

## VOLUNTEER VACCINATOR CONTRACT NOV 2022

**NHS TERMS AND CONDITIONS FOR PROVISION OF SERVICES (CONTRACT VERSION)**

<b>The Authority</b>	<b>NHS Commissioning Board, known as NHS England whose address is Skipton House, 80 London Road, London SE1 6LH</b>
<b>The Supplier</b>	<b>ST JOHN AMBULANCE a company registered in England and Wales under company number 3866129 whose registered office is at St John's Gate, Clerkenwell, London, EC1M 4DA (SJA)</b>

<b>Date</b>	<b>DATE ON SIGNATURE</b>
<b>Type of Services</b>	Deployment of Volunteers to support the delivery of the Flu & COVID-19 Vaccination Programme across England and hiring of Supplier owned Vehicles from which to provide temporary or roving vaccination support.

This Contract is made on the date set out above subject to the terms set out in the schedules listed below ("**Schedules**"). The Authority and the Supplier undertake to comply with the provisions of the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for the Services on the terms of this Contract.

The Definitions in Schedule 4 apply to the use of all capitalised terms in this Contract.

**Schedules**

<b>Schedule 1</b>	Key Provisions
<b>Schedule 2</b>	General Terms and Conditions
<b>Schedule 3</b>	Information and Data Provisions
<b>Schedule 4</b>	Definitions and Interpretations
<b>Schedule 5</b>	Specification and Tender Response Document

<b>Schedule 5A</b>	Mobile Treatment Centre Service (MTC)
<b>Schedule 5B</b>	Housebound Service (HBS)
<b>Schedule 6</b>	Commercial Schedule
<b>Schedule 7</b>	Staff Transfer
<b>Schedule Error! Reference source not found.8</b>	Expert Determination
<b>Schedule 9</b>	Authority Obligations

VOLUNTEER VACCINATOR CONTRACT NOV 2022

**Signed by the authorised representative of THE AUTHORITY:**

DocuSigned by:  


Full Name: 

Job Title/Role: 

Date Signed: 21 February 2023

**Signed by the authorised representative of THE SUPPLIER:**



Full Name: [Redacted]  
Job Title/Role: [Redacted]  
Date Signed: 12.01.23

**Schedule 1**

**Key Provisions**

**Standard Key Provisions**

**1 Application of the Key Provisions**

- 1.1 The standard Key Provisions at Clauses 1 to 7 of this Schedule 1 shall apply to this Contract.
- 1.2 The optional Key Provisions at Clauses 8 to 24 of this Schedule 1 shall only apply to this Contract where they have been checked and information completed as applicable.
- 1.3 Extra Key Provisions shall only apply to this Contract where such provisions are set out at the end of this Schedule 1.

**2 Term**

**2.1** This Contract shall commence on the Commencement Date and the Term of this Contract shall expire on 31 March 2023.

**3 Contract Managers**

- 3.1 The Contract Managers at the commencement of this Contract are:
  - 3.1.1 for the Authority:

[REDACTED]

3.1.2 for the Supplier:

[REDACTED]

**4 Names and addresses for notices**

4.1 Notices served under this Contract are to be delivered to:

4.1.1 for the Authority:

[REDACTED]

4.1.2 for the Supplier:

[REDACTED]

## 5 Management levels for escalation and dispute resolution

- 5.1 The management levels at which a Dispute may be dealt with as referred to as part of the Dispute Resolution Procedure are as follows:

Level	Authority representative	Supplier representative
1	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]

## 6 Order of precedence

- 6.1 Subject always to Clause 1.10 of Schedule 4, should there be a conflict between any other parts of this Contract the order of priority for construction purposes shall be:

6.1.1 the provisions on the front page of this NHS Contract for the Provision of Services (Contract Version);

6.1.2 Schedule 1: Key Provisions;

6.1.3 Schedule 5: Specification and Tender Response Document Schedule 5A and Schedule 5B in so far as they relate to the specific Services (but only in respect of the Authority's requirements);

6.1.4 Schedule 2: General Terms and Conditions;

6.1.5 Schedule 6: Commercial Schedule;

6.1.6 Schedule 3: Information Governance Provisions;

6.1.7 Schedule 7: Staff Transfer;

6.1.8 Schedule 4: Definitions and Interpretations;

6.1.9 the order in which all subsequent schedules, if any, appear; and

6.1.10 any other documentation forming part of the Contract in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict.

- 6.2 For the avoidance of doubt, the Specification and Tender Response Document shall include, without limitation, the Authority's requirements in the form of its specification and other statements and requirements, the Supplier's responses, proposals and/or method statements to meet those requirements, and any clarifications to the Supplier's

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responses, proposals and/or method statements as included as part of Schedule 5. Should there be a conflict between these parts of the Specification and Tender Response Document, the order of priority for construction purposes shall be (1) the Authority's requirements; (2) any clarification to the Supplier's responses, proposals and/or method statements, and (3) the Supplier's responses, proposals and/or method statements.

**7 Application of TUPE at the commencement of the provision of Services**

8 The Parties agree that at the commencement of the provision of Services by the Supplier, TUPE and the Cabinet Office Statement shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier and the provisions of Schedule 7 shall apply. **Implementation phase  (only applicable to the Contract if this box is checked and the Schedule inserted) NOT USED**

8.1 Prior to commencement of provision of the Services, there is an implementation phase and therefore all references in **Schedule 2** to the Implementation Plan shall apply and the Implementation Plan is set out in Schedule

**9 Services Commencement Date (where the Services are to start at a date after the Commencement Date)  (only applicable to the Contract if this box is checked and the dates are inserted in Clause 9.1 of this Schedule 1)**

9.1 The Services Commencement Date for all Services, including MTC Services and HBS Services, is 23 December 2022.

**10 Induction training for Services  (only applicable to the Contract if this box is checked)**

10.1 The Supplier shall ensure that all Deployable Volunteers complete the Authority's induction training. All Volunteers shall complete the Supplier co-ordinated training prior to the Actual Services Commencement Date (or immediately following the Services Commencement Date where this date is the date of this Contract) and all new Volunteers appointed throughout the Term shall also complete the training. The Supplier shall further ensure that all Deployable Volunteers complete any extra training that the Authority requires to its own staff to complete and notifies the Supplier in writing that it is appropriate for the Deployable Volunteers as set out in **Schedule 6**, or as amended from time to time.

**11 Quality assurance standards  (only applicable to the Contract if this box is checked and the standards are listed) NOT USED**

11.1 The following quality assurance standards shall apply, as appropriate, to the provision of the Services: **[insert standards]**.

**12 Different levels and/or types of insurance  (only applicable to the Contract if this box is checked and the table sets out the requirements)**

12.1 The Supplier shall put in place and maintain in force the following insurances with the following minimum cover per claim, and will ensure that each of the Lead Providers and Vehicle Hosts are noted as being covered as beneficiaries of each Policy:

<b>Type of insurance required</b>	<b>Minimum cover</b>
Employer's Liability	£5m per claim
Public Liability	£10m per claim
Professional Indemnity	£10m per claim
<b>Car Insurance</b> (appropriate for all Vehicles made available under the Contract)	£5m per claim

**13 Further Authority obligations  (only applicable to the Contract if this box is checked and the Schedule inserted)**

13.1 The Authority's Obligations are set out in Schedule 9.

**14 Assignment of Intellectual Property Rights in deliverables, materials and outputs of the Services  (only applicable to the Contract if this box is checked)**

14.1 The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to Clause 14 of this Schedule 1 and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. Clause 14 of this Schedule 1 shall continue notwithstanding the expiry or earlier termination of this Contract.

**15 Inclusion of a Change Control Process  (only applicable to the Contract if this box is checked and the Schedule inserted) NOT USED**

15.1 Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Clause 21.

**16 Authority step-in rights  (only applicable to the Contract if this box is checked and the Schedule inserted) NOT USED**

16.1 If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Schedule 2 .

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**17 Grant of lease or license  (only applicable to the Contract if this box is checked) NOT USED**

17.1 Promptly following execution of this Contract, the Supplier shall enter into the **[lease/license]**. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.

**18 Guarantee  (only applicable to the Contract if this box is checked) NOT USED**

18.1 Promptly following the execution of this Contract, the Supplier shall, if it has not already delivered an executed deed of guarantee to the Authority, deliver the executed deed of guarantee to the Authority as required by the procurement process followed by the Authority. Failure to comply with this Key Provision shall be an irremediable breach of this Contract.

**19 Data Protection Protocol  (only applicable to the Contract if this box is checked) NOT USED**

19.1 The Parties shall comply with their respective obligations under the Data Protection Protocol.

**20 Purchase Orders  (only applicable to the Contract if this box is checked)**

20.1 The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

**21 Monthly payment profile  (only applicable to the Contract if this box is checked)**

21.1 The payment profile for this Contract shall be monthly in arrears.

**22 Termination for convenience (only  applicable to the Contract if this box is checked and Clause 22.1 of this Schedule 1 is completed)**

22.1 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier at any time on one months' written notice. The Supplier acknowledges that the Authority does not guarantee any specific volume of activity through the Contract, nor any exclusivity of Services provided through the Contract and that the Authority will have similar contracts with similar service providers.

**23 Right to terminate following a specified number of material breaches  (only applicable to the Contract if this box is checked and Clause 23 of this Schedule 1 is completed) NOT USED**

24 **Expert Determination  (only applicable to the Contract if this box is checked) NOT USED**

24.1 Any Dispute between the Authority and the Supplier shall be dealt in accordance with the expert determination process as specified at Schedule 8.

24.2 For the avoidance of doubt, where Clause 24 of this Schedule 1 is checked, all Disputes shall be dealt in accordance with Clause 24.1 of this Schedule 1 above and the entirety of Clause 22 of Schedule 2 shall be deemed not to apply and deleted in its entirety from this Contract.

25 **COVID-19 related enhanced business continuity provisions  (only applicable to the Contract if this box is checked) NOT USED**

25.1 Subject to Clause 25.2 of this Schedule 1, the Supplier's Business Continuity Plan and, where required, its implementation must ensure the continuity of the provision of the Services under this Contract in all circumstances where there is a COVID-19 related Business Continuity Event and the text in Clause 6 of Schedule 2 to "use reasonable endeavours to" shall be deemed deleted for the purposes of any COVID-19 related Business Continuity Events. For the avoidance of doubt, to the extent that the Supplier fails to ensure such continuity, it shall be deemed not to have fulfilled its business continuity obligations pursuant to Clause 6 of Schedule 2.

25.2 To the extent only that the Supplier is prohibited from implementing its Business Continuity Plan (in full or part) due to any Laws or Guidance, it shall be relieved of its obligations under Clause 25.1 of this Schedule 1

## Schedule 2

### **General Terms and Conditions**

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## 1 **Provision of Services**

1.1 The Authority appoints the Supplier for itself and on behalf of the Lead Providers and the Supplier agrees to provide the Services to the Authority and the Lead Providers:

1.1.1 promptly and in any event within any time limits as may be set out in this Contract;

1.1.2 in accordance with all other provisions of this Contract;

1.1.3 with reasonable skill and care and in accordance with any quality assurance standards as set out in the Key Provisions and/or the Specification and Tender Response Document;

1.1.4 in accordance with the Law and with Guidance;

1.1.5 in accordance with Good Industry Practice;

1.1.6 in accordance with the Policies; and

1.1.7 in a professional and courteous manner.

1.2 In complying with its obligations under this Contract, the Supplier shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.

1.3 The Supplier shall take reasonable steps to provide the Services in a manner which is consistent with the principles of the Authority's carbon reduction plan in accordance with the requirements and timescales set out in the NHS Net Zero Supplier Roadmap (see Greener NHS »Suppliers ([england.nhs.uk](https://www.england.nhs.uk/greenernhs/get-involved/suppliers/)) (<https://www.england.nhs.uk/greenernhs/get-involved/suppliers/>)), as may be updated from time to time, and will be prepared to provide information to the Authority on the steps that it has taken.

1.4 The Supplier shall commence delivery of all Services, including the MTC Services and HBS Services, on the Services Commencement Date as appropriate.

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- 1.5 The Supplier shall comply fully with its obligations set out in the Specification and Tender Response Document with regards to the Services and the specifications in Schedule 5A and Schedule 5B with regards to the Vehicle Services, including without limitation the KPIs.
- 1.6 The Supplier shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services and the Vehicle Services are in place prior to the relevant Services Commencement Date and are maintained through the Term, and that all Drivers hold all necessary consents, licences and accreditation to drive and deliver the Vehicles as appropriate.
- 1.7 If the Services or Vehicle Services, or any part of them, are regulated by any regulatory body, the Supplier shall ensure that it has in place all relevant registrations and shall maintain such registrations during the Term. The Supplier shall notify the Authority forthwith in writing of any changes to such registration or any other matter relating to its registration that would affect the delivery or the quality of Services or Vehicle Services.
- 1.8 The Supplier shall notify the Authority forthwith in writing:
- 1.8.1 of any pending inspection of the Services, or any part of them, by a regulatory body immediately upon the Supplier becoming aware of such inspection; and
- 1.8.2 of any failure of the Services, or any part of them, to meet the quality standards required by a regulatory body, promptly and in any event within two (2) Business Days of the Supplier becoming aware of any such failure. This shall include without limitation any informal feedback received during or following an inspection raising concerns of any nature regarding the provision of the Services.
- 1.9 Following any inspection of the Services or Vehicle Services, or any part of them, by a regulatory body, the Supplier shall provide the Authority with a copy of any report or other communication published or provided by the relevant regulatory body in relation to the provision of the Services.
- 1.10 Upon receipt of notice pursuant to Clause 1.7 of this Schedule 2 or any report or communication pursuant to Clause 1.8 of this Schedule 2, the Authority shall be entitled to request further information from the Supplier and/or a meeting with the Supplier, and the Supplier shall cooperate fully with any such request.
- 1.11 Where applicable, the Supplier shall implement and comply with the Policies on reporting and responding to all incidents and accidents, including serious incidents requiring investigation, shall complete the Authority's incident and accident forms in accordance with the Policies and provide reasonable support and information as requested by the Authority to help the Authority deal with any incident or accident relevant to the Services or Vehicle Services as appropriate. The Supplier shall ensure that its Contract Manager informs the Authority's Contract Manager in writing forthwith upon (a) becoming aware that any serious incidents requiring investigation and/or notifiable accidents have occurred; or (b) the Supplier's Contract Manager having reasonable cause to believe any serious incidents and/or notifiable accidents requiring investigation have occurred. The Supplier shall ensure that its Contract Manager

informs the Authority's Contract Manager in writing within forty eight (48) hours of all other incidents and/or accidents that have or may have an impact on the Services or Vehicle Services.

1.10A Where any incident, accident or claim arises in connection with the provision of the Services, the Supplier will co-operate and liaise with the Lead Provider and of other NHS Third Party to whom a Deployable Volunteer was deployed, to support any investigation into the incident, accident or claim (including where appropriate conduct a joint investigation) and will fully cooperate and support the Lead Provider and/or NHS Third Party comply with the NHS Serious Incident Framework and their own internal incident reporting and review framework in respect of notifiable safety incidents.

1.10B Where any incident, accident or claim arises in connection with the provision of the Vehicle Services, the Supplier will co-operate and liaise with the Vehicle Host to support any investigation into the incident, accident or claim (including where appropriate conduct a joint investigation) and will fully cooperate and support the Vehicle Host comply with the Serious Incident Framework and their own internal incident reporting and review framework in respect of notifiable safety incidents.

1.10C The Supplier will ensure that it has appropriate provisions to enable Deployable Volunteers to have the freedom to speak up and identify safety issues or concerns.

1.12 NOT USED

1.13 The Supplier shall be relieved from its obligations under this Contract to the extent that it is prevented from complying with any such obligations due to any acts, omissions or defaults of the Authority. To qualify for such relief, the Supplier must notify the Authority promptly (and in any event within five (5) Business Days) in writing of the occurrence of such act, omission, or default of the Authority together with the potential impact on the Supplier's obligations.

## 2 **Premises, locations and access**

2.1 The Services and Vehicle Services shall be provided at such Authority premises and at such locations within those premises, as may be notified to the Supplier by the Authority from time to time. The Supplier acknowledges that the location of premises will vary as the Covid-19 Vaccination Programme is fully implemented ("**Premises and Locations**").

2.2 Subject to the Supplier and its Staff complying with all relevant Policies applicable to such Premises and Locations, the Authority shall grant reasonable access to the Deployable Volunteers to such Premises and Locations to enable the Supplier to provide the Services, and reasonable access to the Deployment Locations to enable the Supplier to deliver the Vehicle Services as appropriate.

2.3 Subject to Clause 2.4 of this , any **Schedule 2** access granted to the Supplier and its Staff under Clause 2.2 of this shall **Schedule 2** be non-exclusive and revocable. Such access shall not be deemed to create any greater rights or interest than so granted (to include, without limitation, any relationship of landlord and tenant) in the Premises and Locations. The Supplier warrants that it shall carry out all such reasonable further acts to give effect to this Clause 2.3 of this **Schedule 2**.

2.4 NOT USED.

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2.5 Where it is provided for by a specific mechanism set out in the Specification and Tender Response Document, the Authority may increase, reduce or otherwise vary the Premises and Locations in accordance with such mechanism subject to the provisions of any licence or lease entered into by the Parties as referred to at Clause 2.4 of this Schedule 2.

### 3 **Cooperation with third parties** 3.1

The Supplier acknowledges that:

3.1.1 this contract is entered into with the Authority, on its own behalf and on behalf of the Lead Providers, the Vehicle Hosts and all NHS Third Parties who shall benefit from the services of the Deployable Volunteers and the Vehicle Services;

3.1.2 each Driver shall ensure that they comply with any reasonable directions on instructions given by the Vehicle Host on delivery of the Vehicles; and

3.1.3 the Supplier, and each Deployable Volunteer, is required to cooperate and work alongside a number of other service providers to deliver the vaccination programme.

3.2 The Supplier shall, as reasonably required by the Authority, cooperate with the Lead Providers who are responsible for delivery of the Covid-19 Vaccination Programme in each local area, and any other third party engaged in delivery of any element of the Covid-19 Vaccination Programme.

3.3 The Supplier will co-operate fully and share information with each Lead Provider, NHS Third Party and Vehicle Host to ensure a consistently high standards of care and minimises operational risks to health and safety of individuals connected with the delivery of the Programme at all times. The Supplier will continually review and evaluate the Services and the Vehicle Services and must act on any such reviews, feedback, complaints, audit or patient safety incidents to implement any recommendations to ensure appropriate protection for patients and the NHS personnel delivering the Programme.

### 4 **Use of Authority and/or Lead Provider equipment**

4.1 Unless otherwise set out in the Specification and Tender Response Document or otherwise agreed by the Parties in writing, any equipment or other items provided by the Authority for use by the Supplier:

4.1.1 shall be provided at the Authority's and/or Lead Providers' sole discretion;

4.1.2 must be returned to the Authority and / or the Lead Provider within any agreed timescales for such return or otherwise upon the request of the Authority; and

4.1.3 shall be used by the Supplier at the Supplier's risk and the Supplier shall upon written request by the Authority reimburse the Authority for loss or damage

relating to such equipment or other items caused by the Supplier (fair wear and tear exempted).

5 **Staff and Life science Industry Accredited Credentialing Register**

5.1 Subject to the requirements of this Contract and any Law, the Supplier shall be entirely responsible for the engagement and conditions of service of Staff. The Supplier shall ensure that such conditions of employment are consistent with its obligations under this Contract.

5.2 The parties agree that the Volunteers, including any Drivers, shall be engaged on a purely voluntary basis, and that neither the Supplier nor the Lead Provider or any Vehicle Host, shall enter into a contract of employment or any other form of contract which shall ascribe to any Driver or Volunteer the status of "worker" or "employee" in connection with the delivery of the Services.

5.3 The Supplier shall be fully responsible for and shall indemnify the Authority, the Lead Provider(s), the Vehicle Hosts and any relevant NHS Third Party for and in respect of the following:

5.3.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by any Volunteer in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify the Authority the Lead Provider(s) and any relevant NHS Third Party against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by it or them in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

5.3.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any Volunteer against the Authority and/or any Lead Provider arising out of or in connection with the provision of the Services.

5.4 The Supplier will engage sufficient Staff to ensure that it complies with its obligations under this Contract. This will include, but not be limited to, the Supplier providing a sufficient reserve of trained and competent Staff to manage deployment of the Vehicles and supply the Services during Staff holidays or absence.

5.5 The Supplier shall use reasonable endeavours to ensure the continuity of all Staff in the provision of the Services and, where any member of Staff is designated as key to the provision of the Services as set out in the Specification and Tender Response Document or as otherwise agreed between the Parties in writing, any redeployment and/or replacement of such member of Staff by the Supplier shall be subject to the prior written approval of the Authority, such approval not to be unreasonably withheld or delayed.

5.6 The Supplier shall ensure that all Staff are aware of, and at all times comply with, the Policies.

5.7 The Supplier shall:

5.7.1 employ/engage only those Staff who are careful, skilled and experienced in the duties required of them;

5.7.2 ensure that every member of Staff is properly and sufficiently trained and instructed;

5.7.3 ensure all Staff have the qualifications to carry out their duties, and in particular that all Drivers hold a current UK Driving Licence necessary to drive the Vehicles;

5.7.4 maintain throughout the Term all appropriate licences and registrations with any relevant bodies (at the Supplier's expense) in respect of the Staff; and

5.7.5 ensure all Staff comply with such registration, continuing professional development and training requirements or recommendations appropriate to their role including those from time to time issued by the Department of Health or any relevant regulatory body or any industry body in relation to such Staff.

5.8 The Supplier shall not deploy in the provision of the Services or Vehicle Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially, place the health and safety of the Authority's staff, patients, service users or visitors at risk unless otherwise agreed in writing with the Authority.

5.9 The Supplier shall ensure that all potential Staff or persons performing any of the Services or Vehicle Services during the Term who may reasonably be expected in the course of performing any of the Services or Vehicle Services under this Contract to have access to or come into contact with children or other vulnerable persons and/or have access to or come into contact with persons receiving health care services:

5.9.1 are questioned concerning their Convictions; and

5.9.2 obtain appropriate disclosures from the Disclosure and Barring Service (or other appropriate body) as required by Law and/or the Policies before the Supplier engages the potential staff or persons in the provision of the Services.

