its obligations under this Agreement, CHKS shall comply with the obligations in Schedule 5 and:

- (a) process the Client Personal Data only in accordance with this Agreement and with other mutually agreed and documented instructions of Client (including in relation to any international transfer of Client Personal Data made in accordance with Paragraph 6.3);
- (b) implement appropriate technical and organisational measures necessary to meet the requirements of Data Protection Legislation;
- (c) ensure CHKS staff authorised to process Client Personal Data are subject to appropriate confidentiality obligations;
- (d) not engage sub-processors to process Client Personal Data without Client’s prior written consent (such consent not to be unreasonably withheld or delayed). For the purpose of this Paragraph 6.2(d), Client hereby consents to CHKS retaining those entities listed at paragraph 1 (Approved sub-processors) of Annex 1 to this Agreement as sub-processors to process Client Personal Data. CHKS shall, in relation to any sub-processor appointed in accordance with this Paragraph 6.2(d):
 - i. ensure that equivalent requirements to those set out in this Paragraph 6.2 are imposed on the sub-processor through a written agreement; and
 - ii. remain liable to Client for the performance of the sub-processor’s obligations;
- (e) taking into account the nature of the processing and the information available to CHKS, reasonably assist Client to fulfil Client’s obligations under Data Protection Legislation:
 - i. to respond to data subjects’ requests exercising their rights; and
 - ii. with respect to security, data protection impact assessments, data breach notifications and consultations with data protection supervisory authorities;
- (f) save as required by law, at Client’s option and sole expense, either delete or return Client Personal Data in CHKS’s possession to Client on expiry or termination of this Agreement; and
- (g) make available to Client such information as Client reasonably requests and CHKS is reasonably able to provide and permit and contribute to such audits, including inspections, conducted by Client (or agreed auditors other than CHKS’s competitors), as is necessary to demonstrate CHKS’s compliance with its obligations set out in this Paragraph 10. Client will give reasonable notice of any audit, ensure that any audit does not disrupt CHKS’s business operations, ensure any agreed auditors (if any) are bound by appropriate (in CHKS’s opinion) confidentiality obligations to protect CHKS’s confidential information, and will be fully liable for any associated costs (including those of CHKS).

6.3 International transfers. CHKS shall not transfer Client Personal Data to any country or territory outside the European Economic Area (EEA) without Client’s prior written consent (such consent not to be unreasonably withheld or delayed). Any transfers authorised in accordance with this Paragraph 6.3 shall be subject to appropriate safeguards or derogations under Data Protection Legislation. Where requested to do so by CHKS, Client shall execute the appropriate approved standard contractual clauses for transfers of Client Personal Data

from the EEA or the UK to third countries ("Standard Contractual Clauses") as data exporter with the applicable CHKS data importer entity and, where relevant, procure that the relevant data controller entity does the same. Client agrees that if, pursuant to the Standard Contractual Clauses, CHKS is obliged to provide a copy of any applicable sub-processor agreement, such agreement may have all commercial information, or clauses unrelated to the Standard Contractual Clauses, removed by CHKS beforehand and that such copies will be provided by CHKS in a manner to be determined in its discretion and only upon request by Client.

6.4 Indemnity.

Subject to the limitations and exclusions of liability set out in Clause 7, Client shall defend and indemnify, at its own expense, CHKS from and against any third party claim against CHKS to the extent arising out of or in connection with Client's breach of Paragraph 6.1.(c)(ii) or Paragraph 6.1(c)(iii).

7 Liability

7.1 Except as explicitly set forth in this Agreement, all conditions and warranties, express or implied, statutory or otherwise, and other obligations and liabilities, including but not limited to warranties and conditions of fitness for purpose and satisfactory quality, are hereby excluded and negated to the fullest extent permitted by law.

7.2 Subject to Clause 7.4 below, the liability of CHKS for any breach of any condition, warranty or obligation which is implied into this Agreement by any applicable legislation for the time being in force which cannot be excluded by agreement, shall not exceed, at CHKS's option:

- (a) in relation to the supply of services: the supplying of those services again; and
- (b) in relation to the supply of goods: the replacement or repair thereof.

7.3 In no event shall CHKS be liable for any indirect, incidental, consequential, special or economic loss, damages, costs, expenses or other liability including but not limited to loss of profits, loss of anticipated savings, loss of data and loss arising from delay, suffered by Client regardless of the form of the action, whether in contract, negligence or claims in tort, law or equity or arbitration, whether or not the possibility of such damages has been disclosed to CHKS in advance or could have been reasonably foreseen by CHKS.