5.10 The Supplier shall take all necessary steps to ensure that such potential staff or persons obtain standard and enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) and shall ensure all such disclosures are kept up to date. The obtaining of such disclosures shall be at the Supplier's cost and expense.

5.11 The Supplier shall ensure that no person is employed or otherwise engaged in the provision of the Services or any Vehicle Services without the Authority's prior written consent if:

5.11.1 the person has disclosed any Convictions upon being questioned about their Convictions in accordance with Clause 5.9.1 of this **Schedule 2**;

- 5.11.2 the person is found to have any Convictions following receipt of standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) in accordance with Clause 5.9.2 of this **Schedule 2**; or
- 5.11.3 the person fails to obtain standard and/or enhanced disclosures from the Disclosure and Barring Service (or other appropriate body) upon request by the Supplier in accordance with Clause 5.9.2 of this **Schedule 2**.
- 5.12 In addition to the requirements of Clause 5.8 to Clause 5.11 of this Schedule 2, where the Services or Vehicle Services are or include regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 the Supplier:
- 5.12.1 warrants that it shall comply with all requirements placed on it by the Safeguarding Vulnerable Groups Act 2006;
- 5.12.2 warrants that at all times it has and will have no reason to believe that any member of Staff is barred in accordance with the Safeguarding Vulnerable Groups Act 2006; and
- 5.12.3 shall ensure that no person is employed or otherwise engaged in the provision of the Services or Vehicle Services if that person is barred from carrying out, or whose previous conduct or records indicate that they would not be suitable to carry out, any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person.
- 5.13 The Supplier shall ensure that the Authority is kept advised at all times of any member of Staff who, subsequent to their commencement of employment as a member of Staff or engagement as a Volunteer or Driver receives a Conviction or whose previous Convictions become known to the Supplier or whose conduct or records indicate that they are not suitable to carry out any regulated activities as defined by the Safeguarding Vulnerable Groups Act 2006 or may present a risk to patients, service users or any other person. The Supplier shall only be entitled to continue to engage, employ or offer as a Deployable Volunteer or Driver such member of Staff with the Authority's written consent and with such safeguards being put in place as the Authority may reasonably request. Should the Authority withhold consent the Supplier shall remove such member of Staff from the provision of the Services or Vehicle Services forthwith.
- 5.14 The Supplier shall immediately provide to the Authority any information that the Authority reasonably requests to enable the Authority to satisfy itself that the obligations set out in Clause 5.9 to Clause 5.13 of this Schedule 2 have been met.
- 5.15 The Authority may at any time request that the Supplier remove and replace any member of Staff from the provision of the Services or Vehicle Services, provided always that the Authority will act reasonably in making such a request. Prior to making any such request the Authority shall raise with the Supplier the Authority's concerns regarding the member of Staff in question with the aim of seeking a mutually agreeable resolution. The Authority shall be under no obligation to have such prior discussion should the Authority have concerns regarding patient or service user safety.
- 5.16 Unless otherwise confirmed by the Authority in writing, the Supplier shall ensure full compliance (to include with any implementation timelines) with any Guidance issued NHS Terms and Conditions for the Provision of Services (Contract Version) August 2022)

by the Department of Health and Social Care and/or any requirements and/or Policies issued by the Authority (to include as may be set out as part of any procurement documents leading to the award of this Contract) in relation to the adoption of, and compliance with, any scheme or schemes to verify the credentials of Supplier representatives that visit NHS premises (to include use of the Lifescience Industry Accredited Credentialing Register). Once compliance with any notified implementation timelines has been achieved by the Supplier, the Supplier shall, during the Term, maintain the required level of compliance in accordance with any such Guidance, requirements and Policies.

## 6 **Business continuity**

6.1 The Supplier shall use reasonable endeavours to ensure its Business Continuity Plan operates effectively alongside the Authority's business continuity plan where relevant to the provision of the Services and Vehicle Services. The Supplier shall also ensure that its Business Continuity Plan complies on an ongoing basis with any specific business continuity requirements, as may be set out in the Specification and Tender Response Document.

6.2 Throughout the Term, the Supplier will ensure its Business Continuity Plan provides for continuity during a Business Continuity Event. The Supplier confirms and agrees such Business Continuity Plan details and will continue to detail robust arrangements that are reasonable and proportionate to:

6.2.1 the criticality of this Contract to the Authority and the disruption to the Programme in the event that the Vehicle Services are not delivered on time; and

6.2.2 the size and scope of the Supplier's business operations,

regarding continuity of the provision of the Services during and following a Business Continuity Event.

6.3 NOT USED

6.4 NOT USED

6.5 Should a Business Continuity Event occur at any time, the Supplier shall implement and comply with its Business Continuity Plan and provide regular written reports to the Authority on such implementation.

6.6 During and following a Business Continuity Event, the Supplier shall use reasonable endeavours to continue to provide the Services and Vehicle Services in accordance with this Contract.

6.7 The Supplier must ensure that its provision of any services with third parties, and the performance of its Subcontractors does not hinder or adversely affect its delivery of the Services or Vehicle Services or performance of this Contract.

## 7 **The Authority's obligations**

7.1 Subject to the Supplier providing the Services and Vehicle Services in accordance with this Contract, the Authority will pay the Supplier for the Services and Vehicle Services in accordance with Clause 9 of this Schedule 2. .

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7.2 The Authority shall, as appropriate, provide copies of or give the Supplier access to such of the Policies that are relevant to the provision of the Services.

7.3 The Authority shall comply with the Authority's Obligations, as may be referred to in the Key Provisions.

7.4 The Authority shall provide the Supplier with any reasonable and proportionate cooperation necessary to enable the Supplier to comply with its obligations under this Contract. The Supplier shall at all times provide reasonable advance written notification to the Authority of any such cooperation necessary in circumstances where such cooperation will require the Authority to plan for and/or allocate specific resources in order to provide such cooperation.

## 8 **Contract management**

8.1 Each Party shall appoint and retain a Contract Manager who shall be the primary point of contact for the other Party in relation to matters arising from this Contract. Should the Contract Manager be replaced, the Party replacing the Contract Manager shall promptly inform the other Party in writing of the name and contact details for the new Contract Manager. Any Contract Manager appointed shall be of sufficient seniority and experience to be able to make decisions on the day to day operation of the Contract. The Supplier confirms and agrees that it will be expected to work closely and cooperate fully with the Authority's Contract Manager.

8.2 Each Party shall ensure that its representatives (to include, without limitation, its Contract Manager) shall attend review meetings on a regular basis to review the performance of the Supplier under this Contract and to discuss matters arising generally under this Contract. Each Party shall ensure that those attending such meetings have the authority to make decisions regarding the day to day operation of the Contract. Review meetings shall take place at the frequency specified in the Specification and Tender Response Document. Should the Specification and Tender Response Document not state the frequency, then the first such meeting shall take place on a date to be agreed on or around the end of the first month after the Commencement Date. Subsequent meetings shall take place at monthly intervals or as may otherwise be agreed in writing between the Parties.

8.3 Two weeks prior to each review meeting (or at such time and frequency as may be specified in the Specification and Tender Response Document) the Supplier shall provide a written contract management report to the Authority regarding the provision of the Services and the operation of this Contract. Unless otherwise agreed by the Parties in writing, such contract management report shall contain:

8.3.1 details of the performance of the Supplier when assessed in accordance with the KPIs since the last such performance report;

8.3.2 details of any complaints from or on behalf of patients or other service users, their nature and the way in which the Supplier has responded to such complaints since the last review meeting written report;

8.3.3 the information specified in the Specification and Tender Response Document;

8.3.4 a status report in relation to the implementation of any current Remedial Proposals by either Party; and

8.3.5 such other information as reasonably required by the Authority.

8.4 Unless specified otherwise in the Specification and Tender Response Document, the Authority shall take minutes of each review meeting and shall circulate draft minutes to the Supplier within a reasonable time following such review meeting. The Supplier shall inform the Authority in writing of any suggested amendments to the minutes within five (5) Business Days of receipt of the draft minutes. If the Supplier does not respond to the Authority within such five (5) Business Days the minutes will be deemed to be approved. Where there are any differences in interpretation of the minutes, the Parties will use their reasonable endeavours to reach agreement. If agreement cannot be reached the matter shall be referred to, and resolved in accordance with, the Dispute Resolution Procedure.

8.5 The Supplier shall provide such management information as the Authority may request from time to time within seven (7) Business Days of the date of the request. The Supplier shall supply the management information to the Authority in such form as may be specified by the Authority and, where requested to do so, the Supplier shall also provide such management information to another Contracting Authority, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) ("**Third Party Body**"). The Supplier confirms and agrees that the Authority may itself provide the Third Party Body with management information relating to the Services purchased, any payments made under this Contract, and any other information relevant to the operation of this Contract.

8.6 Upon receipt of management information supplied by the Supplier to the Authority and/or the Third Party Body, or by the Authority to the Third Party Body, the Parties hereby consent to the Third Party Body and the Authority:

8.6.1 storing and analysing the management information and producing statistics; and

8.6.2 sharing the management information or any statistics produced using the management information with any other Contracting Authority.

8.7 If the Third Party Body and/or the Authority shares the management information or any other information provided under Clause 8.6 of this **Schedule 2**, any Contracting Authority receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Authority to such Contracting Authority, be informed of the confidential nature of that information by the Authority and shall be requested by the Authority not to disclose it to any body that is not a Contracting Authority (unless required to do so by Law).

8.8 The Authority may make changes to the type of management information which the Supplier is required to supply and shall give the Supplier at least one (1) month's written notice of any changes.

9 **Price and payment**

9.1 The Contract Price shall be calculated as set out in the Commercial Schedule.

9.2 Unless otherwise stated in the Commercial Schedule the Contract Price:

9.2.1 shall be payable from the Actual Services Commencement Date;

9.2.2 shall remain fixed during the Term;

9.2.3 is the entire price payable by the Authority to the Supplier in respect of the Services and includes, without limitation, any royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses, the cost of Staff and all appropriate taxes (excluding VAT), duties and tariffs and any expense arising from import and export administration;

9.2.4 is the entire price payable by the Authority to the Supplier in respect of the Vehicle Services, and includes without limitation any royalties, licence fees, special to vehicle supplies and consumables; vehicles maintenance and monthly deep clean; Vehicle operating costs including fuel, road duties, tolls and charges, licensing, road tax, emission zone charges and insurance; Vehicle deployment set up at each Deployment Location (including set up, cleaning, close-down ready for removal at end of deployment).

9.3 Unless stated otherwise in the Commercial Schedule:

9.3.1 where the Key Provisions confirm that the payment profile for this Contract is monthly in arrears, the Supplier shall invoice the Authority, within fourteen (14) days of the end of each calendar month, the Contract Price in respect Services provided in compliance with this Contract in the preceding calendar month;

9.3.2 where Clause 9.3.1 of this **Schedule 2** do not apply, the Supplier shall invoice the Authority for Services at any time following completion of the provision of the Services in compliance with this Contract.

Each invoice shall contain such information and be addressed to such individual as the Authority may inform the Supplier from time to time.

9.4 The Contract Price is exclusive of VAT, which, if properly chargeable, the Authority shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice. Such VAT invoices shall show the VAT calculations as a separate line item.

9.5 The Authority shall verify and pay each valid and undisputed invoice received in accordance with Clause 9.3 of this Schedule 2 within thirty (30) days of receipt of such invoice at the latest. However, the Authority shall use its reasonable endeavours to pay such undisputed invoices sooner in accordance with any applicable government prompt payment targets. If there is undue delay in verifying the invoice in accordance with this Clause 9.5 of this Schedule 2, the invoice shall be regarded as valid and undisputed for the purposes this Clause 9.5 after a reasonable time has passed.

9.6 Where the Authority raises a query with respect to an invoice the Parties shall liaise with each other and agree a resolution to such query within thirty (30) days of the query  
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being raised. If the Parties are unable to agree a resolution within thirty (30) days the query shall be referred to dispute resolution in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, the Authority shall not be in breach of any of any of its payment obligations under this Contract in relation to any queried or disputed

invoice sums unless the process referred to in this Clause 9.6 of this Schedule 2 has been followed and it has been determined that the queried or disputed invoice amount is properly due to the Supplier and the Authority has then failed to pay such sum within a reasonable period following such determination.

9.7 The Supplier shall pay to the Authority any service credits and/or other sums and/or deductions (to include, without limitation, deductions relating to a reduction in the Contract Price) that may become due in accordance with the provisions of the Specification and Tender Response Document. For the avoidance of doubt, the Authority may invoice the Supplier for such sums or deductions at any time in the event that they have not automatically been credited to the Authority in accordance with the provisions of the Specification and Tender Response Document. Such invoice shall be paid by the Supplier within 30 days of the date of such invoice.

9.8 The Authority reserves the right to set off:

9.8.1 any monies due to the Supplier from the Authority as against any monies due to the Authority from the Supplier under this Contract; and

9.8.2 any monies due to the Authority from the Supplier as against any monies due to the Supplier from the Authority under this Contract.

9.9 Where the Authority is entitled to receive any sums (including, without limitation, any costs, charges or expenses) from the Supplier under this Contract, the Authority may invoice the Supplier for such sums. Such invoices shall be paid by the Supplier within 30 days of the date of such invoice.

9.10 If a Party fails to pay any undisputed sum properly due to the other Party under this Contract, the Party due such sum shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

## 10 **Warranties**

10.1 The Supplier warrants and undertakes that:

10.1.1 it has, and shall ensure its Staff shall have , and shall maintain through the Term, all appropriate licences and registration with the relevant bodies to fulfil its obligations under this Contract;

10.1.2 the Pre-Engagement Pack and all information provided in respect of each Deployable Volunteer is accurate, complete and truthful in all respects to confirm the suitability of the Volunteer to undertake the role for which they have been put forward;

10.1.3 it has all rights, consents, authorisations, licences and accreditations required to provide the Services and the Vehicle Services and shall maintain such consents, authorisations, licences and accreditations throughout the Term;

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10.1.4 it has and shall maintain a properly documented system of quality controls and processes covering all aspects of its obligations under this Contract

and/or under Law and/or Guidance and shall at all times comply with such quality controls and processes;

10.1.5 it shall not make any significant changes to its system of quality controls and processes in relation to the Services without notifying the Authority in writing at least twenty one (21) days in advance of such change (such notice to include the details of the consequences which follow such change being implemented);

10.1.6 where any act of the Supplier requires the notification to and/or approval by any regulatory or other competent body in accordance with any Law and Guidance, the Supplier shall comply fully with such notification and/or approval requirements;

10.1.7 receipt of the Services by or on behalf of the Authority and use of the deliverables or of any other item or information supplied or made available to the Authority as part of the Services will not infringe any third party rights, to include without limitation any Intellectual Property Rights;

10.1.8 it will comply with all Law, Guidance, Policies and the Supplier Code of Conduct in so far as is relevant to the provision of the Services;

10.1.9 it will provide the Services using reasonable skill and care and in accordance with Good Industry Practice and shall fulfil all requirements of this Contract using appropriately skilled, trained and suitably experienced staff;

10.1.10 unless otherwise set out in the Specification and Tender Response Document and/or as otherwise agreed in writing by the Parties, it has and/or shall procure all resources, equipment, consumables and other items and facilities required to provide the Services;

10.1.11 without limitation to the generality of Clause 10.1.8 of this **Schedule 2**, it shall comply with all health and safety processes, requirements safeguards, controls, and training obligations in accordance with its own operational procedures, Law, Guidance, Policies, Good Industry Practice, the requirements of the Specification and Tender Response Document and any notices or instructions given to the Supplier by the Authority and/or any competent body, as relevant to the provision of the Services, Vehicle Services and the Supplier's access to the Premises and Locations in accordance with this Contract;

10.1.12 without prejudice to any specific notification requirements set out in this Contract, it will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the performance of the Services and Vehicle Services and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards;

10.1.13 any equipment it uses in the provision of the Services and Vehicle Services shall comply with all relevant Law and Guidance, be fit for its intended

purpose and maintained fully in accordance with the manufacturer's specification and shall remain the Supplier's risk and responsibility at all times;

- 10.1.14 unless otherwise confirmed by the Authority in writing (to include, without limitation, as part of the Specification), it will ensure that any products purchased by the Supplier partially or wholly for the purposes of providing the Services will comply with requirements five (5) to eight (8), as set out in Annex 1 of the Cabinet Office Procurement Policy Note - Implementing Article 6 of the Energy Efficiency Directive (Action Note 07/14 3rd June 2014), to the extent such requirements apply to the relevant products being purchased;
- 10.1.15 it shall use Good Industry Practice to ensure that any information and communications technology systems and/or related hardware and/or software it uses are free from corrupt data, viruses, worms and any other computer programs or code which might cause harm or disruption to the Authority's information and communications technology systems;
- 10.1.16 it shall: (i) comply with all relevant Law and Guidance and shall use Good Industry Practice to ensure that there is no slavery or human trafficking in its supply chains; and (ii) notify the Authority immediately if it becomes aware of any actual or suspected incidents of slavery or human trafficking in its supply chains;
- 10.1.17 it shall at all times conduct its business in a manner that is consistent with any anti-slavery Policy of the Authority and shall provide to the Authority any reports or other information that the Authority may request as evidence of the Supplier's compliance with this Clause 10 and/or as may be requested or otherwise required by the Authority in accordance with its anti-slavery Policy;
- 10.1.18 it will fully and promptly respond to all requests for information and/or requests for answers to questions regarding this Contract, the provision of the Services or any Vehicle Services, any complaints and any Disputes at the frequency, in the timeframes and in the format as requested by the Authority from time to time (acting reasonably);
- 10.1.19 all information included within the Supplier's responses to any documents issued by the Authority as part of the procurement relating to the award of this Contract (to include, without limitation, as referred to in the Specification and Tender Response Document and Commercial Schedule) and all accompanying materials is accurate;
- 10.1.20 it has the right and authority to enter into this Contract and that it has the capability and capacity to fulfil its obligations under this Contract;
- 10.1.21 it is a properly constituted entity and it is fully empowered by the terms of its constitutional documents to enter into and to carry out its obligations under this Contract and the documents referred to in this Contract;
- 10.1.22 all necessary actions to authorise the execution of and performance of its obligations under this Contract have been taken before such execution;

- 10.1.23 there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier;
  - 10.1.24 there are no material agreements existing to which the Supplier is a party which prevent the Supplier from entering into or complying with this Contract;
  - 10.1.25 it has and will continue to have the capacity, funding and cash flow to meet all its obligations under this Contract;
  - 10.1.26 it is the owner of, or has the right to hire, all Vehicles deployed as part of the Vehicle Services and has the right to hire the same to the Authority and the Vehicle Host in accordance with the terms of this Contract and that the Vehicles and all equipment within the Vehicles comply with the Law, and are fit for their intended purpose;
  - 10.1.27 all Vehicles have undergone and shall undergo all appropriate and required vehicle maintenance and servicing prior to deployment and shall be roadworthy at all times;
  - 10.1.28 it has provided all appropriate information to the Authority and/or to the Lead Provider and/or Vehicle Host as necessary as to any requirements for the Deployment Location;
  - 10.1.29 it shall organise delivery of the MTC and provision of the HBS Services in a manner which complies with all Laws and regulations checks);
  - 10.1.30 that all Vehicles will be compliant with road vehicle licensing requirements, and will comply in all respects with road traffic laws, bylaws or other similar legislation or requirements;
  - 10.1.31 that any consumable within the Vehicles are stored in accordance with manufacturer guidelines and useable in accordance with any shelf-life requirements; and
  - 10.1.32 it has satisfied itself as to the nature and extent of the risks assumed by it under this Contract and has gathered all information necessary to perform its obligations under this Contract and all other obligations assumed by it.
- 10.2 The Supplier warrants that all information, data and other records and documents required by the Authority as set out in the Specification shall be submitted to the Authority in the format and in accordance with any timescales set out in the Specification .
- 10.3 Without prejudice to the generality of Clause 10.2 of this **Schedule 2**, the Supplier acknowledges that a failure by the Supplier following the Actual Services Commencement Date to submit accurate invoices and other information on time to the Authority may result in the commissioner of health services, or other entity responsible for reimbursing costs to the Authority, delaying or failing to make relevant payments to the Authority. Accordingly, the Supplier warrants that, from the Actual Services Commencement Date, it shall submit accurate invoices and other information on time to the Authority.

10.4 The Supplier warrants and undertakes to the Authority that it shall comply with any eProcurement Guidance as it may apply to the Supplier and shall carry out all reasonable acts required of the Supplier to enable the Authority to comply with such eProcurement Guidance.

10.5 The Supplier warrants and undertakes to the Authority that, as at the Commencement Date, it has notified the Authority in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. If, at any point during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

10.5.1 notify the Authority in writing of such fact within five (5) Business Days of its occurrence; and

10.5.2 promptly provide to the Authority:

(i) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

10.6 The Supplier further warrants and undertakes to the Authority that it will inform the Authority in writing immediately upon becoming aware that any of the warranties set out in Clause 10 of this Schedule 2 have been breached or there is a risk that any warranties may be breached.

10.7 Any warranties provided under this Contract are both independent and cumulative and may be enforced independently or collectively at the sole discretion of the enforcing Party.

## 11 **Intellectual property**

11.1 The Supplier warrants and undertakes to the Authority that either it owns or is entitled to use and will continue to own or be entitled to use all Intellectual Property Rights used in the development and provision of the Services and/or necessary to give effect to the Services and/or to use any deliverables, matter or any other output supplied to the Authority as part of the Services.

11.2 Unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document, the Supplier hereby grants to the Authority, for the life of the use by the Authority of any specific COVID-19 Vaccination Programme of any deliverables, material or any other output supplied to the Authority in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt or enhance such items in the course of the Authority's normal business operations. For the avoidance of doubt, unless specified otherwise in the Key Provisions and/or in the Specification and Tender Response Document, the Authority shall have no rights to commercially exploit (e.g. by selling to third parties) any

deliverables, matter or any other output supplied to the Authority in any format as part of the Services.

## 12 **Indemnity**

12.1 The Supplier shall be liable to the Authority and any relevant NHS Third Party for, and shall indemnify and keep the Authority and any relevant NHS Third Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings in respect of:

12.1.1 any injury or allegation of injury to any person, including injury resulting in death;

12.1.2 any loss of or damage to property (whether real or personal);

12.1.3 any breach of Clause 10.1.7 and/or Clause 11 of this **Schedule 2**;

12.1.4 any material inaccuracy in the pre-engagement identification checks on Volunteers, or failure to provide any information reasonably requested on a Volunteer by a Lead Provider, or any relevant NHS Third Party;

12.1.5 any breach of section 15 and/or section 21 Immigration Asylum and Nationality Act 2006 (as amended), in respect of any member of Staff engaged in the provision of the Services; and/or

12.1.6 any failure by the Supplier to commence the delivery of the Services by the Services Commencement Date;

that arise or result from the Supplier's negligent acts or omissions or breach of contract in connection with the performance of this Contract including the provision of the Services, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the Authority.

12.2 Liability under Clauses 12.1.1, 12.1.3 and 17.13 of this Schedule 2 and Clause 2.6 of Schedule 3 shall be unlimited. Liability under Clauses 12.1.2 and 12.1.4 of this Schedule 2 shall be subject to the limitation of liability set out in Clause 13 of this Schedule 2.

12.3 In relation to all third party claims against the Authority and or a relevant NHS Third Party as applicable, which are the subject of any indemnity given by the Supplier under this Contract, the Authority shall use its reasonable endeavours, upon a written request from the Supplier, to transfer the conduct of such claims to the Supplier unless restricted from doing so. Such restrictions may include, without limitation, any restrictions:

12.3.1 relating to any legal, regulatory, governance, information governance, or confidentiality obligations on the Authority; and/or

12.3.2 relating to the Authority's or the relevant NHS Third Party's membership of any indemnity and/or risk pooling arrangements.

Such transfer shall be subject to the Parties agreeing appropriate terms for such conduct of the third party claim by the Supplier (to include, without limitation, the right of the Authority to be informed and consulted on the ongoing conduct of the claim following such transfer and any reasonable cooperation required by the Supplier from the Authority).

13 **Limitation of liability**

13.1 Nothing in this Contract shall exclude or restrict the liability of either Party:

13.1.1 for death or personal injury resulting from its negligence;

13.1.2 for fraud or fraudulent misrepresentation; or

13.1.3 in any other circumstances where liability may not be limited or excluded under any applicable law.

13.2 Subject to Clauses 12.2, 13.1, 13.3 and 13.5 of this Schedule 2, the total liability of each Party to the other under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise shall be limited in aggregate to the greater of: (a) five million GBP (£5,000,000); or (b) one hundred and twenty five percent (125%) of the total Contract Price paid or payable by the Authority to the Supplier for the Services.

13.3 There shall be no right to claim losses, damages and/or other costs and expenses under or in connection with this Contract whether arising in contract (to include, without limitation, under any relevant indemnity), tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or are in respect of indirect loss of any nature suffered or alleged. For the avoidance of doubt, without limitation, the Parties agree that for the purposes of this Contract the following costs, expenses and/or loss of income shall be direct recoverable losses (to include under any relevant indemnity) provided such costs, expenses and/or loss of income are properly evidenced by the claiming Party:

13.3.1 extra costs incurred purchasing replacement or alternative vehicles and/or services;

13.3.2 costs associated with advising, screening, testing, treating, retreating or otherwise providing healthcare to patients;

13.3.3 the costs of extra management time; and/or

13.3.4 loss of income due to an inability to provide health care services,

in each case to the extent to which such costs, expenses and/or loss of income arise or result from the other Party's breach of contract, negligent act or omission, breach of statutory duty, and/or other liability under or in connection with this Contract.

13.4 Each Party shall at all times take all reasonable steps to minimise and mitigate any loss for which that Party is entitled to bring a claim against the other pursuant to this Contract.

13.5 If the total Contract Price paid or payable by the Authority to the Supplier over the Term: NHS Terms and Conditions for the Provision of Services (Contract Version) August 2022)

13.5.1 is less than or equal to one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with one million pounds (£1,000,000);

13.5.2 is less than or equal to three million pounds (£3,000,000) but greater than one million pounds (£1,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with three million pounds (£3,000,000);

13.5.3 is equal to, exceeds or will exceed ten million pounds (£10,000,000), but is less than fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with ten million pounds (£10,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and fifteen percent (115%); and

13.5.4 is equal to, exceeds or will exceed fifty million pounds (£50,000,000), then the figure of five million pounds (£5,000,000) at Clause 13.2 of this Schedule 2 shall be replaced with fifty million pounds (£50,000,000) and the figure of one hundred and twenty five percent (125%) at Clause 13.2 of this Schedule 2 shall be deemed to have been deleted and replaced with one hundred and five percent (105%).

13.6 Clause 13 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

## 14 **Insurance**

14.1 Subject to Clauses 14.2 and 14.3 of this Schedule 2 and unless otherwise confirmed in writing by the Authority, as a minimum level of protection, the Supplier shall put in place and/or maintain in force at its own cost with a reputable commercial insurer, insurance arrangements in respect of employer's liability, public liability, product liability and professional indemnity in accordance with Good Industry Practice with the minimum aggregate cover per claim of the greater of ten million pounds (£10,000,000) or any sum as required by Law unless otherwise agreed with the Authority in writing. These requirements shall not apply to the extent that the Supplier is a member and maintains membership of each of the indemnity schemes run by the NHS Litigation Authority.

14.2 Without limitation to any insurance arrangements as required by Law, the Supplier shall put in place and/or maintain the different types and/or levels of indemnity arrangements explicitly required by the Authority, if specified in the Key Provisions.

14.3 Provided that the Supplier maintains all indemnity arrangements required by Law, the Supplier may self-insure in order to meet other relevant requirements referred to at Clauses 14.1 and 14.2 of this Schedule 2 on condition that such self-insurance arrangements offer the appropriate levels of protection and are approved by the Authority in writing prior to the Commencement Date.

14.4 The amount of any indemnity cover and/or self-insurance arrangements shall not relieve the Supplier of any liabilities under this Contract. It shall be the responsibility of the Supplier to determine the amount of indemnity and/or self-insurance cover that will be adequate to enable it to satisfy its potential liabilities under this Contract.

Accordingly, the Supplier shall be liable to make good any deficiency if the proceeds of any indemnity cover and/or self-insurance arrangement is insufficient to cover the settlement of any claim.

- 14.5 The Supplier warrants that it shall not take any action or fail to take any reasonable action or (in so far as it is reasonable and within its power) permit or allow others to take or fail to take any action, as a result of which its insurance cover may be rendered void, voidable, unenforceable, or be suspended or impaired in whole or in part, or which may otherwise render any sum paid out under such insurances repayable in whole or in part.
- 14.6 The Supplier shall from time to time and in any event within five (5) Business Days of written demand provide documentary evidence to the Authority that insurance arrangements taken out by the Supplier pursuant to Clause 14 of this **Schedule 2** and the Key Provisions are fully maintained and that any premiums on them and/or contributions in respect of them (if any) are fully paid.
- 14.7 Upon the expiry or earlier termination of this Contract, the Supplier shall ensure that any ongoing liability it has or may have arising out of this Contract shall continue to be the subject of appropriate indemnity arrangements for the period of twenty one (21) years from termination or expiry of this Contract or until such earlier date as that liability may reasonably be considered to have ceased to exist.

## 15 **Term and termination**

- 15.1 This Contract shall commence on the Commencement Date and, unless terminated earlier in accordance with the terms of this Contract or the general law, shall continue until the end of the Term.
- 15.2 The Authority shall be entitled to extend the Term on one or more occasions by giving the Supplier written notice prior to the date on which this Contract would otherwise have expired, provided that the duration of this Contract shall be no longer than the total term specified in the Key Provisions.
- 15.3 In the case of a breach of any of the terms of this Contract by either Party that is capable of remedy (including, without limitation any breach of any KPI and, subject to Clause 9.6 of this **Schedule 2**, any breach of any payment obligations under this Contract), the non-breaching Party may, without prejudice to its other rights and remedies under this Contract, issue a Breach Notice and shall allow the Party in breach the opportunity to remedy such breach in the first instance via a remedial proposal put forward by the Party in breach ("**Remedial Proposal**") before exercising any right to terminate this Contract in accordance with Clause 15.4(ii) of this **Schedule 2**. Such Remedial Proposal must be agreed with the non-breaching Party (such agreement not to be unreasonably withheld or delayed) and must be implemented by the Party in breach in accordance with the timescales referred to in the agreed Remedial Proposal. Once agreed, any changes to a Remedial Proposal must be approved by the Parties in writing. Any failure by the Party in breach to:
- 15.3.1 put forward and agree a Remedial Proposal with the non-breaching Party in relation to the relevant default or breach within a period of ten (10) Business Days (or such other period as the non-breaching Party may agree in writing) from written notification of the relevant default or breach from the non-breaching Party;

15.3.2 comply with such Remedial Proposal (including, without limitation, as to its timescales for implementation, which shall be thirty (30) days unless otherwise agreed between the Parties); and/or

15.3.3 remedy the default or breach notwithstanding the implementation of such Remedial Proposal in accordance with the agreed timescales for implementation,

shall be deemed, for the purposes of Clause 15.4(ii) of this **Schedule 2**, a material breach of this Contract by the Party in breach not remedied in accordance with an agreed Remedial Proposal.

15.4 Either Party may terminate this Contract by issuing a Termination Notice to the other Party if such other Party commits a material breach of any of the terms of this Contract which is:

- (i) not capable of remedy; or
- (ii) in the case of a breach capable of remedy, which is not remedied in accordance with a Remedial Proposal.

15.5 The Authority may terminate this Contract forthwith by issuing a Termination Notice to the Supplier if:

15.5.1 NOT USED;

15.5.2 the Supplier, or any third party guaranteeing the obligations of the Supplier under this Contract, ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Law to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;

15.5.3 the Supplier undergoes a change of control within the meaning of sections 450 and 451 of the Corporation Tax Act 2010 (other than for an intra-group change of control) without the prior written consent of the Authority and the Authority shall be entitled to withhold such consent if, in the reasonable opinion of the Authority, the proposed change of control will have a material impact on the performance of this Contract or the reputation of the Authority;

15.5.4 the Supplier purports to assign, Sub-contract, novate, create a trust in or otherwise transfer or dispose of this Contract in breach of Clause 28.1 of this **Schedule 2**;

- 15.5.5 the NHS Business Services Authority has notified the Authority that the Supplier or any Sub-contractor of the Supplier has, in the opinion of the NHS Business Services Authority, failed in any material respect to comply with its obligations in relation to the NHS Pension Scheme (including those under any Direction Letter) ;
- 15.5.6 pursuant to and in accordance with the Key Provisions and Clauses 15.6, 23.8; 25.2; 25.4 and 29.2 of this Schedule 2; or
- 15.5.7 the warranty given by the Supplier pursuant to Clause 10.5 of this Schedule 2 is materially untrue, the Supplier commits a material breach of its obligation to notify the Authority of any Occasion of Tax Non-Compliance as required by Clause 10.5 of this **Schedule 2**, or the Supplier fails to provide details of proposed mitigating factors as required by Clause 10.5 of this **Schedule 2** that in the reasonable opinion of the Authority are acceptable.

15.6 If the Authority, acting reasonably, has good cause to believe that there has been a material deterioration in the financial circumstances of the Supplier and/or any third party guaranteeing the obligations of the Supplier under this Contract and/or any material Sub-contractor of the Supplier when compared to any information provided to and/or assessed by the Authority as part of any procurement process or other due diligence leading to the award of this Contract to the Supplier or the entering into a Sub-contract by the Supplier, the following process shall apply:

- 15.6.1 the Authority may (but shall not be obliged to) give notice to the Supplier requesting adequate financial or other security and/or assurances for due performance of its material obligations under this Contract on such reasonable and proportionate terms as the Authority may require within a reasonable time period as specified in such notice;
- 15.6.2 a failure or refusal by the Supplier to provide the financial or other security and/or assurances requested in accordance with Clause 15.6 of this Schedule 2 in accordance with any reasonable timescales specified in any such notice issued by the Authority shall be deemed a breach of this Contract by the Supplier and shall be referred to and resolved in accordance with the Dispute Resolution Procedure; and
- 15.6.3 a failure to resolve such breach in accordance with such Dispute Resolution Procedure by the end of the escalation stage of such process shall entitle, but shall not compel, the Authority to terminate this Contract in accordance with Clause 15.4(i) of this **Schedule 2**.

In order that the Authority may act reasonably in exercising its discretion in accordance with Clause 15.6 of this Schedule 2, the Supplier shall provide the Authority with such reasonable and proportionate up-to-date financial or other information relating to the Supplier or any relevant third party entity upon request.

15.7 The Authority may terminate this Contract by issuing a Termination Notice to the Supplier where:

- 15.7.1 the Contract has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure;
  - 15.7.2 the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract; or
  - 15.7.3 there has been a failure by the Supplier and/or one of its Sub-contractors to comply with legal obligations in the fields of environmental, social or labour Law. Where the failure to comply with legal obligations in the fields of environmental, social or labour Law is a failure by one of the Supplier's Sub-contractors, the Authority may request the replacement of such Subcontractor and the Supplier shall comply with such request as an alternative to the Authority terminating this Contract under this Clause 15.7.4.
- 15.8 If the Authority novates this Contract to any body that is not a Contracting Authority, from the effective date of such novation, the rights of the Authority to terminate this Contract in accordance with Clause 15.5.2 to Clause 15.5.4 of this Schedule 2 shall be deemed mutual termination rights and the Supplier may terminate this Contract by issuing a Termination Notice to the entity assuming the position of the Authority if any of the circumstances referred to in such Clauses apply to the entity assuming the position of the Authority.
- 15.9 Within 1 month of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within three weeks of the Commencement Date. The Supplier shall cooperate and provide all assistance reasonably required by the Customer to ensure an orderly conclusion of the Services and to support the continued engagement of Volunteer Vaccinators to support other vaccination and health services

16 **Consequences of expiry or early termination of this Contract**

- 16.1 Upon expiry or earlier termination of this Contract, the Authority agrees to pay the Supplier for the Services and any Vehicle Services which have been completed by the Supplier in accordance with this Contract prior to expiry or earlier termination of this Contract.
- 16.2 Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:
- 16.2.1 the Supplier shall comply with its obligations under any agreed exit plan;
  - 16.2.2 all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services or Vehicle Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that:
    - (a) the content does not relate solely to this Contract;
    - (b) the Supplier is

required by Law and/or Guidance to keep copies; or (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and

16.2.3 any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

16.3 The Supplier shall retain all data relating to the provision of the Services and Vehicle Services that are not transferred or destroyed pursuant to Clause 16.2 of this Schedule 2 for the period set out in Clause 24.1 of this Schedule 2.

16.4 The Supplier shall cooperate fully with the Authority or, as the case may be, any replacement supplier during any re-procurement and handover period prior to and following the expiry or earlier termination of this Contract. This cooperation shall extend to providing access to all information relevant to the operation of this Contract, as reasonably required by the Authority to achieve a fair and transparent reprocurement and/or an effective transition without disruption to routine operational requirements.

16.5 Immediately upon expiry or earlier termination of this Contract any licence or lease entered into in accordance with the Key Provisions shall automatically terminate.

16.6 The expiry or earlier termination of this Contract for whatever reason shall not affect any rights or obligations of either Party which accrued prior to such expiry or earlier termination.

16.7 The expiry or earlier termination of this Contract shall not affect any obligations which expressly or by implication are intended to come into or continue in force on or after such expiry or earlier termination.

17 **Staff information and the application of TUPE at the end of the Contract**

17.1 The parties understand that at the expiry or earlier termination of the Contract it is unlikely that TUPE will apply to transfer any Staff or Supplier Personnel to the Authority and/or any Successor. Notwithstanding the understanding of the parties, the Supplier shall, within twenty eight (28) days of receiving a written request from the Authority and to the extent permitted by Law, supply to the Authority and keep updated all information required by the Authority as to the terms and conditions of employment and employment history of any Supplier Personnel (including all employee liability information identified in regulation 11 of TUPE) and the Supplier shall warrant such information is full, complete and accurate.

17.2 No later than twenty eight (28) days prior to the Subsequent Transfer Date, the Supplier shall or shall procure that any Sub-contractor shall provide a final list to the Successor and/or the Authority, as appropriate, containing the names of all the Subsequent Transferring Employees whom the Supplier or Sub-contractor expects will transfer to the Successor or the Authority and all employee liability information identified in regulation 11 of TUPE in relation to the Subsequent Transferring Employees.

17.3 If the Supplier shall, in the reasonable opinion of the Authority, deliberately not comply with its obligations under Clauses 17.1 and 17.2 of this Schedule 2, the Authority may withhold payment under Clause 9 of this **Schedule 2**.

17.4 The Supplier shall be liable to the Authority and any relevant NHS Third Party for, and shall indemnify and keep the Authority and any relevant NHS Third Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from any deficiency or inaccuracy in the information which the Supplier is required to provide under Clauses 17.1 and 17.2 of this **Schedule 2**.

17.5 Subject to Clauses 17.6 and 17.7 of this Schedule 2, during the period of nine (9) months preceding the expiry of this Contract or after notice of termination of this Contract has been served by either Party, the Supplier shall not, and shall procure that any Sub-contractor shall not, without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed:

17.5.1 make, propose or permit any material changes to the terms and conditions of employment or other arrangements of any of the Supplier Personnel;

17.5.2 increase or seek to increase the emoluments (excluding cost of living increases awarded in the ordinary course of business) payable to any of the Supplier Personnel;

17.5.3 replace any of the Supplier Personnel or increase the total number of employees providing the Services;

17.5.4 deploy any person other than the Supplier Personnel to perform the Services;

17.5.5 terminate or give notice to terminate the employment or arrangements of any of the Supplier Personnel;

17.5.6 increase the proportion of working time spent on the Services by any of the Supplier Personnel; or

17.5.7 introduce any new contractual term or customary practice concerning the making of any lump sum payment on the termination of employment of any of the Supplier Personnel.

17.6 Clause 17.5 of this Schedule 2 shall not prevent the Supplier or any Sub-contractor from taking any of the steps prohibited in that Clause in circumstances where the Supplier or Sub-contractor is required to take such a step pursuant to any changes in legislation or pursuant to a collective agreement in force at that time.

17.7 Where the obligations on the Supplier under Clause 17 of this **Schedule 2** are subject to the Data Protection Legislation, the Supplier will, and shall procure that any Subcontractor will, use its best endeavours to seek the consent of the Supplier Personnel to disclose any information covered under the Data Protection Legislation and utilise any other exemption or provision within the Data Protection Legislation which would allow such disclosure.

17.8 Having as appropriate gained permission from any Sub-contractor, the Supplier hereby permits the Authority to disclose information about the Supplier Personnel to any Interested Party provided that the Authority informs the Interested Party in writing of the confidential nature of the information.

- 17.9 The Parties agree that where a Successor or the Authority provides the Services or services which are fundamentally the same as the Services in the immediate or subsequent succession to the Supplier or Sub-contractor (in whole or in part) on expiry or early termination of this Contract (howsoever arising) TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions may apply in respect of the subsequent provision of the Services or services which are fundamentally the same as the Services.
- 17.10 If on the termination or at the end of the Contract TUPE does not apply, then all Employment Liabilities and any other liabilities in relation to the Supplier Personnel shall remain with the Supplier or Sub-contractor as appropriate. The Supplier will, and shall procure that any Sub-contractor shall, indemnify and keep indemnified the Authority and each Lead Provider in relation to any Employment Liabilities arising out of or in connection with any allegation or claim raised by any Supplier Personnel.
- 17.11 In accordance with TUPE, and any other policy or arrangement applicable, the Supplier shall, and will procure that any Sub-contractor shall, comply with its obligations to inform and consult with the appropriate representatives of any of its employees affected by the subsequent transfer of the Services or services which are fundamentally the same as the Services.
- 17.12 The Supplier will and shall procure that any Sub-contractor will on or before any Subsequent Transfer Date:
- 17.12.1 pay all wages, salaries and other benefits of the Subsequent Transferring Employees and discharge all other financial obligations (including reimbursement of any expenses and any contributions to retirement benefit schemes) in respect of the period between the Transfer Date and the Subsequent Transfer Date;
  - 17.12.2 account to the proper authority for all PAYE, tax deductions and national insurance contributions payable in respect of the Subsequent Transferring Employees in the period between the Transfer Date and the Subsequent Transfer Date;
  - 17.12.3 pay any Successor or the Authority, as appropriate, the amount which would be payable to each of the Subsequent Transferring Employees in lieu of accrued but untaken holiday entitlement as at the Subsequent Transfer Date;
  - 17.12.4 pay any Successor or the Authority, as appropriate, the amount which fairly reflects the progress of each of the Subsequent Transferring Employees towards achieving any commission, bonus, profit share or other incentive payment payable after the Subsequent Transfer Date wholly or partly in respect of a period prior to the Subsequent Transfer Date; and
  - 17.12.5 subject to any legal requirement, provide to the Successor or the Authority, as appropriate, all personnel records relating to the Subsequent Transferring Employees including, without prejudice to the generality of the foregoing, all records relating to national insurance, PAYE and income tax. The Supplier shall for itself and any Sub-contractor warrant that such records are accurate and up to date.