7.4 Client acknowledges and accepts full responsibility for its use of the Services, and the results obtained therefrom including, without limitation, the provision of advice, medical treatment, information, health reference information or materials to any third party. In particular, Client acknowledges and accepts that the results of the Services are informative and not definitive, that its use of the Services and the results obtained therefrom require the use of appropriate intellect and judgement at all times, and that the Services and the results obtained therefrom should not be used to inform clinical decisions for patient care.

7.5 Client agrees to defend and indemnify, at its own expense, CHKS from and against any third-party claim against CHKS to the extent arising out of or in connection with the Client's use of the Services and/or the results obtained therefrom.

7.6 If notwithstanding the above, CHKS is held liable to Client for any reason, then the aggregate liability of CHKS in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of the Agreement shall be limited to an amount equal in the aggregate to the total amount paid or payable by the Client under this Agreement in the twelve (12) months immediately preceding the date of the first incident out of which the liability arose, provided always that nothing in this Agreement shall be taken as excluding or limiting any liability of CHKS for fraud or for death or personal injury caused by negligence.

7.7 The provisions of this Clause 7 shall survive the termination of this Agreement.

8 Intellectual Property Rights

8.1 To the extent that any intellectual property is licensed under this Agreement, (a) CHKS warrants that it has the right and authority to grant a licence to the Client on the terms and conditions contained in this Agreement and (b) the Client warrants that it has the right and authority to grant a licence to the CHKS on the terms and conditions contained in this Agreement.

8.2 Any and all licenses granted under this Agreement shall immediately cease on termination of this Agreement.

9 TUPE

9.1 This Clause applies save only to the extent that the Agreement Particulars state that named staff are expected to transfer to CHKS under TUPE

9.2 The Client warrants to CHKS that in respect of the transfer of the provision of the Services from the Client or from a contractor of the Client to CHKS upon the commencement of this Agreement and save only as explicitly set out in the Agreement Particulars that there are no employees of the Client or any contractor of the Client ("Relevant Employees") to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended and / or replaced from time to time) ("the TUPE Regulations") will apply and that the TUPE Regulations will not

have the effect of transferring any contract of employment of any Relevant Employees to CHKS upon or at any time following commencement of this Agreement.

9.3 If upon or at any time following commencement of this Agreement any Relevant Employee (other than named employees referred to in the Agreement Particulars) claims that their employment should have or has transferred to CHKS as a result of the provisions of the TUPE Regulations, then:

- (a) CHKS may, within 30 business days of becoming aware of any such claim, terminate such person's employment;
- (b) the Client will indemnify CHKS in full against any actions, proceedings, costs, claims, demands, awards, fines, orders, expenses and liability whatsoever (including legal and other professional fees and expenses) in relation to such person whether arising directly or indirectly out of or in connection with such termination or otherwise, and against any sums payable to or in relation to such person in respect of his/her employment from the commencement of this Agreement to the date of such termination; and
- (c) when reasonably required do to so by CHKS, the Client will assist CHKS in taking and/or defending any proceedings by and/or against CHKS in connection with the termination of such employment.

10 Termination of this Agreement

10.1 Either party may terminate this Agreement upon a material breach by the other party of any one or more of the terms and conditions hereof, provided that the party in breach is notified in writing by the other party of the material breach and such breach is not cured or a satisfactory resolution agreed upon in writing within 30 days of such notice.

10.2 In the event a party makes a general assignment for the benefit of, or composition with, its creditors or files a voluntary petition in bankruptcy or petitions for reorganisation or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against a party, or if a receiver or trustee is appointed for all or any part of the property and assets or undertakings of a party or a liquidator is appointed in respect of a party (other than for the purpose of reconstruction), the other party may terminate this Agreement.

11 Dispute Resolution

In the event of there being any dispute between the parties the parties agree to schedule a mandatory meeting either remotely (for example, via teleconference) or at a mutually agreeable location, within ten (10) days of the date a party gives notice of the dispute to the other party, which meeting will be attended by a senior official of each party. At that meeting, each party will present its side of the dispute, and the senior officials will enter into good faith negotiations in an attempt to resolve the dispute. In the event the matter is not resolved at such meeting or if the meeting does not take place within ten (10) days of the date a party gives notice of the dispute to the other party, the parties reserve all applicable rights and remedies under the Agreement or available at law or in equity. Nothing in this Clause 11 shall prevent IBSS from seeking any interim or interlocutory relief.