- 17.13 The Supplier will and shall procure that any Sub-contractor will indemnify and keep indemnified the Authority and any relevant NHS Third Party and/or a Successor in relation to any Employment Liabilities arising out of or in connection with any claim arising from:
- 17.13.1 the Supplier's or Sub-contractor's failure to perform and discharge its obligations under Clause 17.12 of this Schedule 2;
  - 17.13.2 any act or omission by the Supplier or Sub-contractor in respect of the Subsequent Transferring Employees occurring on or before the Subsequent Transfer Date;
  - 17.13.3 any allegation or claim by any person who is not a Subsequent Transferring Employee but who alleges that their employment should transfer or has transferred to the Successor or the Authority, as appropriate;
  - 17.13.4 any emoluments payable to a person employed or engaged by the Supplier or Sub-contractor (including without limitation all wages, accrued holiday pay, bonuses, commissions, PAYE, national insurance contributions, pension contributions and other contributions) payable in respect of any period on or before the Subsequent Transfer Date;
  - 17.13.5 any allegation or claim by any of the Subsequent Transferring Employees on the grounds that the Successor or Authority, as appropriate, has failed to continue a benefit provided by the Supplier or Sub-contractor as a term of such Subsequent Transferring Employee's contract as at the Subsequent Transfer Date where it was not reasonably practicable for the Successor or Authority, as appropriate, to provide an identical benefit but where the Successor or Authority, as appropriate, has provided (or offered to provide where such benefit is not accepted by the Subsequent Transferring Employee) an alternative benefit which, taken as a whole, is no less favourable to such Subsequent Transferring Employee; and
  - 17.13.6 any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, or in respect of an award of compensation under regulation 15 of TUPE except to the extent that the liability arises from the Successor's or Authority's failure to comply with regulation 13(4) of TUPE.
- 17.14 The Supplier will, or shall procure that any Sub-contractor will, on request by the Authority provide a written and legally binding indemnity in the same terms as set out in Clause 17.13 of this to any Successor in relation to any Employment Liabilities arising up to and including the Subsequent Transfer Date.
- 17.15 The Supplier will indemnify and keep indemnified the Authority and any relevant NHS Third Party and/or any Successor in respect of any Employment Liabilities arising from any act or omission of the Supplier or Sub-contractor in relation to any other Supplier Personnel who is not a Subsequent Transferring Employee arising during any period whether before, on or after the Subsequent Transfer Date.

18 **Complaints**

18.1 To the extent relevant to the Services, the Supplier shall have in place and operate a complaints procedure which complies with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulation 2009.

18.2 Each Party shall inform the other of all complaints from or on behalf of patients or other service users arising out of or in connection with the provision of the Services within twenty four (24) hours of receipt of each complaint and shall keep the other Party updated on the manner or resolution of any such complaints.

18.3 If the Supplier receive notice of any complaint in relation to the conduct, behaviours or services or any Volunteer it shall promptly notify the Lead Provider to whom the Volunteer is deployed.

18.4 The Supplier shall promptly and fully co-operate and engage with the Lead Provider, and NHS Third Party or the Vehicle Host to deal with any complaint, investigation or incident raised in connection with the Services or Vehicle Services to enable the prompt resolution of the issue, and will ensure that the Lead Provider, NHS Third Party or Vehicle Host (as appropriate) is able to liaise with any relevant insurance provider where appropriate.

19 **Modern slavery and environmental, social, and labour laws**

**Environmental, social and labour law requirements**

19.1 The Supplier shall comply in all material respects with applicable environmental and social and labour Law requirements in force from time to time in relation to the Services. Where the provisions of any such Law are implemented by the use of voluntary agreements, the Supplier shall comply with such agreements as if they were incorporated into English law subject to those voluntary agreements being cited in the Specification and Tender Response Document. Without prejudice to the generality of the foregoing, the Supplier shall:

19.1.1 comply with all Policies and/or procedures and requirements set out in the Specification and Tender Response Document in relation to any stated environmental and social and labour requirements, characteristics and impacts of the Services and the Supplier's supply chain;

19.1.2 maintain relevant policy statements documenting the Supplier's significant labour, social and environmental aspects as relevant to the Services being supplied and provided and as proportionate to the nature and scale of the Supplier's business operations; and

19.1.3 maintain plans and procedures that support the commitments made as part of the Supplier's significant labour, social and environmental policies, as referred to at Clause **19.1.2** of this **Schedule 2**.

***Modern slavery***

- 19.2 The Supplier shall, and shall procure that each of its Sub-contractors shall, comply with:
- 19.2.1 the Modern Slavery Act 2015 (“**Slavery Act**”); and
  - 19.2.2 the Authority’s anti-slavery policy as provided to the Supplier by the Authority from time to time (“**Anti-Slavery Policy**”).
- 19.3 The Supplier shall:
- 19.3.1 implement due diligence procedures for its Sub-contractors and other participants in its supply chains in accordance with Good Industry Practice with the aim of avoiding slavery or trafficking in its supply chains;
  - 19.3.2 respond promptly to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time and shall ensure that its responses to all such questionnaires are complete and accurate;
  - 19.3.3 upon request from the Authority, prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
  - 19.3.4 maintain a complete set of records to trace the supply chain of all goods and services purchased and/or supplied by the Supplier in connection with all contracts or framework agreements with the Authority;
  - 19.3.5 implement a system of training for its employees to ensure compliance with the Slavery Act; and
  - 19.3.6 ensure that any Sub-contracts contain anti-slavery provisions consistent with the Supplier’s obligations under this Clause 19.3 of this Schedule 2
- 19.4 The Supplier undertakes on an ongoing basis that:
- 19.4.1 it conducts its business in a manner consistent with all applicable Laws including the Slavery Act and all analogous legislation in place in any part of the world in which its supply chain operates;
  - 19.4.2 its responses to all slavery and trafficking due diligence questionnaires issued to it by the Authority from time to time are complete and accurate; and
  - 19.4.3 neither the Supplier nor any of its Sub-contractors, nor any other persons associated with it (including any Staff):

- (i) has been convicted of any offence involving slavery or trafficking;  
or
- (ii) has been, or is currently, the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body relating to any offence committed regarding slavery or trafficking,

not already notified to the Authority in writing in accordance with Clause 19.5 of this Schedule 2

19.5 The Supplier shall notify the Authority as soon as it becomes aware of:

19.5.1 any breach, or potential breach, of the Anti-Slavery Policy; or

19.5.2 any actual or suspected slavery or trafficking in its supply chain.

19.6 If the Supplier notifies the Authority pursuant to Clause 19.5 of this Schedule 2, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, premises, facilities, records and/or any other relevant documentation in accordance with this Contract.

19.7 If the Supplier is in breach of Clause 19.3 of this Schedule 2 or the undertaking at Clause 19.4 of this Schedule 2 in addition to its other rights and remedies provided under this Contract, the Authority may:

19.7.1 by written notice require the Supplier to remove from performance of any contract or framework agreement with the Authority (including this Contract) any Sub-contractor, Staff or other persons associated with it whose acts or omissions have caused the breach; or

19.7.2 terminate this Contract by issuing a Termination Notice to the Supplier.

#### ***Further corporate social responsibility requirements***

19.8 NOT USED

#### ***Provision of further information***

19.9 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of this Clause 19 of this Schedule 2. For the avoidance of doubt, the Authority may audit the Supplier's compliance with this Clause 19 of this Schedule 2 in accordance with Clause 24 of this Schedule 2

#### **20 Electronic product and services information**

20.1 Where requested by the Authority, the Supplier shall provide the Authority the Product Information and the Services Information in such manner and upon such media as

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agreed between the Supplier and the Authority from time to time for the sole use by the Authority.

20.2 The Supplier warrants that the Product Information and the Services Information is complete and accurate as at the date upon which it is delivered to the Authority and that the Product Information and the Services Information shall not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same in accordance with Clause 20 of this **Schedule 2**.

20.3 If the Product Information and/or the Services Information ceases to be complete and accurate, the Supplier shall promptly notify the Authority in writing of any modification or addition to or any inaccuracy or omission in the Product Information and/or the Services Information.

20.4 The Supplier grants the Authority a perpetual, non-exclusive, royalty free licence to use and exploit the Product Information and the Services Information and any Intellectual Property Rights in the Product Information and the Services Information for the purpose of illustrating the range of services (including, without limitation, the Services) available pursuant to the Authority's contracts from time to time. Subject to Clause **20.5** of this **Schedule 2**, no obligation to illustrate or advertise the Product Information or the Services Information is imposed on the Authority, as a consequence of the licence conferred by this Clause **20.4** of this **Schedule 2**.

20.5 The Authority may reproduce for its sole use the Product Information and the Services Information provided by the Supplier in the Authority's services catalogue from time to time which may be made available on any NHS communications networks in electronic format and/or made available on the Authority's external website and/or made available on other digital media from time to time.

20.6 Before any publication of the Product Information and the Services Information (electronic or otherwise) is made by the Authority, the Authority will submit a copy of the relevant sections of the Authority's product and/or services catalogue to the Supplier for approval, such approval not to be unreasonably withheld or delayed. For the avoidance of doubt the Supplier shall have no right to compel the Authority to exhibit the Product Information and/or the Services Information in any service catalogue as a result of the approval given by it pursuant to this Clause 20.6 of this **Schedule 2** or otherwise under the terms of this Contract.

20.7 If requested in writing by the Authority, and to the extent not already agreed as part of the Specification and Tender Response Document, the Supplier and the Authority shall discuss and seek to agree in good faith arrangements to use any Electronic Trading System.

## 21 **Change management**

21.1 The Supplier acknowledges to the Authority that the Authority's requirements for the Services and the Vehicle Services may change during the Term and the Supplier shall not unreasonably withhold or delay its consent to any reasonable variation or addition to the Specification and Tender Response Document (in respect of the Services) or Schedule 5A or 5B (in respect of the Vehicle Services), as may be requested by the Authority from time to time.

21.2 Subject to Clause 21.3 of this Schedule 2, any change to the Services or other variation to this Contract shall only be binding once it has been agreed in writing and signed by an authorised representative of both Parties.

21.3 The Supplier acknowledges that the Authority will need to make changes to the Programme to accommodate specific requirements in the vaccine delivery models, comply with clinical and regulatory requirements and to accommodate changes in the strategy to ensure an effective programme. The Authority may make changes to the vaccination sites and Deployment Locations, Lead Providers and Vehicle Hosts and other NHS Third Parties, the roles and responsibilities of participants in the Programme, training requirements and the shift patterns and availability at any time on giving notice. The Authority will not implement changes to the responsibility to provide PPE, the KPI the rate applicable to each completed volunteer shift or the Reporting/Management Information Requirements without the prior agreement of the Supplier, which shall not be unreasonably withheld or delayed. The Authority may make other changes to the Services or requirements on giving reasonable notice, providing that where such a change will have a direct and material impact on the ability of the Supplier to procure volunteers or supporting the Deployable Volunteers, the Supplier shall notify the Authority in writing, and the parties shall agree the extent of any such change to balance the operational needs, priorities and constraints of both parties.

21.4 The Supplier shall neither be relieved of its obligations to provide the Services in accordance with the terms and conditions of this Contract nor be entitled to an increase in the Contract Price as the result of:

21.4.1 a General Change in Law; or

21.4.2 a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.

## 22 **Dispute resolution**

22.1 During any Dispute, including a Dispute as to the validity of this Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).

22.2 In the case of a Dispute arising out of or in connection with this Contract the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and follow the procedure set out in Clause 22.3 of this Schedule 2 as the first stage in the Dispute Resolution Procedure.

22.3 If any Dispute arises out of the Contract either Party may serve a notice on the other Party to commence formal resolution of the Dispute. The Parties shall first seek to resolve the Dispute by escalation in accordance with the management levels as set out in Clause 5 of the Key Provisions. Respective representatives at each level, as set out in Clause 5 of the Key Provisions, shall have five (5) Business Days at each level

during which they will use their reasonable endeavours to resolve the Dispute before escalating the matter to the next level until all levels have been exhausted. Level 1 will

commence on the date of service of the Dispute Notice. The final level of the escalation process shall be deemed exhausted on the expiry of five (5) Business Days following escalation to that level unless otherwise agreed by the Parties in writing.

22.4 If the procedure set out in Clause 22.3 of this Schedule 2 above has been exhausted and fails to resolve such Dispute, as part of the Dispute Resolution Procedure, the Parties will attempt to settle it by mediation. The Parties shall, acting reasonably, attempt to agree upon a mediator. In the event that the Parties fail to agree a mediator within five (5) Business Days following the exhaustion of all levels of the escalation procedure at Clause 22.3 of this Schedule 2, the mediator shall be nominated and confirmed by the Centre for Effective Dispute Resolution, London.

22.5 The mediation shall commence within twenty eight (28) days of the confirmation of the mediator in accordance with Clause 22.5 of this Schedule 2 or at such other time as may be agreed by the Parties in writing. Neither Party will terminate such mediation process until each Party has made its opening presentation and the mediator has met each Party separately for at least one hour or one Party has failed to participate in the mediation process. After this time, either Party may terminate the mediation process by notification to the other Party (such notification may be verbal provided that it is followed up by written confirmation). The Authority and the Supplier will cooperate with any person appointed as mediator providing them with such information and other assistance as they shall require and will pay their costs, as they shall determine, or in the absence of such determination such costs will be shared equally.

22.6 Nothing in this Contract shall prevent:

22.6.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services;  
or

22.6.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party or that relates to the safety of patients and other service users or the security of Confidential Information, pending resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.

22.7 Clause 22 of this Schedule 2 shall survive the expiry of or earlier termination of this Contract for any reason.

## 23 **Force majeure**

23.1 Subject to Clause 23.2 of this Schedule 2 neither Party shall be liable to the other for any failure to perform all or any of its obligations under this Contract nor liable to the other Party for any loss or damage arising out of the failure to perform its obligations to the extent only that such performance is rendered impossible by a Force Majeure Event.

23.2 The Supplier shall only be entitled to rely on a Force Majeure Event and the relief set out in Clause 23 of this Schedule 2 and will not be considered to be in default or liable for breach of any obligations under this Contract if:

23.2.1 the Supplier has fulfilled its obligations pursuant to Clause 6 of this Schedule 2;

23.2.2 the Force Majeure Event does not arise directly or indirectly as a result of any wilful or negligent act or default of the Supplier; and

23.2.3 the Supplier has complied with the procedural requirements set out in Clause 23 of this **Schedule 2**.

23.3 Where a Party is (or claims to be) affected by a Force Majeure Event it shall use reasonable endeavours to mitigate the consequences of such a Force Majeure Event upon the performance of its obligations under this Contract, and to resume the performance of its obligations affected by the Force Majeure Event as soon as practicable.

23.4 Where the Force Majeure Event affects the Supplier's ability to perform part of its obligations under the Contract the Supplier shall fulfil all such contractual obligations that are not so affected and shall not be relieved from its liability to do so.

23.5 If either Party is prevented or delayed in the performance of its obligations under this Contract by a Force Majeure Event, that Party shall as soon as reasonably practicable serve notice in writing on the other Party specifying the nature and extent of the circumstances giving rise to its failure to perform or any anticipated delay in performance of its obligations.

23.6 Subject to service of such notice, the Party affected by such circumstances shall have no liability for its failure to perform or for any delay in performance of its obligations affected by the Force Majeure Event only for so long as such circumstances continue and for such time after they cease as is necessary for that Party, using its best endeavours, to recommence its affected operations in order for it to perform its obligations.

23.7 The Party claiming relief shall notify the other in writing as soon as the consequences of the Force Majeure Event have ceased and of when performance of its affected obligations can be resumed.

23.8 If the Supplier is prevented from performance of its obligations as a result of a Force Majeure Event, the Authority may at any time, if the Force Majeure Event subsists for thirty (30) days or more, terminate this Contract by issuing a Termination Notice to the Supplier.

23.9 Following such termination in accordance with Clause 23.8 of this Schedule 2 and subject to Clause 23.10 of this Schedule 2, neither Party shall have any liability to the other.

23.10 Any rights and liabilities of either Party which have accrued prior to such termination in accordance with Clause 23.8 of this Schedule 2 shall continue in full force and effect unless otherwise specified in this Contract.

## 24 **Records retention and right of audit**

24.1 Subject to any statutory requirement and Clause 24.2 of this Schedule 2, the Supplier shall keep secure and maintain for the Term and six (6) years afterwards, or such longer period as may be agreed between the Parties, full and accurate records of all matters relating to this Contract (including and in connection with or in respect of any identification and verifications part of the Pre-Engagement Packs and any information provided to a Lead Provider to confirm suitability of Volunteers).

24.2 Where any records could be relevant to a claim for personal injury such records shall be kept secure and maintained for a period of twenty one (21) years from the date of expiry or earlier termination of this Contract.

24.3 The Authority (and in connection with or in respect of the information on Volunteers, each Lead Provider) shall have the right to audit the Supplier's compliance with this Contract. The Supplier shall permit or procure permission for the Authority or its authorised representative during normal business hours having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records reasonably required to audit the Supplier's compliance with its obligations under this Contract.

24.4 Should the Supplier Sub-contract any of its obligations under this Contract, the Authority shall have the right to audit and inspect such third party. The Supplier shall procure permission for the Authority or its authorised representative during normal business hours no more than once in any twelve (12) months, having given advance written notice of no less than five (5) Business Days, access to any premises and facilities, books and records used in the performance of the Supplier's obligations under this Contract that are Sub-contracted to such third party. The Supplier shall cooperate with such audit and inspection and accompany the Authority or its authorised representative if requested.

24.5 The Supplier shall grant to the Authority or its authorised representative, such access to those records as they may reasonably require in order to check the Supplier's compliance with this Contract for the purposes of:

24.5.1 the examination and certification of the Authority's accounts; or

24.5.2 any examination pursuant to section 6(1) of the National Audit Act 1983 of the economic efficiency and effectiveness with which the Authority has used its resources.

24.6 The Comptroller and Auditor General may examine such documents as they may reasonably require which are owned, held or otherwise within the control of the Supplier and may require the Supplier to provide such oral and/or written explanations as they consider necessary. Clause 24 of this **Schedule 2** does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Supplier under sections 6(3)(d) and 6(5) of the National Audit Act 1983.

24.7 The Supplier shall provide reasonable cooperation to the Authority, its representatives and any regulatory body in relation to any audit, review, investigation or enquiry carried out in relation to the subject matter of this Contract.

24.8 The Supplier shall provide all reasonable information as may be reasonably requested by the Authority to evidence the Supplier's compliance with the requirements of this Contract.

## 25 **Conflicts of interest and the prevention of fraud**

25.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of

this Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.

25.2 The Authority reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this Clause 25.2 of this **Schedule 2** shall not prejudice or affect any right of action or remedy which shall have accrued or shall subsequently accrue to the Authority.

25.3 The Supplier shall take all reasonable steps to prevent Fraud by Staff and the Supplier (including its owners, members and directors). The Supplier shall notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

25.4 If the Supplier or its Staff commits Fraud the Authority may terminate this Contract and recover from the Supplier the amount of any direct loss suffered by the Authority resulting from the termination. 26 **Equality and human rights**

26.1 The Supplier shall:

26.1.1 ensure that (a) it does not, whether as employer, or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer, or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;

26.1.2 in the management of its affairs and the development of its equality and diversity policies, cooperate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and

26.1.3 the Supplier shall impose on all its Sub-contractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this **Schedule 2**.

26.2 The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this **Schedule 2**.

## 27 **Notice**

27.1 Subject to Clause 22.5 of Schedule 2, any notice required to be given by either Party under this Contract shall be in writing quoting the date of the Contract and shall be delivered by hand or sent by prepaid first class recorded delivery or by email to the person referred to in the Key Provisions or such other person as one Party may inform the other Party in writing from time to time.

27.2 A notice shall be treated as having been received:

27.2.1 if delivered by hand within normal business hours when so delivered or, if delivered by hand outside normal business hours, at the next start of normal business hours; or

27.2.2 if sent by first class recorded delivery mail on a normal Business Day, at 9.00 am on the second Business Day subsequent to the day of posting, or, if the notice was not posted on a Business Day, at 9.00 am on the third Business Day subsequent to the day of posting; or

27.2.3 if sent by email, if sent within normal business hours when so sent or, if sent outside normal business hours, at the next start of normal business hours provided the sender has either received an electronic confirmation of delivery or has telephoned the recipient to inform the recipient that the email has been sent.

28 **Assignment, novation and Sub-contracting**

28.1 This Contract is personal to the Supplier, who acknowledges that it cannot assign, novate or subcontract this Contract without prior written consent from the Authority.

29 **Prohibited Acts**

29.1 The Supplier warrants and represents that:

29.1.1 it has not committed any offence under the Bribery Act 2010 or done any of the following ("**Prohibited Acts**"):

- (i) offered, given or agreed to give any officer or employee of the Authority any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining or performance of this or any other agreement with the Authority or for showing or not showing favour or disfavour to any person in relation to this or any other agreement with the Authority; or
- (ii) in connection with this Contract paid or agreed to pay any commission other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to the Authority; and

29.1.2 it has in place adequate procedures to prevent bribery and corruption, as contemplated by section 7 of the Bribery Act 2010.

29.2 If the Supplier or its Staff (or anyone acting on its or their behalf) has done or does any of the Prohibited Acts or has committed or commits any offence under the Bribery Act 2010 with or without the knowledge of the Supplier in relation to this or any other agreement with the Authority:

29.2.1 the Authority shall be entitled:

- (i) to terminate this Contract and recover from the Supplier the amount of any loss resulting from the termination;

- (ii) to recover from the Supplier the amount or value of any gift, consideration or commission concerned; and
- (iii) to recover from the Supplier any other loss or expense sustained in consequence of the carrying out of the Prohibited Act or the commission of the offence under the Bribery Act 2010;

29.2.2 any termination under Clause 29.2.1 of this **Schedule 2** shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the Authority; and

29.2.3 notwithstanding the Dispute Resolution Procedure, any Dispute relating to:

- (i) the interpretation of Clause 29 of this Schedule 2; or (ii) the

amount or value of any gift, consideration or commission,

shall be determined by the Authority, acting reasonably, and the decision shall be final and conclusive.

### 30 **General**

30.1 Each of the Parties is independent of the other and nothing contained in this Contract shall be construed to imply that there is any relationship between the Parties of partnership or of principal/agent or of employer/employee nor are the Parties hereby engaging in a joint venture and accordingly neither of the Parties shall have any right or authority to act on behalf of the other nor to bind the other by agreement or otherwise, unless expressly permitted by the terms of this Contract.

30.2 Failure or delay by either Party to exercise an option or right conferred by this Contract shall not of itself constitute a waiver of such option or right.

30.3 The delay or failure by either Party to insist upon the strict performance of any provision, term or condition of this Contract or to exercise any right or remedy consequent upon such breach shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.

30.4 Any provision of this Contract which is held to be invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions of this Contract and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

30.5 Each Party acknowledges and agrees that it has not relied on any representation, warranty or undertaking (whether written or oral) in relation to the subject matter of this Contract and therefore irrevocably and unconditionally waives any rights it may have to claim damages against the other Party for any misrepresentation or undertaking (whether made carelessly or not) or for breach of any warranty unless the representation, undertaking or warranty relied upon is set out in this Contract or unless such representation, undertaking or warranty was made fraudulently.

30.6 Each Party shall bear its own expenses in relation to the preparation and execution of this Contract including all costs, legal fees and other expenses so incurred.

- 30.7 The rights and remedies provided in this Contract are independent, cumulative and not exclusive of any rights or remedies provided by general law, any rights or remedies provided elsewhere under this Contract or by any other contract or document. In this Clause 30.7 of this **Schedule 2**, right includes any power, privilege, remedy, or proprietary or security interest.
- 30.8 Unless otherwise expressly stated in this Contract, a person who is not a party to this Contract shall have no right to enforce any terms of it which confer a benefit on such person except that an NHS Third Party, a Successor and/or a Third Party may directly enforce any indemnities or other rights provided to it under this Contract. No such person shall be entitled to object to or be required to consent to any amendment to the provisions of this Contract.
- 30.9 This Contract, any variation in writing signed by an authorised representative of each Party and any document referred to (explicitly or by implication) in this Contract or any variation to this Contract, contain the entire understanding between the Supplier and the Authority relating to the provision of the Services to the exclusion of all previous agreements, confirmations and understandings and there are no promises, terms, conditions or obligations whether oral or written, express or implied other than those contained or referred to in this Contract. Nothing in this Contract seeks to exclude either Party's liability for Fraud. Any tender conditions and/or disclaimers set out in the Authority's procurement documentation leading to the award of this Contract shall form part of this Contract.
- 30.10 This Contract, and any Dispute or claim arising out of or in connection with it or its subject matter (including any non-contractual claims), shall be governed by, and construed in accordance with, the laws of England and Wales.
- 30.11 Subject to Clause 22 of this **Schedule 2**, the Parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter.
- 30.12 All written and oral communications and all written material referred to under this Contract shall be in English.

### **Schedule 3**

#### **Information and Data Provisions**

##### **1 Confidentiality**

1.1 In respect of any Confidential Information it may receive directly or indirectly from the other Party (or in the case of the Supplier, received from a Lead Provider, NHS Third Party or Vehicle Host as appropriate) ("**Discloser**") and subject always to the remainder of Clause **1** of this Schedule 3, each Party ("**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party without the Discloser's prior written consent provided that:

- 1.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the Commencement Date;

1.1.2 the provisions of Clause **1** of this Schedule 3 shall not apply to any Confidential Information:

- (i) which is in or enters the public domain other than by breach of this Contract or other act or omissions of the Recipient;
- (ii) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- (iii) which is authorised for disclosure by the prior written consent of the Discloser;
- (iv) which the Recipient can demonstrate was in its possession without any obligation of confidentiality prior to receipt of the Confidential Information from the Discloser; or
- (v) which the Recipient is required to disclose purely to the extent to comply with the requirements of any relevant stock exchange.

1.2 Nothing in Clause **1** of this Schedule 3 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the Freedom of Information Act 2000 ("**FOIA**"), Codes of Practice on Access to Government Information, on the Discharge of Public Authorities' Functions or on the Management of Records ("**Codes of Practice**") or the Environmental Information Regulations 2004 ("**Environmental Regulations**").

1.3 The Authority may disclose the Supplier's Confidential Information:

- 1.3.1 on a confidential basis, to any Contracting Authority (the Parties agree that all Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority);
- 1.3.2 on a confidential basis, to any consultant, contractor or other person engaged by the Authority and/or the Contracting Authority receiving such information;
- 1.3.3 to any relevant party for the purpose of the examination and certification of the Authority's accounts;
- 1.3.4 to any relevant party for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- 1.3.5 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirements;
- 1.3.6 on a confidential basis to a proposed successor body in connection with any proposed or actual, assignment, novation or other disposal of rights, obligations, liabilities or property in connection with this Contract; or

- 1.3.7 on a confidential basis to any relevant NHS Third Party solely and to the extent required to enforce their rights under the relevant indemnities in this Contract or in connection with any claims under the insurance policies of the Supplier;

and for the purposes of this Contract, references to disclosure "on a confidential basis" shall mean the Authority making clear the confidential nature of such information and that it must not be further disclosed except in accordance with Law or this Clause 1.3 of this Schedule 3.

1.3A A Lead Provider, NHS Third Party or Vehicle Host, as appropriate, may disclose the Supplier's Confidential information to (i) any third party to the extent necessary to protect or enforce its rights under the relevant indemnities in this Contract or in connection with any claims under the insurance policies of the Supplier; and (ii) any third party in connection with an investigation into any issue, incident or accident.

- 1.4 The Supplier may only disclose the Authority's Confidential Information, and any other information provided to the Supplier by the Authority in relation to this Contract, to the Supplier's Staff or professional advisors who are directly involved in the performance of or advising on the Supplier's obligations under this Contract. The Supplier shall ensure that such Staff or professional advisors are aware of and shall comply with the obligations in Clause 1 of this Schedule 3 as to confidentiality and that all information, including Confidential Information, is held securely, protected against unauthorised use or loss and, at the Authority's written discretion, destroyed securely or returned to the Authority when it is no longer required. The Supplier shall not, and shall ensure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of performing the Supplier's obligations in this Contract.

- 1.5 For the avoidance of doubt, save as required by Law or as otherwise set out in this Schedule 3, the Supplier shall not, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed), announce that it has entered into this Contract and/or that it has been appointed as a Supplier to the Authority and/or make any other announcements about this Contract.

- 1.6 Clause 1 of this Schedule 3 shall remain in force:

- 1.6.1 without limit in time in respect of Confidential Information which comprises Personal Data or which relates to national security; and
- 1.6.2 for all other Confidential Information for a period of three (3) years after the expiry or earlier termination of this Contract unless otherwise agreed in writing by the Parties.

## 2 **Data protection**

- 2.1 The Parties acknowledge their respective duties under Data Protection Legislation and shall give each other all reasonable assistance as appropriate or necessary to enable each other to comply with those duties. For the avoidance of doubt, the Supplier shall take reasonable steps to ensure it is familiar with the Data Protection Legislation and

any obligations it may have under such Data Protection Legislation and shall comply with such obligations.

2.2 The Parties acknowledge that they are each acting as a Controller in respect of Personal Data Processed in connection with this Contract, and that each Lead Provider and other NHS Third Party is also acting as a Controller to the extent that personal data relating to a Deployable Volunteer is processed in connection with this Contract.

2.3 The Supplier and the Authority shall ensure that patient data Personal Data is safeguarded at all times in accordance with the Law, and this obligation will include (if transferred electronically) only transferring patient data Personal Data (a) if essential, having regard to the purpose for which the transfer is conducted; and (b) that is encrypted in accordance with any international data encryption standards for healthcare, and as otherwise required by those standards applicable to the Authority under any Law and Guidance (this includes, data transferred over wireless or wired networks, held on laptops, CDs, memory sticks and tapes).

2.4 Where, as a requirement of this Contract, the Supplier is Processing Personal Data relating to patients and/or service users as part of the Services and Vehicle Services, the Supplier shall:

2.4.1 complete and publish an annual information governance assessment using the NHS information governance toolkit also known as the NHS Data Security & Protection Toolkit;

2.4.2 achieve a minimum level 2 performance against all requirements in the relevant NHS information governance toolkit also known as the NHS Data Security & Protection Toolkit;

2.4.3 nominate an information governance lead able to communicate with the Supplier's board of directors or equivalent governance body, who will be responsible for information governance and from whom the Supplier's board of directors or equivalent governance body will receive regular reports on information governance matters including, but not limited to, details of all incidents of data loss and breach of confidence;

2.4.4 report all incidents of data loss and breach of confidence in accordance with Department of Health and/or the NHS England and/or Health and Social Care Information Centre guidelines;

2.4.5 put in place and maintain policies that describe individual personal responsibilities for handling Personal Data and apply those policies vigorously;

2.4.6 put in place and maintain a policy that supports its obligations under the NHS Care Records Guarantee (being the rules which govern information held in the NHS Care Records Service, which is the electronic patient/service user record management service providing authorised healthcare professionals access to a patient's integrated electronic care record);

2.4.7 put in place and maintain agreed protocols for the lawful sharing of Personal Data with other NHS organisations and (as appropriate) with non-NHS

organisations in circumstances in which sharing of that data is required under this Contract;

2.4.8 where appropriate, have a system in place and a policy for the recording of any telephone calls in relation to the Services, including the retention and disposal of those recordings;

2.4.9 at all times comply with any information governance requirements and/or processes as may be set out in the Specification and Tender Response Document; and

2.4.10 comply with any new and/or updated requirements, Guidance and/or Policies notified to the Supplier by the Authority from time to time (acting reasonably) relating to the Processing and/or protection of Personal Data.

2.5 Where any Personal Data is Processed by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 2 of this Schedule 3, and any relevant Data Protection Protocol, as if such Sub-contractor were the Supplier.

2.6 The Supplier shall indemnify and keep the Authority, the Lead Provider and each NHS Third Party indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever arising from the Supplier's unlawful or unauthorised Processing, destruction and/or damage to Personal Data in connection with this Contract.

### **3 Freedom of Information and Transparency**

3.1 The Parties acknowledge the duties of Contracting Authorities under the FOIA, Codes of Practice and Environmental Regulations and shall give each other all reasonable assistance as appropriate or necessary to enable compliance with those duties.

3.2 The Supplier shall assist and cooperate with the Authority to enable it to comply with its disclosure obligations under the FOIA, Codes of Practice and Environmental Regulations. The Supplier agrees:

3.2.1 that this Contract and any recorded information held by the Supplier on the Authority's behalf for the purposes of this Contract are subject to the obligations and commitments of the Authority under the FOIA, Codes of Practice and Environmental Regulations;

3.2.2 that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA, Codes of Practice and Environmental Regulations is a decision solely for the Authority;

3.2.3 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier itself is subject to the FOIA, Codes of Practice and Environmental Regulations it will liaise with the Authority as to the contents of any response before a response to a request is issued and will promptly (and in any event within two (2) Business Days) provide a copy of the request and any response to the Authority;

- 3.2.4 that where the Supplier receives a request for information under the FOIA, Codes of Practice and Environmental Regulations and the Supplier is not itself subject to the FOIA, Codes of Practice and Environmental Regulations, it will not respond to that request (unless directed to do so by the Authority) and will promptly (and in any event within two (2) Business Days) transfer the request to the Authority;
- 3.2.5 that the Authority, acting in accordance with the Codes of Practice issued and revised from time to time under both section 45 of FOIA, and regulation 16 of the Environmental Regulations, may disclose information concerning the Supplier and this Contract; and
- 3.2.6 to assist the Authority in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA and the Environmental Regulations) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Authority within five (5) Business Days of that request and without charge.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations, the content of this Contract is not Confidential Information.
- 3.4 Notwithstanding any other term of this Contract, the Supplier consents to the publication of this Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA, Codes of Practice and Environmental Regulations.
- 3.5 In preparing a copy of this Contract for publication under Clause 3.4 of this Schedule 3, the Authority may consult with the Supplier to inform decision making regarding any redactions but the final decision in relation to the redaction of information will be at the Authority's absolute discretion.
- 3.6 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Contract.
- 3.7 Where any information is held by any Sub-contractor of the Supplier in connection with this Contract, the Supplier shall procure that such Sub-contractor shall comply with the relevant obligations set out in Clause 3 of this Schedule 3, as if such Sub-contractor were the Supplier.

#### **4 Information Security**

- 4.1 Without limitation to any other information governance requirements set out in this Schedule 3, the Supplier shall:
- 4.1.1 notify the Authority forthwith of any information security breaches or near misses (including without limitation any potential or actual breaches of confidentiality or actual information security breaches) in line with the Authority's information governance Policies; and
- 4.1.2 fully cooperate with any audits or investigations relating to information security and any privacy impact assessments undertaken by the Authority and shall
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provide full information as may be reasonably requested by the Authority in relation to such audits, investigations and assessments.

- 4.2 Where required in accordance with the Specification and Tender Response Document, the Supplier will ensure that it puts in place and maintains an information security management plan appropriate to this Contract, the type of Services being provided and the obligations placed on the Supplier. The Supplier shall ensure that such plan is consistent with any relevant Policies, Guidance, Good Industry Practice and with any relevant quality standards as may be set out in the Key Provisions and/or the Specification and Tender Response Document.
- 4.3 Where required in accordance with the Specification and Tender Response Document, the Supplier shall obtain and maintain certification under the HM Government Cyber Essentials Scheme at the level set out in the Specification and Tender Response Document.

## Schedule 4

### Definitions and Interpretations

#### 1 Definitions

1.1 In this Contract the following words shall have the following meanings unless the context requires otherwise:

<b>“Actual Services Commencement Date”</b>	means the date the Supplier actually commences delivery of all of the Services including Vehicle Services;
<b>“Actuary”</b>	means a Fellow of the Institute and Faculty of Actuaries;
<b>“Anti-Slavery Policy”</b>	has the meaning given under Clause 19.2.2. of Schedule 2;
<b>“Authority”</b>	means the authority named on the form of Contract on the first page;
<b>“Authority’s Actuary”</b>	means the Government Actuaries Department;
<b>“Authority’s Obligations”</b>	means the Authority’s further obligations, if any, referred to in the Key Provisions;
<b>“Breach Notice”</b>	means a written notice of breach given by one Party to the other, notifying the Party receiving the notice of its breach of this Contract;
<b>“Broadly Comparable”</b>	means certified by an Actuary as satisfying the condition that there are no identifiable Eligible Employees who would overall suffer material detriment in terms of their future accrual of Pension Benefits under the scheme compared with the NHS Pension Scheme assessed in accordance with Annex A of Fair Deal for Staff Pensions;
<b>“Business Continuity Event”</b>	means any event or issue that could impact on the operations of the Supplier and its ability to provide the Services or the availability of the Vehicles for deployment, including an influenza pandemic and any Force Majeure Event;
<b>“Business Continuity Plan”</b>	means the Supplier’s business continuity plan which includes its plans for continuity of the provision of the Services or the availability of the Vehicles for deployment during a Business Continuity Event;

<b>“Business Day”</b>	means any day other than Saturday, Sunday, Christmas Day, Good Friday or a statutory bank holiday in England and Wales;
<b>“Cabinet Office Statement”</b>	the Cabinet Office Statement of Practice – Staff Transfers in the Public Sector 2000 (as revised 2013) as may be amended or replaced;
<b>“Change Control Process”</b>	means the change control process, if any, referred to in the Key Provisions;
<b>“Codes of Practice”</b>	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
<b>“Commencement Date”</b>	means the date of this Contract;
<b>“Commercial Schedule”</b>	means the document set out at Schedule 6;
<b>" Comparable Supply"</b>	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
<b>“Confidential Information”</b>	<p>means information, data and material of any nature, which either Party may receive or obtain in connection with the conclusion and/or operation of the Contract including any procurement process which is:</p> <ul style="list-style-type: none"> <li>(a) Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history;</li> <li>(b) designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored); and/or</li> <li>(c) Policies and such other documents which the Supplier may obtain or have access to through the Authority’s intranet;</li> </ul>
<b>“Contract”</b>	means the form of contract at the front of this document and all schedules attached to the form of contract;
<b>“Contracting Authority”</b>	means any contracting authority as defined in regulation 2(1) of the Public Contracts Regulations 2015 (SI 2015/102) (as amended), other than the Authority including but not limited to the Lead Providers;

<b>“Contract Manager”</b>	means for the Authority and for the Supplier the individuals specified in the Key Provisions or such other person notified by a Party to the other Party from time to time in accordance with Clause 11.1 of Schedule 2;
<b>“Contract Price”</b>	means the price exclusive of VAT that is payable to the Supplier by the Authority under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;
<b>“Controller”</b>	shall have the same meaning as set out in the UK GDPR;
<b>“Convictions”</b>	means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and
	binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 or any replacement or amendment to that Act);
<b>“Data Protection Legislation”</b>	means (i) the Data Protection Act 2018 and the UK GDPR and any other applicable laws of England and Wales relating to the protection of Personal Data and the privacy of individuals (all as amended, updated, replaced or re-enacted from time to time);
<b>“Data Protection Protocol”</b>	means any document of that name as provided to the Supplier by the Authority (as amended from time to time in accordance with its terms), which shall include, without limitation, any such document appended to Schedule 3 (Information and Data Provisions) of this Contract;
<b>"Deployable Volunteer"</b>	<p>Has undertaken all the required training to deliver their required role as part of the Flu and COVID-19 vaccine programme (this excludes any NHS England related training);</p> <p>Has been confirmed by the Supplier to have satisfactorily completed all relevant compliance checks;</p> <p>Has received the appropriate Disclosure and Barring Services checks;</p> <p>Has been assured by the Supplier that they are suitable for a role on the Flu and COVID-19 vaccine programme;</p> <p>Has been issues with all required equipment, uniforms and guidance as appropriate by the Supplier.</p>

<b>“Direction Letter”</b>	means an NHS Pensions Direction letter issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHS Pension Scheme in respect of the Eligible Employees;
<b>“Dispute(s)”</b>	means any dispute, difference or question of interpretation or construction arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, any matters of contractual construction and interpretation relating to the Contract, or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
<b>“Dispute Notice”</b>	means a written notice served by one Party to the other stating that the Party serving the notice believes there is a Dispute;
<b>“Dispute Resolution Procedure”</b>	means the process for resolving Disputes as set out in Clause 22 of Schedule 2 or, where Clause 24 of Schedule 1 of the Contract applies, the process for resolving Disputes as set out in 2. For the avoidance of doubt, the Dispute Resolution Procedure is subject to Clause 29.2.3 of Schedule 2;
<b>“DOTAS”</b>	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue and Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
<b>“Electronic Trading System(s)”</b>	means such electronic data interchange system and/or world wide web application and/or other application with such message standards and protocols as the Authority may specify from time to time;

<b>“Eligible Employees”</b>	<p>means each of the Transferred Staff who immediately before the Employee Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to become a member of, either the NHS Pension Scheme or a Broadly Comparable scheme as a result of their employment or former employment with an NHS Body (or other employer which participates automatically in the NHS Pension Scheme) and being continuously engaged for more than 50% of their employed time with the Authority (in the case of Transferring Employees) or a Third Party (in the case of Third Party Employees) in the delivery of services the same as or similar to the Services.</p> <p>For the avoidance of doubt a member of Staff who is or is entitled to become a member of the NHS Pension Scheme as a result of being engaged in the Services and being covered by an “open” Direction Letter or other NHS Pension Scheme “access” facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHS Pension Scheme) is not an Eligible Employee;</p>
<b>“Employee Transfer Date”</b>	means the Transferred Staff’s first day of employment with the Supplier (or its Sub-contractor);
<b>“Employment Liabilities”</b>	means all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs (including but not limited to reasonable legal costs), expenses and all other liabilities whatsoever;
<b>“Environmental Regulations”</b>	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
<b>“eProcurement Guidance”</b>	means the NHS eProcurement Strategy available via: <a href="http://www.gov.uk/government/collections/nhs-procurement">http://www.gov.uk/government/collections/nhs-procurement</a>
	together with any further Guidance issued by the Department of Health and Social Care in connection with it;
<b>“Equality Legislation”</b>	means any and all legislation, applicable guidance and statutory codes of practice relating to equality, diversity, nondiscrimination and human rights as may be in force in England and Wales from time to time including, but not limited to, the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002 (SI 2002/2034) and the Human Rights Act 1998;

<b>“Exit Requirements”</b>	means the Authority’s exit requirements, as set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with during the Term and/or in relation to any expiry or early termination of this Contract;
<b>“Fair Deal for Staff Pensions”</b>	means guidance issued by HM Treasury entitled “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 (as amended, supplemented or replaced);
<b>“FOIA”</b>	shall have the meaning given to the term in Clause 1.2 of Schedule 3;
<b>“Force Majeure Event”</b>	<p>means any event beyond the reasonable control of the Party in question to include, without limitation:</p> <ul style="list-style-type: none"> <li>(a) war including civil war (whether declared or undeclared), riot, civil commotion or armed conflict materially affecting either Party’s ability to perform its obligations under this Contract;</li> <li>(b) acts of terrorism;</li> <li>(c) flood, storm or other natural disasters;</li> <li>(d) fire;</li> <li>(e) unavailability of public utilities and/or access to transport networks to the extent no diligent supplier could reasonably have planned for such unavailability as part of its business continuity planning;</li> <li>(f) government requisition or impoundment to the extent such requisition or impoundment does not result from any failure by the Supplier to comply with any relevant regulations, laws or procedures (including such laws or regulations relating to the payment of any duties or taxes) and subject to the Supplier having used all reasonable legal means to resist such requisition or impoundment;</li> <li>(g) compliance with any local law or governmental order, rule, regulation or direction applicable outside of</li> </ul>

	<p>England and Wales that could not have been reasonably foreseen;</p> <p>(h) industrial action which affects the ability of the Supplier to provide the Services, but which is not confined to the workforce of the Supplier or the workforce of any Subcontractor of the Supplier; and</p> <p>(i) a failure in the Supplier's and/or Authority's supply chain to the extent that such failure is due to any event suffered by a member of such supply chain, which would also qualify as a Force Majeure Event in accordance with this definition had it been suffered by one of the Parties; but excluding, for the avoidance of doubt, any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union ;</p>
<b>"Fraud"</b>	means any offence under any law in respect of fraud in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the government, parliament or any Contracting Authority;
<b>"General Anti-Abuse Rule"</b>	means: <ul style="list-style-type: none"> <li>(a) the legislation in Part 5 of the Finance Act 2013; and</li> <li>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</li> </ul>
<b>"General Change in Law"</b>	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>"Good Industry Practice"</b>	means the exercise of that degree of skill, diligence, prudence, risk management, quality management and foresight which would reasonably and ordinarily be expected from a skilled and experienced supplier and/or service provider engaged in the supply of goods and/or the provision of services similar to the Services under the same or similar circumstances as those applicable to this Contract; including in accordance with any codes of practice published by relevant trade associations;
<b>"Guidance"</b>	means any applicable guidance, supplier code of conduct, direction or determination and any policies, advice or industry alerts which apply to the Services or Vehicle Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by the Department of Health, Monitor, NHS England, the Medicines and Healthcare Products Regulatory Agency, the European Medicine Agency, the European Commission, the Care Quality Commission and/or any other regulator or competent body;