12 General

12.1 The Client agrees that it will not during the Term and for a period of three months after thereafter directly or indirectly on its own account or on behalf of any other person solicit, employ or engage any person who during the Contract Period is an officer, employee or consultant of CHKS and who was involved in a material respect with the provision of services to the Client by CHKS. Any deviations from this clause shall be agreed between the parties in writing.

12.2 All notices which are required pursuant to this Agreement shall be in writing and shall be delivered by:

- (a) certified or registered mail, first class postage prepaid,
- (b) sent by overnight express or similarly recognised overnight delivery with receipt acknowledged
- (c) email or facsimile, with a copy thereof sent by one of the other means.

12.3 Notices shall be deemed to have been given at the time delivered; provided, however, that in the case of email or facsimile, delivery shall be the time of transmission only if the notice sent by another means is delivered within 48 hours of the facsimile transmission.

12.4 Notices shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

If to CHKS:

CHKS Limited, 11 Buckingham Street, London, England, WC2N 6DF

Attention: Contracts & Commercial Manager

[If to Client:

As set out in the Agreement Particulars.]

- 12.5 Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labour disputes, shortages of suitable parts, materials, labour or transportation, or any similar cause beyond the party's reasonable control.
- 12.6 This Agreement:
- (a) constitutes a fully integrated contract and states the entire agreement between the parties and supersedes and merges any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and together state the entire understanding and agreement upon which CHKS and Client rely respecting the subject matter of this Agreement;
 - (b) may be amended or modified only in writing, agreed to and signed by the authorised representatives of the parties; and
 - (c) shall be construed, performed and enforced in all respects in accordance with the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English courts.
- 12.7 Each party acknowledges that it has not entered into this Agreement in reliance on any representation by or on behalf of the other (save as specifically incorporated in this Agreement) but this shall not exclude or limit the liability of either party to the other in respect of any fraudulent misrepresentation.
- 12.8 Notwithstanding any acknowledgment by CHKS of a purchase order submitted by Client, any condition or provision in any such purchase order or other memorandum of Client which is in any way inconsistent with, or which adds to the provisions of this Agreement, is null and void.
- 12.9 Nothing in this Agreement shall create any partnership, joint venture or relationship of principal and agent between the parties.
- 12.10 The Client shall not assign or otherwise transfer the Agreement or any of its rights and obligations hereunder whether in whole or in part without the prior written consent of CHKS (which shall not be unreasonably withheld).
- 12.11 CHKS may at any time assign, delegate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 12.12 CHKS may enter into any sub-contract with any person for the performance of any part of the Agreement. CHKS shall not be relieved from any of its obligations hereunder by entering into any sub-contract for the performance of any part of the Agreement.
- 12.13 Neither party shall at any time assert any title, claim or right to ownership in the assets, systems, equipment, software or any other property of the other party. No title or right in any property (whether tangible or intangible) shall pass from one party to the other unless explicitly agreed in writing by authorised representatives of both parties.
- 12.14 Neither Party shall be in breach of the Agreement nor liable for failure or delay in the performance of its obligations hereunder as a result of a force majeure event, such as fire, explosion, act of nature, strikes, war, riot, government regulation or act or any other cause beyond the reasonable control of such Party, provided that:
- (a) the affected Party and its representatives and agents are without fault in causing or failing to prevent the force majeure event;
 - (b) the affected Party gives the other Party prompt written notice of the force majeure event and uses its best efforts to overcome or circumvent it, including through the use of commercially reasonable alternative sources, workaround plans or other means; and
 - (c) the affected Party continues to use its best efforts to perform whenever and to whatever extent is possible under the circumstances and notifies the other Party promptly when the force majeure event has abated
- 12.15 Neither party hereto shall be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by the authorised representative of the party.
- 12.16 No delay or omission by a party hereto in exercising any right shall operate as a waiver of such right. A waiver of a right on any one occasion shall not be construed as a waiver of such right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. Notwithstanding the foregoing, no action, with the exception of an action for breach of the confidentiality obligations delineated in this Agreement, arising out of breach of this Agreement or transactions related to this Agreement may be brought by a party more than one year after the cause of action has accrued, regardless of the form.
- 12.17 The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of the Agreement. References to this Agreement are inclusive of all schedules hereto.