<b>“Halifax Abuse Principle”</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>HBS Services</b>	Means the deployment of transport services to enable delivery of the Programme to individual service users residence, as more particularly described in Schedule 5B.
<b>“HM Government Cyber Essentials Scheme”</b>	means the HM Government Cyber Essentials Scheme as further defined in the documents relating to this scheme published at: <a href="https://www.gov.uk/government/publications/cyber-essentialsscheme-overview">https://www.gov.uk/government/publications/cyber-essentialsscheme-overview</a> ;
<b>“Implementation Plan”</b>	means the implementation plan, if any, referred to in the Key Provisions;
<b>“Implementation Requirements”</b>	means the Authority’s implementation , as may be set out in the Specification and Tender Response Document and/or otherwise as part of this Contract, which the Supplier must comply with as part of implementing the Services;
<b>“Installation and Commissioning Services”</b>	means the installation and commissioning services set out in this Contract (including, without limitation, Schedule 5, which sets out the requirements of the Authority as issued to tenderers as part of the procurement process and the Supplier’s response to these requirements);
<b>“Intellectual Property Rights”</b>	means all patents, copyright, design rights, registered designs, trade marks, know-how, database rights, confidential formulae and any other intellectual property rights and the rights to apply for patents and trade marks and registered designs;
<b>“Interested Party”</b>	means any organisation which has a legitimate interest in providing services of the same or similar nature to the Services in immediate or proximate succession to the Supplier or any Sub-contractor and who had confirmed such interest in writing to the Authority;
<b>“Key Provisions”</b>	means the key provisions set out in <b>Schedule 1</b> ;
<b>“KPI”</b>	means the key performance indicators as set out in <b>Schedule 5</b> ;

<b>“Law”</b>	<p>means any applicable legal requirements including, without limitation,:</p> <p>(a) any applicable statute or proclamation, delegated or subordinate legislation, bye-law, order, regulation or instrument as applicable in England and Wales;</p> <p>(b) any applicable European Union obligation, directive, regulation, decision, law or right (including any such obligations, directives, regulations, decisions, laws or rights that are incorporated into the law of England and Wales or given effect in England and Wales by any applicable statute, proclamation, delegated or</p>
	<p>subordinate legislation, bye-law, order, regulation or instrument);</p> <p>(c) any enforceable community right within the meaning of section 2(1) European Communities Act 1972;</p> <p>(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;</p> <p>(e) requirements set by any regulatory body as applicable in England and Wales;</p> <p>(f) any relevant code of practice as applicable in England and Wales; and</p> <p>(g) any relevant collective agreement and/or international law provisions (to include, without limitation, as referred to in (a) to (f) above);</p>
<b>"Lead Provider"</b>	<p>Means an NHS provider and/or Trust that is responsible for leading and delivering the workforce requirements of a particular geographical area for the relevant COVID-19 Vaccination Delivery Models.</p> <p>A List of all Lead Providers as at 23.11.2020 is contained at Schedule 5, Annex A</p>
<b>“Losses”</b>	<p>all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law;</p>
<b>“Measures”</b>	<p>means any measures proposed by the Supplier or any Subcontractor within the meaning of regulation 13(2)(d) of TUPE;</p>
<b>MTC Services</b>	<p>Means the deployment of mobile treatment centres at the direction of a Lead Provider for use in connection with delivery of the Programme as more particularly described in Schedule 5A</p>
<b>“NHS”</b>	<p>means the National Health Service;</p>

<b>“NHS Body”</b>	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
<b>“NHS Pensions”</b>	means NHS Pensions (being a division of the NHS Business Services Authority) acting on behalf of the Secretary of State as the administrators of the NHS Pension Scheme or such other body as may from time to time be responsible for relevant administrative functions of the NHS Pension Scheme, including the Pensions Division of the NHS Business Services Authority;
<b>“NHS Pension Scheme”</b>	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
<b>“NHS Pension Scheme Arrears”</b>	means any failure on the part of the Supplier or any Subcontractor to pay employer’s contributions or deduct and pay across employee’s contributions to the NHS Pension Scheme or meet any other financial obligations under the NHS Pension Scheme or any Direction Letter in respect of the Eligible Employees;
<b>“NHS Pension Scheme Regulations”</b>	means, as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653) and any subsequent regulations made in respect of the NHS Pension Scheme, each as amended from time to time;
<b>"NHS Third Party"</b>	Means any third party holding a valid contract to provide a COVID-19 vaccination service for the Authority including but not limited to a Lead Provider to whom the Deployable Volunteers are assigned, or another responsible organisation – including but not limited to an NHS Trust, GP practice, primary care network or community pharmacy provider as applicable;

<b>“Occasion of Tax Non-Compliance”</b>	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
<b>“Party”</b>	means the Authority or the Supplier as appropriate and Parties means both the Authority and the Supplier;
<b>“Pension Benefits”</b>	any benefits (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor’s benefits provided under an occupational pension scheme;
<b>“Personal Data”</b>	shall have the same meaning as set out in the GDPR;
<b>“Policies”</b>	means the policies, rules and procedures of the Authority as notified to the Supplier from time to time;
<b>“Pre-Engagement Pack”</b>	Has the meaning set out in Schedule 5 ;
<b>“Premature Retirement Rights”</b>	rights to which any Transferred Staff (had they remained in the employment of an NHS Body or other employer which participates automatically in the NHS Pension Scheme) would have been or is entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;

<b>“Premises and Locations”</b>	has the meaning given under Clause 2.1 of <b>Schedule 2</b> ;
<b>“Process”</b>	shall have the same meaning as set out in the GDPR. Processing and Processed shall be construed accordingly;
<b>“Purchase Order”</b>	means the purchase order required by the Authority’s financial systems, if a purchase order is referred to in the Key Provisions;
<b>“Relevant Tax Authority”</b>	means HM Revenue and Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
<b>“Remedial Proposal”</b>	has the meaning given under Clause <b>18.3</b> of <b>Schedule 2</b> ;
<b>“Services”</b>	means the services set out in this Contract without limitation, <b>Schedule 5</b> which sets out the requirements of the Authority as issued to tenderers as part of the procurement process and the Supplier’s response to these requirements),
<b>“Services Commencement Date”</b>	means the date delivery of the Services shall commence as specified in the Key Provisions. If no date is specified in the Key Provisions this date shall be the Commencement Date;
<b>“Services Information”</b>	means information concerning the Services as may be reasonably requested by the Authority and supplied by the Supplier to the Authority in accordance with Clause <b>23</b> of <b>Schedule 2</b> for inclusion in the Authority’s services catalogue from time to time;
<b>“Specification and Tender Response Document”</b>	means the document set out in <b>Schedule 5</b> as amended and/or updated in accordance with this Contract;
<b>“Specific Change in Law”</b>	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
<b>“Staff”</b>	means all persons employed or engaged by the Supplier to perform its obligations under this Contract including Deployable
	Volunteers and any Sub-contractors and person employed or engaged by such Sub-contractors;
<b>“Step In Rights”</b>	means the step in rights, if any, referred to in the Key Provisions;

<b>“Sub-contract”</b>	means a contract between two or more suppliers, at any stage of remoteness from the Supplier in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract;
<b>“Sub-contractor”</b>	means a party to a Sub-contract other than the Supplier;
<b>“Subsequent Transfer Date”</b>	means the point in time, if any, at which services which are fundamentally the same as the Services (either in whole or in part) are first provided by a Successor or the Authority, as appropriate, giving rise to a relevant transfer under TUPE;
<b>“Subsequent Transferring Employees”</b>	means any employee, agent, consultant and/or contractor who, immediately prior to the Subsequent Transfer Date, is wholly or mainly engaged in the performance of services fundamentally the same as the Services (either in whole or in part) which are to be undertaken by the Successor or Authority, as appropriate;
<b>“Successor”</b>	means any third party who provides services fundamentally the same as the Services (either in whole or in part) in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract;
<b>“Supplier”</b>	means the supplier named on the form of Contract on the first page;
<b>“Supplier Code of Conduct”</b>	means the code of that name published by the Government Commercial Function originally dated September 2017, as may be amended, restated, updated, re-issued or re-named from time to time;
<b>“Supplier Personnel”</b>	means any employee, agent, consultant and/or contractor of the Supplier or Sub-contractor who is either partially or fully engaged in the performance of the Services;
<b>“Term”</b>	means the term as set out in the Key Provisions;
<b>“Termination Notice”</b>	means a written notice of termination given by one Party to the other notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract on a specified date and setting out the grounds for termination;
<b>“Third Party”</b>	means any supplier of services fundamentally the same as the Services (either in whole or in part) immediately before the Transfer Date;
<b>“Third Party Body”</b>	has the meaning given under Clause 8.5 of Schedule 2;

<b>“Third Party Employees”</b>	means all those employees, if any, assigned by a Third Party to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;
<b>“Transfer Date”</b>	means the Actual Services Commencement Date;
<b>“Transfer Option”</b>	an option given to each Eligible Employee with either: (a) accrued rights in the NHS Pension Scheme; or (b) accrued rights in a Broadly Comparable scheme, as at the Employee Transfer Date, to transfer those rights to the Supplier’s (or its Sub-contractor’s) Broadly Comparable scheme or back into the NHS Pension Scheme (as appropriate), to be exercised by the Transfer Option Deadline, to secure year-for-year day-for-day service credits in the relevant scheme (or actuarial equivalent, where there are benefit differences between the two schemes);
<b>“Transfer Option Deadline”</b>	the first Business Day to fall at least three (3) months after the notice detailing the Transfer Option has been sent to each Eligible Employee;
<b>“Transferred Staff”</b>	means those employees (including Transferring Employees and any Third Party Employees) whose employment compulsorily transfers to the Supplier or to a Sub-contractor by operation of TUPE, the Cabinet Office Statement or for any other reasons, as a result of the award of this Contract;
<b>“Transferring Employees”</b>	means all those employees, if any, assigned by the Authority to the provision of a service that is fundamentally the same as the Services immediately before the Transfer Date;
<b>"TUPE"</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and/or any other regulations or other legislation enacted for the purpose of implementing or transposing the Acquired Rights Directive (77/187/EEC, as amended by Directive 98/50 EC and consolidated in 2001/23/EC) into English law; and
<b>“UK GDPR”</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
<b>“VAT”</b>	means value added tax chargeable under the Value Added Tax Act 1994 or any similar, replacement or extra tax.
<b>"Vehicle Services"</b>	means the MTC Services and/or HBS Services as appropriate to the context
<b>"Vehicle"</b>	means any one of the MTC and/or any vehicle provided by the Supplier to support the HBS Services as determined by the context, and Vehicles shall apply to more than one or of either

	MTC or the HBS support vehicles or all vehicles deployed for any of the Vehicle Services;
<b>"Volunteers"</b>	Means the voluntary workforce engaged by the Supplier who is deployed on the Services;
<b>"Volunteer Agreement"</b>	Means an agreement entered into between a Deployable Volunteer and a Lead Provider to whom the Deployable Volunteer is assigned substantially in the form set out in Annex H of Schedule 5.

- 1.2 References to any Law shall be deemed to include a reference to that Law as amended, extended, consolidated, re-enacted, restated, implemented or transposed from time to time.
- 1.3 References to any legal entity shall include any body that takes over responsibility for the functions of such entity.
- 1.4 References in this Contract to a "Schedule", "Appendix", "Paragraph" or to a "Clause" are to schedules, appendices, paragraphs and clauses of this Contract.
- 1.5 References in this Contract to a day or to the calculation of time frames are references to a calendar day unless expressly specified as a Business Day.
- 1.6 Unless set out in the Commercial Schedule as a chargeable item and subject to Clause 30.6 of **Schedule 2**, the Supplier shall bear the cost of complying with its obligations under this Contract.
- 1.7 The headings are for convenience only and shall not affect the interpretation of this Contract.
- 1.8 Words denoting the singular shall include the plural and vice versa.
- 1.9 Where a term of this Contract provides for a list of one or more items following the word "including" or "includes" then such list is not to be interpreted as an exhaustive list. Any such list shall not be treated as excluding any item that might have been included in such list having regard to the context of the contractual term in question. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 1.10 Where there is a conflict between the Supplier's responses to the Authority's requirements (the Supplier's responses being set out in **Schedule 5**) and any other part of this Contract, such other part of this Contract shall prevail.
- 1.11 Where a document is required under this Contract, the Parties may agree in writing that this shall be in electronic format only.
- 1.12 Where there is an obligation on the Authority to procure any course of action from any third party, this shall mean that the Authority shall use its reasonable endeavours to procure such course of action from that third party.
- 1.13 Any guidance notes in grey text do not form part of this Contract.

- 1.14 Any Breach Notice issued by a Party in connection with this Contract shall not be invalid due to it containing insufficient information. A Party receiving a Breach Notice ("**Receiving Party**") may ask the Party that issued the Breach Notice ("**Issuing Party**") to provide any further information in relation to the subject matter of the Breach Notice that it may reasonably require to enable it to understand the Breach Notice and/or to remedy the breach. The Issuing Party shall not unreasonably withhold or delay the provision of such further information as referred to above as may be requested by the Receiving Party but no such withholding or delay shall invalidate the Breach Notice.
- 1.15 Any terms defined as part of a Schedule or other document forming part of this Contract shall have the meaning as defined in such Schedule or document.

## Schedule 5

### Specification and Tender Response Document

#### 1 Overview of COVID-19 Vaccination Programme

- 1.1 The COVID-19 vaccination programme is responsible for the planning and delivery of the new COVID-19 vaccine, subject to successful clinical trials and manufacture.
- 1.2 It is therefore a critical element of the system wide approach for delivering robust and resilient health and care services during winter. The Authority aims to deliver the seasonal flu vaccine to an extended cohort of patients and aim to increase uptake in the usual at-risk patient cohorts as well as any potential COVID-19 vaccine(s) as and when they become available. This will be concurrent to the delivery (and catch up) of usual NHS activity in both Primary and Secondary care and as such, it is likely that the added demand placed on NHS services to deliver all these activities, will require a plan to increase workforce to enable them to be able to support vaccinations.
- 1.3 In light of the global pandemic and in order to achieve the ambitious uptake targets which have been set for flu this year, the challenging vaccine characteristics for the COVID-19 vaccine; new and innovative approaches to vaccination delivery models are needed to safely reach and protect the population, whilst also protecting core Authority services. The Supplier has capability to deploy Volunteers across all affected English regions.

#### 2 Overview of Requirement

- 2.1 The Supplier will provide the Authority and each of the Lead Providers with a capable volunteer workforce to support the vaccination programme based on the Authority's proposed delivery models to ensure a robust, and clinically-safe, patient-focused solution. The scope of the vaccination programme support to be provided by the Supplier shall include both drawing-up and administration of vaccine under the supervision of the Lead Provider in accordance with MHRA guidance.
- 2.2 The Supplier will mobilise sufficient Deployable Volunteers to enable the successful delivery of the vaccination programme across the 7 Regions within England to support the identified roles in accordance with this Agreement.
- 2.3 In each of the regional areas identified in Clause 3 of this Schedule, the Contracting Authority working with its Lead Providers has developed the following vaccine delivery models. The Supplier will be required recruit a sufficient workforce to support any of the following:
- 2.3.1 'Large Scale Vaccination Centres' which is defined as a large-scale site that supports high-volume, high throughput in a fixed location for an extended period including but not limited to sports venue, conference venues, airports.
- 2.3.2 'Local Vaccination Services' Community and Primary Care-led service based on local and logistical considerations which includes but it not limited to:
- (i) GP practices;
  - (ii) Community Pharmacy sites;

- (iii) local authority sourced buildings or other local facilities
- (iv) roving teams; which are defined as vehicles that can deploy vaccinators, vaccine and supplies on an outreach basis.

2.3.3 'Hospital Hubs' which is defined as NHS providers vaccinating their staff onsite.

### **3 Geographical Locations required for Volunteers**

3.1 The Supplier is required to deploy a sufficient number of Deployable Volunteers to meet each of the identified roles across each of the following geographies in England:

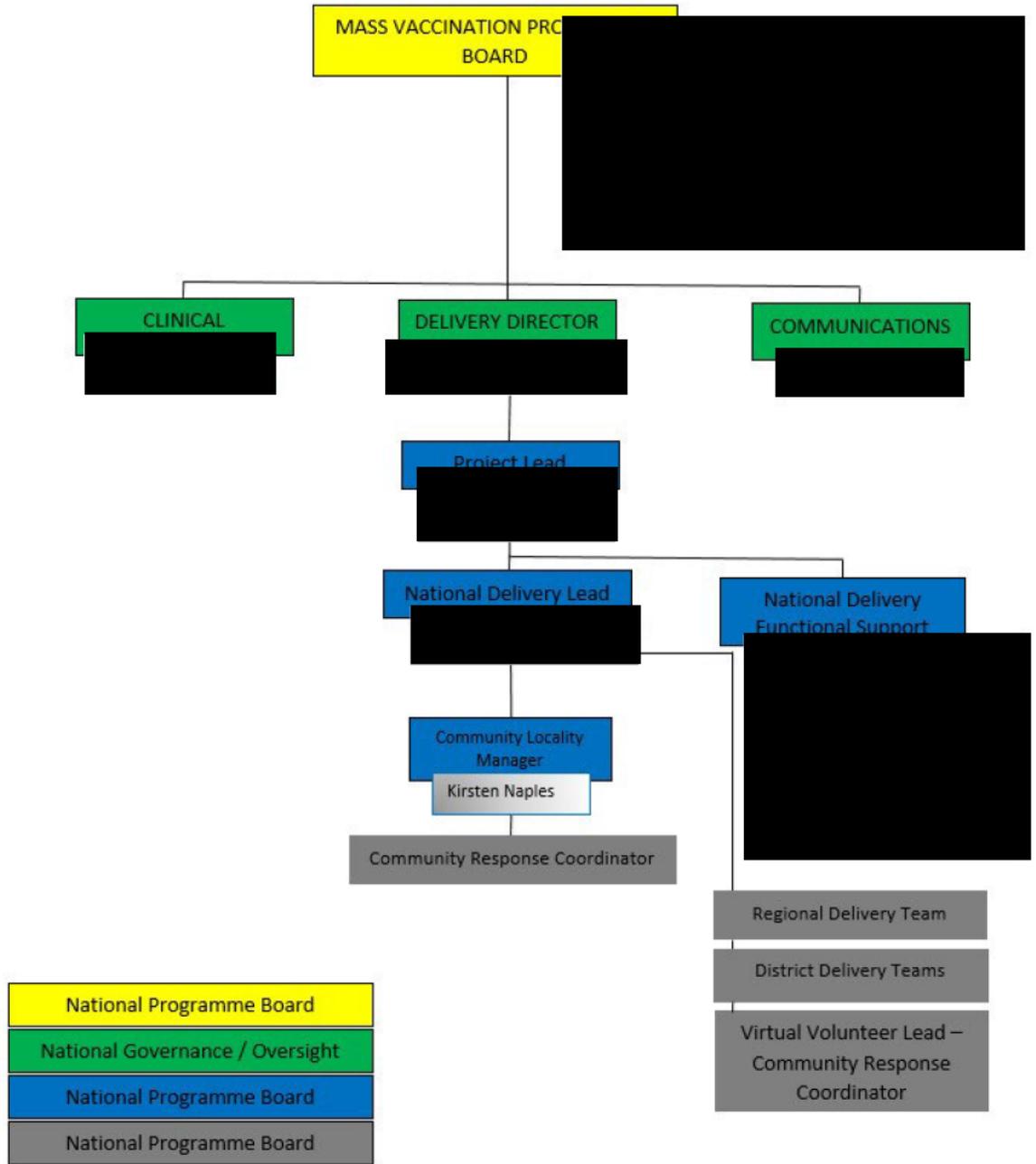
- 3.1.1 East of England;
- 3.1.2 London;
- 3.1.3 Midlands;
- 3.1.4 North East and Yorkshire;
- 3.1.5 North West;
- 3.1.6 South East;
- 3.1.7 South West.

3.2 The Supplier will be required throughout the duration of the contract to work with the Authority to define the specific number of Volunteers within the specific roles that are required across the Geographies outlined in Clause 3.1, within the targeted number of Volunteers.

### **4 Programme Delivery Structure**

4.1 The Supplier, in the delivery of this programme will be overseen by their Board and Executive Leadership Team.

4.2 The Supplier will have in place the following leadership structure in place.



4.3 Day to day operations of the Supplier will be led by the Delivery Director and supported by a dedicated Project Lead.

4.4 The Delivery Director will work alongside senior representation within NHS England to deploy the workforce of Deployable Volunteers for effective programme delivery of the COVID-19 vaccine programme. The Supplier Ambulance & Community Response Director will be the accountable officer within the Supplier for the delivery this programme of work.

4.5 Project Manager and project management office support will be provided to enable the delivery of the programme and to govern the requests from the Authority.

- 4.6 The Supplier will ensure a network of Community Operations Coordinators will be placed around the country to support operational delivery at a local level, including the onboarding and deployment of workforce as required by the Authority.
- 4.7 The Supplier will provide functional oversight of the Volunteers from various functions such as:
- 4.7.1 Human Resources
  - 4.7.2 Finance
  - 4.7.3 Fleet
  - 4.7.4 Logistics
  - 4.7.5 Legal & Assurance
  - 4.7.6 Clinical
  - 4.7.7 IT & Digital
- 4.8 The Supplier acknowledges that all public facing materials and documents require sign-off from the Authority before publication and use. Where a public facing document is identified, the Supplier will issue the document to the COVID-19 Programme Communications Workstream for review. Should the Authority require any amendments or edits to the public facing documentation, the Supplier will using its best endeavours and in good faith work with the Authority to make those amendments accordingly.
- 4.9 The Supplier will be required in advance of the Service Commencement Date to provide a nominated single point of contact for each of the regional areas included in Clause 3.1 of this Schedule, who will then be the contact and escalation point for all Lead Providers and all Primary Care Networks within that geographical area for the delivery of the COVID-19 Vaccination Programme (the "**Point of Contact**").
- 4.10 The delivery of this programme will be overseen by NHS England and Improvement Executive Leadership Team and the Vaccine Operating Centre Management Team.
- 4.11 The National Vaccine Operating Centre (NVOC) has been established specifically for the purposes of delivering the COVID-19 vaccination programme. The role of the VOC is:
- 4.11.1 Monitoring and driving action to support maximum utilisation of vaccine inventory in the most effective way in consideration of the most vulnerable and at-risk groups;
  - 4.11.2 Monitoring and regulation of estates, security, equipment, consumables & logistics inventory (EECL);
  - 4.11.3 Contingency planning and management of contingency activities if implemented;
  - 4.11.4 Vaccine data collection, management, reporting and escalation;
  - 4.11.5 The National Vaccination Operations Centre (NVOC) will provide:
    - (i) National surveillance and management of the COVID-19 vaccine supply chain;
    - (ii) National monitoring of 'early warning' triggers, anticipatory action in real time to avoid failure, and timely dissemination of the learning to NHS Regions;
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- (iii) Oversight of national-level incidents including incident recovery, post-incident root-cause analysis and rapid dissemination of the learning;
- (iv) A national point of contact for all COVID-19 Vaccination queries escalated from regions (non-public);
- (v) A single integrated source of intelligence owned by all crossgovernment stakeholders;
- (vi) A single route for ensuring appropriate allocation of the vaccine in line with forecast demand;
- (vii) A national level and central reporting framework capable of developing SITREPs, bulletins and briefings to create situational awareness;
- (viii) Leadership of the daily battle rhythm including daily touchpoints with RVOCs and twice daily situational reports to inform the Top of the Office (TOTO) briefing incorporating the combined intelligence into one national report;
- (ix) Data monitoring, including reports of new COVID-19 cases in people who have been vaccinated;
- (x) A mechanism for maintaining continuous improvement and informing strategic decision-making for future Flu and COVID-19 Vaccination service;

4.12 A Regional Workforce Bureau and/or Lead Provider will be established and/or nominated for each of the Regions identified in Clause 3 of this Schedule. The role of the Workforce Bureau is to:

- 4.12.1 Be responsible for the integrated regional workforce planning including but not limited to identifying local workforce demand;
- 4.12.2 Liaise with external suppliers to fulfil the local workforce requirements, including the Supplier and help fulfil any roles that have not yet been fulfilled;
- 4.12.3 Provide oversight of all workforce deployment and redeployment;
- 4.12.4 Report to the NVOC on workforce performance and demand;
- 4.12.5 Be the interface of the Lead Providers to the NVOC.

4.13 Lead Providers will be identified across each of the Regions who will be commissioned by the Authority to coordinate and deliver the Covid-19 vaccination programme. As at the date of this Contract the Lead Providers for the purposes of this Contract are identified in Annex A of this Schedule. The role of a Lead Provider is to:

- 4.13.1 Be the legal entity who can provide Clinical Governance;
- 4.13.2 Provide the local resource demand for the System (A System is defined as all the delivery models associated with the delivery of COVID-19 vaccination programme within an identified geographical location);
- 4.13.3 Supply workforce from existing clinical groups including staff sharing arrangements and releasing additional staff to the Flu and COVID-19 Vaccination Programme via secondments;
- 4.13.4 Identify backfill staffing requirement and share with Workforce Bureau and suppliers including the Supplier;
- 4.13.5 Ensure delivery of all face to face training, site inductions and onboarding requirements are fulfilled for the Volunteer;

- 4.13.6 Ensure each Volunteer is signed-off against competence framework;
- 4.13.7 Provide Commercial Management Support in relation to invoicing and Service Level Reporting for that System Lead Provider;
- 4.13.8 Report on any programme risks and any incidents to the Workforce Bureau; and
- 4.13.9 Be responsible for the rostering of their existing Workforce and the rostering of the Volunteers provided by the Supplier.
  
- 4.14 Working in conjunction with the Lead Providers and the Workforce Bureau, the Supplier will support with Workforce Planning to both review the pipeline of required Workforce against Volunteer availability.
  
- 4.15 The Supplier will be required to support Primary Care with additional Volunteer Support. Where that is required the Contracting Authority and/or Lead Provider will work with the Supplier Point of Contact representative to arrange how this will be supported. A list of Primary Care Locations can be found in Annex F to this Schedule.
  
- 4.16 The Supplier will collate a Pre-Engagement Pack evidencing the suitability of each Volunteer to complete the provision of services in their assigned role. The Lead Provider may request, and the Supplier will provide information from the PreEngagement Pack within a reasonable period of time of a request..
  
- 4.17 The Lead Provider may allocate a Deployable Volunteer to another NHS Third Party operating within the region into which the Deployable Volunteer has been deployed, to provide services in their assigned role to ensure appropriate coverage and availability of staffing resources across the entire programme. Where possible Deployable Volunteers will be able to allocate a preference on location.

## **5 Programme Governance & Management Information**

- 5.1 The Supplier acknowledges that all public facing materials and documents require sign-off from the Authority before publication and use.
  
- 5.2 The Parties acknowledge that the Authority's requirement for reporting is daily, unless otherwise expressly stated, that the Supplier, as at signature, is unable to deliver daily reports. The Supplier will provide weekly reports from signature until 31 March 2023 on all reporting requirements together with progress report on the implementation of systems for daily reporting to meet the programme objectives. With effect from 22 December 2022, the Supplier will provide daily reports.
  
- 5.3 The Supplier will provide the Authority with daily reports including but not limited to the following prospective information:
  - 5.3.1 Deployable and Active Volunteers by role and geography;
  - 5.3.2 Number of Volunteer Vaccinators by role deployed by geography;
  - 5.3.3 Onboarding Pipeline (specifying volume of 'expressions of interest', 'vetting', 'training', 'deployable') of Volunteer applicants by role and geography;
  - 5.3.4 Fill rates (%) by role and geography;
  - 5.3.5 Referral request volumes by role and geography.

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5.4 The Supplier will also provide the Authority with daily reports including but not limited to the following retrospective information:

- 5.4.1 Fill rates (demand for shifts vs shifts filled) by role and geography;
- 5.4.2 Total number of people onboarded by role and geography;
- 5.4.3 Utilisation of available roles by geography;
- 5.4.4 % and number of shifts cancelled within 48 hours by geography;
- 5.4.5 % and number of shifts requested at less than 5 days notice;
- 5.4.6 Time from completed e-learning to completed F2F training;
- 5.4.7 % and number of leavers (attrition rate) by role and geography;
- 5.4.8 % and number of Volunteer absences (failure to complete shifts);
- 5.4.9 Sickness rates (%).

5.5 The Supplier will provide the Authority with weekly Training reports (every Friday of every week):

- 5.5.1 Target number of Vaccinator Volunteers to complete Training in week ahead;
- 5.5.2 Actual number of Vaccinator Volunteers to have completed Training in previous week;

5.5A In addition to the weekly Training reports, the Supplier will provide the Authority with weekly Paid Staff deployment reports, showing the dates, times, locations, total hours and the number of Paid Staff deployed on a contingency basis (in accordance with paragraph 22 below) by Region in the previous week and a prospective notice of scheduled deployments of Paid Staff in the next week showing dates, times locations and anticipated hours of Paid Staff anticipated to be deployed.

5.6 The daily report format will be confirmed with the Programme team ahead of the Service Commencement Date.

5.7 The weekly report format will be confirmed with the Programme team ahead of the Service Commencement Date.

5.8 The Supplier will also record information on its Volunteers including but not limited to the following areas:

- 5.8.1 Age group; and
- 5.8.2 Ethnicity.

5.9 The Supplier will issue the anonymised information required as per Clause 5.4 of this Schedule weekly on every Friday from the Service Commencement Date.

5.10 Due to the nature of the COVID-19 Vaccine Programme specific requests for information will be required on an ad-hoc basis to provide key stakeholders the necessary assurances. Where such a request is made, the Supplier will provide all relevant information to the Contracting Authority to support the request.

## **6 Locations of Services Required**

6.1 The location of services for large scale vaccinations are contained in Annex B of this Schedule.

6.2 Throughout the duration of the COVID-19 Vaccination Programme, Volunteers may be required to support Primary Care Networks. A list of potential sites for Primary Care is included in Annex F.

6.3 The Supplier acknowledges that the locations and premises from which the Volunteers will operate may vary over time.

## **7 Job Roles Required**

7.1 The Supplier will be responsible for ensuring the Volunteers have conducted the required training and will assure the Authority that the Deployable Volunteers are suitable to deliver the required services. The Training Pathways for the Volunteers is included at Annex C of this Schedule.

7.2 With exception, Volunteers are to be trained for each of the roles outlined in Clause 7.3 of this Schedule. An outline of the training required for each role is outlined in Annex D of this specification.

7.3 The Supplier is required to deploy Vaccination Volunteers as required to suit regional deployment requirements in any of the following required roles: (Full Job Descriptions have been included in Annex G)

**7.3.1 Volunteer Patient Advocate.** All Volunteer Patient Advocates must be over 16 years of age. Where a Volunteer Patient Advocate is of 16 or 17 years of age, the Supplier will provide appropriate supervision at all times on deployment by a Supplier Volunteer who is over the age of 18 years. The summary responsibilities of this role are as follows:

- (i) Meeting and greeting patients, ensuring they are comfortable, reassuring them pre and post vaccine, helping them navigate the vaccination setting, as well as signposting them to relevant external resources as needed.
- (ii) Managing the flow of patients in pre and post -vaccination area.
- (iii) Ensuring all patients are dealt with in a respectful and compassionate manner, that they are welcomed and cared for during the process, ensuring they are supported as needed.
- (iv) Convey the Authority messaging on the vaccination.
- (v) Spotting any adverse effects and raising to a member of the team.

- (vi) Recognise and respond to patients' needs. This may include supporting people with impairments.
- (vii) Completion of any relevant documentation associated with the administration of the vaccine, ensuring compliance with regulated requirements.
- (viii) Ensuring patient vaccination records are correctly documented and properly maintained.
- (ix) Keeping the patient's information confidential in line with all governance requirements.
- (x) Additional duties may include providing administrative support to individual vaccination data entry on to NHS data management information systems.
- (xi) Ensure proper disposal of clinical waste and change of PPE (personal protective equipment like gloves, masks, and aprons) as per local and national guidelines.
- (xii) Working collaboratively with small diverse teams including the Authority's doctors, nurses, and other trained staff.
- (xiii) Work with other Supplier and Authority colleagues and volunteers to deliver a vaccination service including escalating problems outside the scope of training to an appropriate person

**7.3.2 Vaccination Care Volunteer role.** All Vaccination Care Volunteers must be over 16 years of age. Where a Vaccination Care Volunteer is of 16 or 17 years of age, the Supplier will provide appropriate supervision at all times on deployment by a Supplier Volunteer who is over the age of 18 years. The summary responsibilities of this role are as follows:

- (i) Manage the flow of patients in pre and post -vaccination area.
- (ii) Ensure all patients are dealt with in a respectful and compassionate manner, that they are welcomed and cared for during the process, ensuring they are supported as needed.
- (iii) Convey Authority messaging on the vaccination as per scope of practice and seeking escalation as appropriate.
- (iv) Recognise and respond and/or escalate as appropriate to any medical emergency post vaccination.
- (v) Ensure patient vaccination records are correctly documented and properly maintained.
- (vi) Keep the patient's information confidential in line with GDPR and all governance requirements.
- (vii) Additional duties may include providing administrative support to individual vaccination data entry on to NHS data management information systems.

- (viii) Ensure proper disposal of clinical waste and change of PPE (personal protective equipment like gloves, masks, and aprons) as per local and national guidelines.
- (ix) Work collaboratively with small diverse teams including the Authority's doctors, nurses, and other trained staff.
- (x) Work with other Supplier and Authority colleagues and volunteers to deliver a vaccination service including escalating problems outside the scope of training to an appropriate person.

**7.3.3 Vaccination Volunteer role.** All Vaccination Volunteers must be over 18 years of age. The summary responsibilities of this role are as follows:

- (i) Ensure vaccination knowledge is maintained by keeping up to date with the Green Book chapter 14a and the relevant Reg 174 Information for UK Healthcare professionals or the Summary of Product Characteristics.
- (ii) Administer COVID-19 vaccinations (patient facing).
- (iii) Ensure the delivery of the vaccine is carried out in a professional manner as per local protocols.
- (iv) Signpost and navigate to external resources as needed.
- (v) Recognise and respond and/or escalate as appropriate to any medical emergency during vaccinations.
- (vi) Ensure all patients are dealt with in a respectful and compassionate manner, that they are welcomed and cared for during the process, ensuring they are supported as needed.
- (vii) Completion of any relevant documentation associated with the administration of the vaccine, ensuring compliance with regulated requirements.
- (viii) Ensure patient vaccination records are correctly documented and properly maintained.
- (ix) Keep the patient's information confidential in line with GDPR and all governance requirements.
- (x) Additional duties may include providing administrative support to vaccination data entry on to NHS data management information systems.
- (xi) Additional duties may include drawing-up of vaccines in accordance with the relevant National Protocols, and where training has been completed and competency has been assessed by the local delivery provider. Subject to individual site-clinical approval and volunteer agreement. For the avoidance of doubt, this does not include any provision for reconstituting the vaccine.
- (xii) Ensure proper disposal of clinical waste and change of PPE (personal protective equipment like gloves, masks and aprons) as per local and national guidelines.
- (xiii) Work collaboratively with small diverse teams including Authority doctors, nurses and other trained staff.

- (xiv) Work with other Supplier and our partners to deliver a vaccination service including escalating problems outside your scope of training to an appropriate person.

7.3.4 The Authority will work with the Supplier to provide the further information on the number of Deployable Volunteers they may require across the roles identified in Clause 7.3.

7.4 The Authority reserves the right to make amendments to the roles and responsibilities outlined in Clause 7.3 to ensure alignment with the overall Flu and COVID-19 vaccine programme plan. Should the Supplier identify any further additional roles that may be required, the Authority will use its sole discretion to decide on how it will proceed with those additional roles.

7.5 The demand of the above roles and responsibilities is predicated on the delivery models.

7.6 The indicative number of Volunteers required across the Geographical Locations is provided in the following table.

Geographical Locations	Allocation of Volunteers (%)	Vaccination Volunteers
East of England	12%	720
London	18%	1080
Midlands	18%	1080
North East and Yorkshire	15%	900
North West	12%	720
South East	15%	900
South West	10%	600
<b>Totals</b>	<b>100%</b>	<b>6000</b>

7.6.1 Indicative numbers for Vaccinator Role volunteers represent the minimum workforce requirement to be maintained throughout the contract period.

7.7 NOT USED.

## 8 Shift Patterns of Services Required

8.1 Staffing at each of the Locations identified in Clause 6 is required 7 days a week, 12 hours per day.

8.2 Should the 12 hour per day shift require to be divided into shorter shifts for operational purposes, the Supplier will ensure that it is clear to the Lead Provider that short-shifts will be covered, and will ensure effective shift handovers to Volunteers who are of equal skill and capability are completed by its Volunteers and all relevant stakeholders informed. The shift requirements will be confirmed via the data upload to the GRS system. It is the responsibility of the Supplier to ensure that where a shift is covered the whole 12 hour shift is supported to ensure that there is sufficient personnel onsite to manage a vaccination centre in accordance with the clinical requirements and support patient and staff safety protocols. The Supplier will ensure that it has liaised with the Lead Providers to ensure an appropriate arrangement for handover on shortshifts.

## 9 Training and Onboarding Requirements for all Volunteers

9.1 The Supplier will verify that all relevant background checks as required under Clause 5 of Schedule 2 have been conducted, including but not limited to the relevant Disclosure and Barring Service checks prior to deployment. If required by the Lead Provider, the Supplier will on request provide the following information which forms part of the **Pre-Engagement Pack**:

9.1.1 Confirmation of identity;

9.1.2 Right to Work;

9.1.3 Fitness/Suitability;

9.1.4 DBS Check less than 3months old **OR** Confirmation that an appropriate DBS Check has been carried out within the last 3 months (detailing the level of DBS check carried out and whether or not the children's and/or adults' barred list have been checked, and the results of the checks undertaken); and

9.1.5 Confirmation completed baseline training in accordance with paragraph 7.1.

9.2 The Supplier will require all Volunteers to carry and present the St John Ambulance Identity Card, which is provided to Volunteers once all relevant checks in Clause 9.1 are completed. The identity card may be checked at any time whilst on site at a vaccination centre.

9.3 The Supplier will make available all relevant information and grants permission to the Authority to undertake any required audits of the information outlines in Clause 9.1 at any time throughout the duration of the Contract.

9.4 The Supplier will verify that all Volunteers within the COVID-19 vaccination programme have received a Programme Overview Pack prior to deployment. The Programme Overview Pack is contained in Annex I of this Schedule.

9.5 The Supplier will provide all Volunteers with access to its online mandatory training, which it requires all its Volunteers to complete.

9.6 The Lead Provider and/or NHS Third Party will provide all on-site onboarding to Volunteers, and the Supplier will ensure that all Volunteers attend scheduled onboarding promptly to support efficiency of deployment of the COVID-19 vaccination programme.

9.7 All Volunteers deployed on Lead Provider and/or Primary Care practices may be required to sign a Volunteer Agreement An example of this is included at Annex H.

## 10 Specific Training and Onboarding Requirements for Vaccination Volunteers

10.1 In addition to the requirements set out in paragraph 9 above the Supplier will verify that all relevant Background Checks have been conducted for Vaccination Volunteers, including but not limited to the relevant Disclosure and Barring Service checks.

10.2 The Authority will ensure the Supplier and any Vaccination Volunteers within the COVID-19 vaccination programme have access to the required e-learning should they be required to undertake such training to qualify to administer the vaccine in accordance with the Human Medicines (Coronavirus and Influenza) (Amendment) Regulations 2020, and the Supplier acknowledges that it is solely responsible for any costs associated with the delivery of the required e-learning to the Vaccination Volunteers.

10.3 The Lead Provider will provide the Volunteer with access to its training venues and facilities free of charge where this is to facilitate the face to face training outlined below.

10.4 The Supplier will ensure the Vaccination Volunteers have undertaken and successfully completed the required e-learning. The e-learning programmes that each Vaccination Volunteer of the COVID-19 vaccination programme will need to complete is included in the following table.

<b>Training component</b>	<b>Party Responsible for Verification of Completion</b>
Programme overview pack	The Supplier
Immunisation training (national elearning or SJA F2F/virtual training)	The Supplier
SJA online mandatory training modules	The Supplier
COVID-19 and flu vaccine-specific training (national e-learning or SJA F2F/virtual training using e-lfh UK HSA approved syllabus)	The Supplier
Anaphylaxis training (SJA training)	The Supplier
Training on administering under the national protocol (F2F/virtual)	The Contracting Authority (Lead Providers)
F2F practical IM injection administration training	The Supplier
On-site onboarding	The Contracting Authority (Lead Providers)
Competency assessment & sign-off	The Contracting Authority (Lead Providers)

10.5 The table in Clause 10.4 contains a non-exhaustive list of Training Components required for the Vaccinator Volunteer. The Contracting Authority reserves the right to add, amend or delete any of the training courses identified in Clause 10.4.

- 10.6 The Lead Provider will be responsible for completing a Training Needs Analysis for each Volunteer to identify any gaps in capability to enable the workforce to deliver the required services.
- 10.7 Following the Training Needs Analysis the Lead Provider working with the Authority and/or Public Health England will be responsible for arranging and delivering any further required face to face training as identified in Clause 10.4.
- 10.8 The Supplier will be required to communicate with the Volunteer on the arrangements associated with Clause 10.5 of this Schedule.
- 10.9 The Supplier will be issued with a Programme Overview pack that will be required to be distributed to all Staff being deployed on the Programme, prior to deployment.
- 10.10 Once the training has been completed as per Clause 10.4 and the Lead Provider having verified the completion of training required and confirmed the identity of the Volunteer the Lead Provider will provide all on-site onboarding to Volunteers.

## **11 COVID-19 Deployment**

- 11.1 The Supplier will adopt an agreed process to reasonably ensure that its Volunteers are COVID-19 symptom free when deployed.

## **12 Health and Safety**

- 12.1 The Authority, Lead Providers and/or other NHS organisations who are responsible for a Vaccination Delivery Model health and safety obligations are:

12.1.1 The Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model shall provide the Volunteer with information on high-risk areas including, without limitation, those where exposure prone procedures take place, and if required the Lead Provider will share with any appropriate risk assessments of the workplace and the Lead Providers shall also ensure appropriate induction and supervision is in place within the workplace.

12.1.2 The Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model shall offer a work health assessment and appropriate occupational health support to the Volunteer (including, without limitation, where they are injured, infected or attacked on the Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model premises) and shall be responsible for the health and safety, fire safety and security of Volunteers on the Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model site(s) which shall include, without limitation, providing as part of the Lead Providers' induction process: (i) appropriate Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model -specific fire safety training and (ii) fire safety equipment where necessary or appropriate. For the avoidance of doubt, the Supplier will not have provided any practical fire safety training to any Volunteers under this specification and the Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model shall have regard to this both in relation to its fire safety obligations and in relation to fire safety training.

12.1.3 The Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model shall:

- (i) Check the identity of the Volunteer on arrival by way of their photographic identity card;
- (ii) Conduct on the day orientation and briefing prior to commencement of each shift delivered by a Volunteer;
- (iii) Provide information on whether an assignment requires the Volunteer to work with vulnerable persons or children;
- (iv) Provide information in connection with any risks to health and safety involved in the assignment and the Lead Providers policy for mitigating such risks;
- (v) Provide Volunteers with all necessary personal protective equipment to undertake the tasks required by the Lead Provider;
- (vi) Undertake the necessary risk assessment where the proposed Volunteer is known to be at potential individual risk, including, without limitation, by being pregnant; and
- (vii) Inform the Supplier of all outbreaks of infection as declared by the Lead Provider's director of infection prevention control or the Lead Provider's infection control committee.

12.1.4 The responsibility for Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR) incidents which occur in the Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model and involve a Volunteer lies with the Supplier. To allow a full report to be made to the health and safety executive within the prescribed timescales, The Supplier is dependent on information and support from the Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model. In the event of a RIDDOR reportable incident, the Lead Provider shall immediately prepare and forward a copy of its incident report to the Supplier and shall provide the Supplier with such information and support as it may reasonably request.

12.1.5 As part of the screening process for Volunteers, the Supplier will have in place a two-part occupational health process whereby if a Volunteer discloses any potential health concerns these are reviewed by a third party, independent, occupational health provider. The Supplier will follow the same categorisation and process as per Public Health England guidance, except for those patients suffering from Asthma, where the Supplier has identified and categorised as a moderate risk or high risk and therefore will restrict or reduce the types of duties that Volunteers undertake on behalf of the Supplier, which includes but is not limited to restricting them from patient facing duties.