- 12.18 If any provision of this Agreement or its application to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 12.19 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 12.20 If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of English jurisdiction to be illegal, invalid, void or unenforceable in whole or in part, then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement which shall remain in full force and effect and the parties shall in good faith amend and, if necessary, novate this Agreement to reflect as nearly as possible the spirit and intention behind that illegal, invalid or unenforceable provision, to the extent that such spirit and intention is consistent with the laws of England, and so that the amended clause complies with the laws of England.
- 12.20 This Agreement may be executed in separate counterparts, including by facsimile or electronic or digital signature, and by the different Parties on the same or separate counterparts. Any signed copy of this Agreement made by reliable means will be considered an original, and all signed counterparts will constitute one and the same instrument.
- 12.21 Any change to this Agreement shall be agreed between the parties in signed writing.

SCHEDULE 1 – CHARGES, OTHER TERMS AND CONDITIONS AND DESCRIPTION OF THE SERVICES

Where there is any inconsistency between the terms in the documents, the terms of this Schedule 1 shall prevail.

1. CHARGES

1.1 Client shall be invoiced monthly based on the fee structure below.

1.2 The fee structure is:

Service	Assumptions	Estimated term fee
Total		

- (a) All charges shall be paid by Client, within thirty (30) calendar days of the invoice date.
- (b) All charges are exclusive of Value Added Tax and any other taxes, which shall be payable at the appropriate rate on the same date as the payment to which such taxes, relate.
- (c) If any sum payable is not paid in accordance with these payment terms, then (without prejudice to any other rights or remedies), CHKS reserves the right to charge interest on such sum in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
- (d) Client shall not be entitled to retain or set off any amount due to CHKS under this Agreement against any amount due to it.

2. OTHER TERMS AND CONDITIONS

2.1 Client will consider any other services which CHKS could provide on an annual basis.

3. DESCRIPTION OF THE SERVICE

3.1 The client will grant CHKS remote access to their system.....

3.2 Coding will be entered directly into the client coding system

SCHEDULE 2 – CHANGE CONTROL PROCEDURE

1. CHANGE CONTROL PROCEDURE
 - 1.1 CHKS has relied upon information provided by Client in the preparation of the Services and reserves the right to amend the Charges in the event of there being a material discrepancy between the information disclosed by Client and the products and or Services that CHKS has to provide in order to deliver the Services.
2. Procedure:
 - 2.1 Discussion between Client and CHKS concerning a Change shall result in either no further action being taken or a request by Client for a Change or a request by CHKS for a Change subject to the procedure described herein.
 - 2.2 Where a written request for a Change is received from Client, CHKS shall, unless otherwise agreed, submit two copies of a Change Control Note ("CCN") as set out below signed by CHKS to Client following the appropriate evaluation.
 - 2.3 A request for a Change originated by CHKS shall be submitted direct to Client in the form of two copies of a CCN signed by CHKS.
 - 2.4 Each CCN shall contain the information set out in the form below.
3. Should either Party require a longer period of time to either prepare, evaluate or agree any CCN then they shall make a request for such extension to the other party with an indication of the extension time required. The other party shall not unreasonably refuse this request.
4. In the event that Client does not approve a CCN within the given time and has not requested an extension of time as in 3 above, the CCN in question will lapse and CHKS shall proceed no further with the request. Work will not proceed on any CCN until both Parties have signed it at which stage it shall constitute an amendment to the Agreement.
5. In the event of any changes to the Services to be provided the relevant Change Control Note in the form set out below shall be signed by the Authorised Representatives of both parties to signify their approval to the change.

CHANGE CONTROL NOTE (CCN)

Between Client and CHKS

1. The Services to be provided are varied as follows:

Agreement Ref:	Change Control No:	Originator:
Type of Change:		
Requirement:		
Method of Change:		
Cost of Change:		
Timetable:		
Attached documents:		

2. Words and expressions in this Change Request Form shall have the meanings given to them in the Agreement.
3. The Agreement, including any previous Change Requests, shall remain effective and unaltered except as amended by this Change Request Form.

Signed for and on behalf of Client:

Signed for and on behalf of CHKS Limited:

By

By

Name

Name

Title

Title

SCHEDULE 3: DATA PROTECTION APPENDIX

1. Definitions:

2. In this schedule, the following definitions shall apply:

“Data Protection Legislation” means the following legislation to the extent applicable from time to time: (a) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); (b) the EU GDPR and any national law issued under that Regulation; (c) the UK GDPR, Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003; and (d) any laws or regulations that replace or supersede the legislation referred to in (a) to (c) from time to time

“Client NHS Foundation Trust Group Company” means any company under the same control as Client NHS; and

“Client NHS Personal Data” means any Personal Data which may be supplied to CHKS under this agreement and/or which CHKS (and/or any sub-contractor) generates, collects, stores, transmits or otherwise processes either on behalf of Client NHS or as a data controller in connection with this agreement.

3. Each party shall comply with its respective obligations under applicable Data Protection Legislation and, without prejudice to the foregoing, (a) CHKS shall not process Client NHS Personal Data in a manner that will or is likely to result in Client NHS breaching its obligations under Data Protection Legislation and (b) Client NHS shall not instruct CHKS to carry out processing of NHS Personal Data in a manner that will or is likely to result in CHKS breaching its obligations under the Data Protection Legislation.

4. To the extent that CHKS processes Client NHS Personal Data as a processor on behalf of the Trust, CHKS shall:

- (a) process Client NHS Personal Data only on behalf of the Trust, only for the purposes of performing this Agreement and only in accordance with instructions contained in this Agreement or as otherwise received from time to time; CHKS shall notify Client NHS prior to taking any further action if it considers an instruction to be likely to result in processing that is in breach of Data Protection Legislation and CHKS shall have no obligation to carry out any processing in breach of the Data Protection Legislation;
- (b) not otherwise modify, amend, disclose or permit the disclosure of any of the Client NHS Personal Data to any third party (including a data subject) unless specifically authorised or directed to do so in writing by Client NHS or required to do so by law;
- (c) implement appropriate technical and organisational measures to protect Client NHS Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. Upon the Trust's request, CHKS shall provide Client NHS with a written description of the technical and organisational measures implemented by itself and its sub-contractors as well as copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals;
- (d) provide reasonable cooperation and assistance to Client NHS as may reasonably require to allow Client NHS to comply with its obligations as a data controller, including in relation to data security, data breach notification, data protection impact assessment, prior consultation with data protection authorities, any enquiry, notice or investigation received from a data protection authority, and the fulfilment of data subject's rights (and provide any further co-operation and assistance for these purposes as Client NHS may request provided that Client NHS agrees to meet CHKS's reasonable costs of doing so); and
- (e) promptly and without delay, notify Client NHS in writing of any actual, alleged, or potential unauthorised disclosure, loss, destruction, compromise, damage, alteration, or theft of Client NHS Personal Data (including unauthorised access to or use of Trust systems or data, improper handling or disposal of data, theft of information or technology assets, and/or the inadvertent or intentional disclosure of Client NHS Personal Data) or any incident which may give rise to a personal data breach (as such term is defined under the Data Protection Legislation).

5. CHKS shall nominate a representative within its organisation who shall have responsibility to respond to Client NHS queries regarding the processing of Personal Data and CHKS shall ensure that it responds to such queries promptly.

Where CHKS is subject to an obligation in relation to Client Personal Data or Client is granted a right in respect of CHKS, CHKS shall use reasonable endeavors to procure that its sub-contractors are subject to equivalent obligations and that Client NHS is granted the same right against the sub-contractors.

6. Types of Personal Data

- 6.1 The Personal Data processed concerns the following categories of data:

Full Name	Age
Date of Birth	Sex
Home/Mobile telephone number	Home address
Personal email address	Marital status
Spouse name	Hospital number

7. Category of Data Subjects

- 7.1 The Personal Data processed concerns the following categories of Data Subjects: Individuals who were patients of the Client.

8. Special categories of data (if appropriate)

- 8.1 The Personal Data processed concerns the following special categories of data:

- (a) Health data including medical records, weight and height, blood type etc.
- (b) Hospital Claim reference number

9. Subject Matter, Nature and Purpose of Processing

- 9.1 CHKS will process Personal Data as necessary to perform the Services pursuant to this Agreement and as further instructed by the Client in its use of the Services, in accordance with the terms of this Agreement.

10. Duration

- 10.1 CHKS will Process Personal Data for the duration of the Agreement.

Signed for and on behalf of Client

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signed for and on behalf of CHKS Limited

Signature: _____

Print Name: _____

Title: _____

Date: _____