12.2 The Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model shall comply with all statutory obligations applicable to it in relation to Volunteers engaged on shifts at the Lead Provider and/or other NHS organisations who are responsible for a Vaccination Delivery Model

including without limitation those arising under the Health and Safety at Work Act 1974, the Employment Rights Act 1996, the Management of Health and Safety at Work Regulations 1999 and the Working Time Regulations 1998.

12.3 For the purposes of Clauses 12.4, 12.5 and 12.12 of this Specification:

12.3.1 "young person" means a person who has not attained the age of eighteen;

12.3.2 "child" means a person who is not over compulsory school age, construed in accordance with section 8 of the Education Act 1996.

12.4 Without prejudice to the generality of Clause 12.3 of this Specification, the Lead Provider shall in relation to Volunteers who are young persons:

12.4.1 not engage such young persons until it has made or reviewed a suitable and sufficient assessment of the risks to their health and safety to which they are exposed whilst they are engaged on Assignments, for the purpose of identifying the measures that the Lead Provider needs to take to comply with any requirements and prohibitions imposed upon it by or under the relevant statutory provisions or by or under Clauses 12.2 to 12.9 of this Specification, taking particular account of:

- (i) the inexperience, lack of awareness of risks and immaturity of young persons;
- (ii) the fitting-out and layout of the workplace and the workstation;
- (iii) the nature, degree and duration of exposure to physical, biological and chemical agents;
- (iv) the form, range, and use of work equipment and the way in which it is handled (including any age restrictions);
- (v) the organisation of processes and activities;
- (vi) the extent of the health and safety training provided or to be provided to young persons; and
- (vii) risks from agents, processes and work listed in the Annex to Council Directive 94/33/EC on the protection of young people at work, as amended by Directive 2014/27/EU.

12.4.2 review any assessment under Clause 12.4.1 of this Specification if there is reason to suspect that it is no longer valid or there has been a significant change in the matters to which it relates.

12.4.3 ensure that whilst working on Assignments at the Lead Provider such young persons are protected from any risks to their health or safety which are a consequence of their lack of experience, or absence of awareness of existing or potential risks or the fact that young persons have not yet fully matured.

12.4.4 subject to Clause 12.5 of this Specification, not engage such young persons in work:

- (i) which is beyond their physical or psychological capacity;
- (ii) involving harmful exposure to agents which are toxic or carcinogenic, cause heritable genetic damage or harm to the unborn child or which in any other way chronically affect human health;
- (iii) involving harmful exposure to radiation;
- (iv) involving the risk of accidents which it may reasonably be assumed cannot be recognised or avoided by young persons owing to their insufficient attention to safety or lack of experience or training; or
- (v) in which there is a risk to health from:
  - (A) extreme cold or heat;
  - (B) noise; or
  - (C) vibration,
- (vi) and in determining whether work will involve harm or risks for the purposes of Clauses 12.4.3 and 12.4.4 of this Specification, regard shall be had to the results of any assessment carried out under Clauses 12.4.1 or 12.4.2 of this Specification or any assessment carried out by the Lead Provider or the Supplier for the purposes of regulation 3 of the Management of Health and Safety at Work Regulations 1999.

12.5 Nothing in Clause 12.4.4 of this Specification shall prevent the engagement of a young person who is no longer a child in work whilst on Assignment:

- 12.5.1 where it is necessary for their training;
- 12.5.2 where the young person will be supervised by a competent person; and
- 12.5.3 where any risk will be reduced to the lowest level that is reasonably practicable.

12.6 The provisions of Clauses 12.4 and 12.5 of this Specification are without prejudice to any provisions contained in the Management of Health and Safety at Work Regulations 1999 or any prohibition or restriction, arising otherwise than by Clause 12.2 of this Specification, on the employment or engagement of any person.

12.7 For the purposes of Clauses 12.8, 12.9, 12.11 and 12.12 of this Specification, “young worker” means a worker who has attained the age of 15 but not the age of 18 and who is over compulsory school age, construed in accordance with section 8 of the Education Act 1996.

12.8 The Lead Provider shall ensure that all tasks and hours that it asks young workers to undertake do not in any way infringe the rights of the young workers or on any obligations that the Supplier or the Lead Provider has towards young workers.

- 12.9 Without prejudice to the generality of Clauses 12.2 and 12.9 of this Specification and notwithstanding that none of the Volunteers shall have the status of "worker" or "employee" and accordingly the provisions of the Working Time Regulations 1998 shall not apply, the Lead Provider shall in relation to the Volunteers who are young workers ensure that the conditions under which they work whilst on Assignment at the Lead Provider conform at all times with the Working Time Regulations 1998 (were they to apply) and in particular (but without limitation) with regard to:
- 12.9.1 maximum weekly working time for young workers (regulation 5A, subject to regulations 27 and 27A);
  - 12.9.2 night work by young workers (regulation 6A, subject to regulations 27 and 27A);
  - 12.9.3 health assessment and transfer of night workers to day work (regulation 7);
  - 12.9.4 pattern of work (regulation 8);
  - 12.9.5 records (regulation 9);
  - 12.9.6 daily rest (regulation 10);
  - 12.9.7 weekly rest period (regulation 11); and
  - 12.9.8 rest breaks (regulation 12).
- 12.10 The Lead Provider shall as soon as reasonably practicable (and in any event within 8 hours) provide the Supplier with: (i) such information as the Supplier reasonably requests in relation to the System Lead Provider's compliance with its obligations under Clauses 12.2 to 12.9 of this Specification and (ii) access to the System Lead Provider's records maintained for the purposes of Clause 12.9.5 of this Specification.
- 12.11 The Lead Provider acknowledges that the Supplier System has been designed to cap the weekly working hours for young workers to a maximum of 40 hours including breaks. Once a young workers' weekly bookings of Shifts and/or Assignments have reached the 40-hour cap, the Lead Provider agrees that they will not be permitted to book additional hours for that week.
- 12.12 The Lead Provider agrees that it shall indemnify and keep indemnified the Supplier in relation to any losses, liabilities, demands, claims, costs and expenses (including all legal and other professional fees, expenses and disbursements plus VAT) incurred by the Supplier that arise directly or indirectly from any act or omission of the Lead Provider in respect of the rights of young workers or as a result of any failure by the Lead Provider to comply with its obligations under Clauses 12.2 to 12.11 of this Specification or any other legal obligations relating to young persons or young workers.
- 12.13 The Supplier shall make available suitable pastoral care and support services to Volunteers engaged in the Programme both during and following expiry or termination of this Contract and shall provide appropriate support to Volunteers

where involved in any incident whilst volunteering at a vaccination centre which may be subject to scrutiny, investigation or any claim.

### 13 Rostering Solution & Demand signalling

13.1 The demand of the Volunteers will be highly dependent on the delivery models required to deliver the priority cohorts. All guidance on the priority cohorts is published by Joint Committee for on Vaccination and Immunisation (JCVI)<sup>1</sup>.

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13.2 The Supplier is responsible for the deployment of Deployable Volunteers.

13.3 The Supplier will verify, prior to deploying any of its Volunteers, that the Deployable Volunteer has completed all necessary Supplier mandated training and undergone the relevant DBS checks, and will complete a Pre-Engagement Pack, and where necessary provide any relevant information to the Authority and/or Lead Provider to verify the suitability of the individual to act as a Deployable Volunteer.

13.4 Providing that all relevant information has been provided in full and accurately, and where requested from a Lead Provider and/or Primary Care Practice a Volunteer Agreement is in place, the Lead Provider shall supervise the Deployable Volunteer whilst they are discharging their role within the COVID-19 Vaccine Programme.

13.5 The Supplier will nominate a dedicated Point of Contact to the Regional Workforce Bureau and/or the Lead Provider to act as the liaison for Workforce Planning and forecasting and managing any Short Notice requirements (a "Short Notice" requirement is defined as a resource demand that is identified by the Lead Provider and communicated to the Supplier Point of Contact 48 hours or less from the time in which the shift is required to be fulfilled). An example of a Short Notice scenario could be where a Vaccinator has had to self-isolate due to the development of COVID-19 symptoms and can no longer attend their shift 16 hours later.

13.6 Where a Primary Care practice identifies a requirement for Volunteer support from the Supplier, the request will be made to the Lead Provider and/or Workforce Bureau. The Lead Provider and/or the Workforce Bureau, as per Clause 13.5, will act as the liaison with the Supplier for that demand.

13.7 The Lead Provider is responsible for issuing roosting requirements to the Supplier no later than 5 working days in advance of the first start date and time of that roster.

13.8 Rostering requirements must be issued to the Supplier via the nominated Point of Contact in the format on Microsoft Forms. The form is accessible via the link provided<sup>2</sup>.

13.9 The Supplier Point of Contact for that specific area will confirm receipt of the roosting requirements and then ensure that the shifts are populated onto the Global Rostering System accordingly.

13.10 The Supplier will ensure that the shifts available are communicated effectively to the Deployable Volunteers to ensure that where possible all roles are fulfilled.

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<sup>1</sup> <https://www.gov.uk/government/publications/priority-groups-for-coronavirus-covid-19-vaccination-vaccination>

<sup>2</sup> [Expression of Interest Form](#)

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13.11 Where the Supplier identifies that a role has still not been fulfilled 48 hours in advance of that shift start time, it will notify the nominated point of contact for the Lead Provider, where alternative sources can be identified accordingly.

**14 Volunteer Performance**

14.1 The Lead Provider and/or NHS Third Party to whom the Deployable Volunteer is assigned is responsible for the following areas, (once a Volunteer is deployed):

14.1.1 Assess Volunteer performance;

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14.1.2 Escalate any issues with Volunteer performance to the Workforce Bureau and the Supplier Point of Contact.

14.2 Where a Volunteer performance issue has been identified, the Supplier will then address this issue in accordance with its own policies, and the Lead Provider may withdraw the Volunteer from participation in the Flu COVID-19 vaccination programme on a temporary or permanent basis, and the Authority shall not be required to pay for future shifts for which the Volunteer was scheduled to deliver.

14.3 Where a Volunteer performance issue has been identified as per Clause 14.2, the Supplier will find a replacement Deployable Volunteer of equivalent skill and role to ensure continuity to the services required.

14.4 Where the Volunteer Performance issue has been identified in relation to clinical issues, the appropriate procedure and necessary investigation will take place in accordance with the Lead Provider and/or Primary Care practice policies and processes.

**15 Supplier Performance & KPIs**

15.1 The Supplier will be evaluated monthly on its performance in the following areas, in accordance with KPI criteria detailed in clause 15.2:

- 15.1.1 Volunteer Workforce demand fulfilment;
- 15.1.2 Active Volunteer Workforce;
- 15.1.3 Overall Volunteer utilisation rate;
- 15.1.4 MTC Service demand fulfilment;
- 15.1.5 HBS Service demand fulfilment.

15.2 The following KPI thresholds will be applied to the areas of KPI measurement:

KPI ID.	KPI	KPI Performance Measure	KPI % Threshold per Region

SJA01	Volunteer Workforce demand fulfilment	% of shifts fulfilled based on Lead Provider demands per Region* <i>*subject to a maximum of 100% of workforce capacity</i>	80%
SJA02	Active Volunteer Workforce	% of total Deployable Volunteers who are active (being those who have completed a shift in the previous 12 weeks) per Region* <i>*subject to regional demand</i>	90%
SJA03	Overall Volunteer utilisation rate	% of volunteers utilised in the vaccination programme	80%
SJA04	MTC Service demand fulfilment	% of MTC deployments fulfilled based on Lead Provider demand per Region* <i>*subject to agreed capacity</i>	80%
SJA05	HBS Service demand fulfilment	% of HBS deployments fulfilled based on Lead Provider demand per Region* <i>*subject to agreed capacity</i>	80%

15.3 The Supplier shall at all times provide the Services and Volunteers required to meet or exceed the KPI % Performance Measure for each KPI in Clause 15.2.

15.4 The Supplier acknowledges that any KPI % Threshold Failure shall entitle the Authority to the rights set out in this Clause.

15.4.1 If the KPI Performance Measure of the Supplier:

- (i) is likely to or fails to meet any KPI Performance Measure; or
- (ii) is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Authority in writing and the Authority, in its absolute discretion and without limiting any other of its rights, may:

- (A) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent a Service Level Failure or Critical KPI Failure from taking place or recurring;
- (B) instruct the Supplier to develop a Rectification Plan Process;

- (C) be entitled to withhold and retain as compensation a sum equal to 5% of the overall charges for that Monthly period which would have been due to the Supplier in respect of the Month.

The operation of this Clause 15.4 shall be without prejudice to the right of the Authority to terminate this Contract and/or to claim damages from the Supplier for material Default.

15.5 The Supplier shall send a Monthly Performance Monitoring Reports to the Authority detailing the level of KPI performance which was achieved in accordance with the provisions of this Clause:

15.5.1 Prior to the Service Commencement Date of the Supplier shall provide the Authority with details of how the process in respect of the monitoring and reporting of KPIs will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

15.5.2 The Supplier shall provide the Authority with performance monitoring reports ("Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to Clause 15.5.1 of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Monthly Period just ended:

- (i) for each KPI, the actual performance achieved over the KPI for the relevant Monthly Period;
- (ii) a summary of all failures to achieve KPIs that occurred during that Monthly Period;
- (iii) for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- (iv) such other details as the Authority may reasonably require from time to time.

15.5.3 The Authority when calculating the relevant KPI score against each KPI Threshold will follow the process outlined below:

- (i) Following receipt of the Performance Monitoring Report which will include Regional breakdowns for each of the KPIs in Clause 15.2 the Authority will calculate the performance against the KPI Threshold for each Region;
- (ii) For each KPI, the KPI Performance Measure% for all Regions will be calculated and an average score will be calculated for all Regions. For example London (87%), East of England (100%), Midlands (90%), North East, Yorkshire (95%), North West (89%), South East (92%) and South West (97%) = National Average of 92%
- (iii) Where it is identified there is consistent low KPI Performance Measure per Region, the Supplier will be required to develop a Performance Improvement Plan and Rectification Plan to rectify the issues.

## **16 Premises**

16.1 The Lead Provider and/or the NHS Third Party to whom the Deployable Volunteer is deployed Model shall provide or install at the accommodation during the term:

16.1.1 appropriate office furniture of good quality appropriate to the role;

16.1.2 suitable information technology related facilities necessary to support the vaccination roles referred to above;

16.1.3 heating and lighting and other services equivalent to that which the Lead Provider provides to its own administrative workers on the Site;

16.1.4 access to washroom and lavatory facilities equivalent to that which the Lead Provider provides to its own administrative workers on the Site; and

16.1.5 any electronic passes and building security codes required in order to access and use the accommodation.

16.2 The Lead Provider and/or the NHS Third Party responsible for a vaccination site shall keep the accommodation in good repair during the term and the Supplier shall have no liability in that respect save where any disrepair has been caused by the deliberate misconduct of the Staff.

16.3 The Supplier acknowledges that all Volunteers occupy premises as a mere licensee of the accommodation and that its right to occupy is coterminous with this agreement.

## **17 Invoicing Information Required**

17.1 The Supplier shall invoice the Authority monthly in arrears for approved Volunteer hours worked in accordance with Schedule 6.

17.2 The Supplier will provide for each invoice a regional breakdown of the resource provided and an extract from the data on GRS system to support the shifts fulfilled by the Volunteers for that Monthly period.

## **18 Personal Protective Equipment (PPE), Volunteer Uniform and Expenses**

18.1 The Supplier will provide its Volunteers with the required Uniform for Deployment onto any of the Site Locations.

18.2 The Supplier will ensure that its Volunteers are provided with a sufficient supply of Uniforms in order to prevent any contamination where that may occur.

18.3 The Lead Provider will supply the Volunteers with the required Personal Protective Equipment (PPE) in order to deliver their roles and responsibilities in a safe and effective manner.

18.4 The Supplier will have an established expenses policy and procedure in place to support its Volunteers to deliver their roles and responsibilities in a safe and effective manner. The Supplier shall ensure that any payments made to Volunteers will be in genuine reimbursement of expenses incurred by the Volunteer only and the Supplier shall keep appropriate records of expense payments made.

## 19 Specification Updates

19.1 The Authority reserves the right to make amendments to this Schedule 5 Specification, including the addition of further requirements and deliverables to ensure alignment with the overall COVID-19 Vaccine programme plan.

19.2 Any amendments made in accordance with Clause 19.1 will be communicated in writing to the Supplier and enacted with a relevant contract variation. The Supplier will not unreasonably withhold approval of any contract variation required by the Authority.

## 20 Cyber Essentials Requirement

20.1 The Supplier will have Cyber Essentials for the purposes of this agreement.

## 21 Mobilisation Contract Deliverables – NOT USED

## 22 Paid Staff

22.1 From time to time, where there is a specific shortfall in the available Deployable Volunteer Vaccinators which is likely to have a significant detriment on the delivery of the Programme, the Supplier is able to back-fill volunteer vaccinator roles with employed staff (**Paid Staff**). The Supplier may agree with a regional lead, to deploy up to 4 Paid Staff in place of Volunteer Vaccinators where there is a genuine and urgent need to support the Programme and workforce requirement is not otherwise capable of being fulfilled by Deployable Volunteers, subject to a daily maximum of 15 Paid Staff on any single day. The Supplier acknowledges that such deployment is a genuine crisis contingency response, and that the Contract Management approval is required for any longer-term or more extensive deployment, and the provision of Paid Staff will be subject to regular review by the Authority and authorisation to deploy under this paragraph 22 may be withdrawn at any time on giving 7 days' notice.

22.2 The Supplier warrants that all Paid Staff deployed into the Programme meet the requirements for a Deployable Volunteer, as set out in the Agreement, including but not limited to appropriate DBS Checks, registration and training and competency requirements. The Supplier further warrants to the Authority and each Lead Provider that Paid Staff are subject to an appropriate indemnity arrangement in respect the performance of the Services under the Agreement, and the Supplier will indemnify each Lead Provider against any liability arising in respect of the negligent performance of their duties by such Paid Staff.

22.3 The Supplier will provide full visibility of the deployment of all Paid Staff in accordance with the weekly reporting requirements under paragraph 5 of this Schedule 5.

22.4 The deployment of Paid Staff will be subject to an additional fee as set out in Part 1 of Schedule 6 (*Commercial Schedule*).

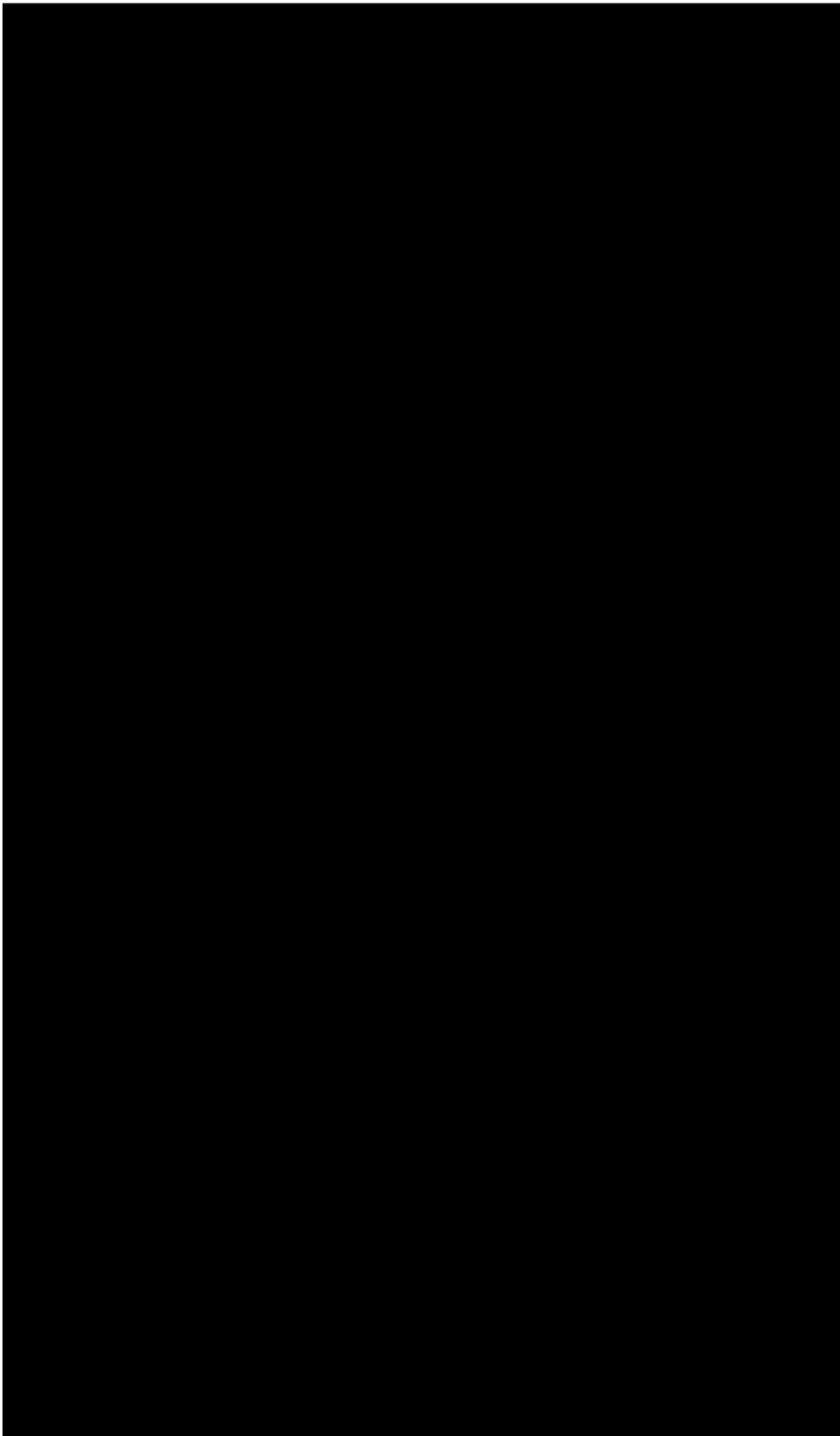
## Annex A- Lead Providers

Please note that the list provided below is subject to change. The Supplier will be regularly notified of



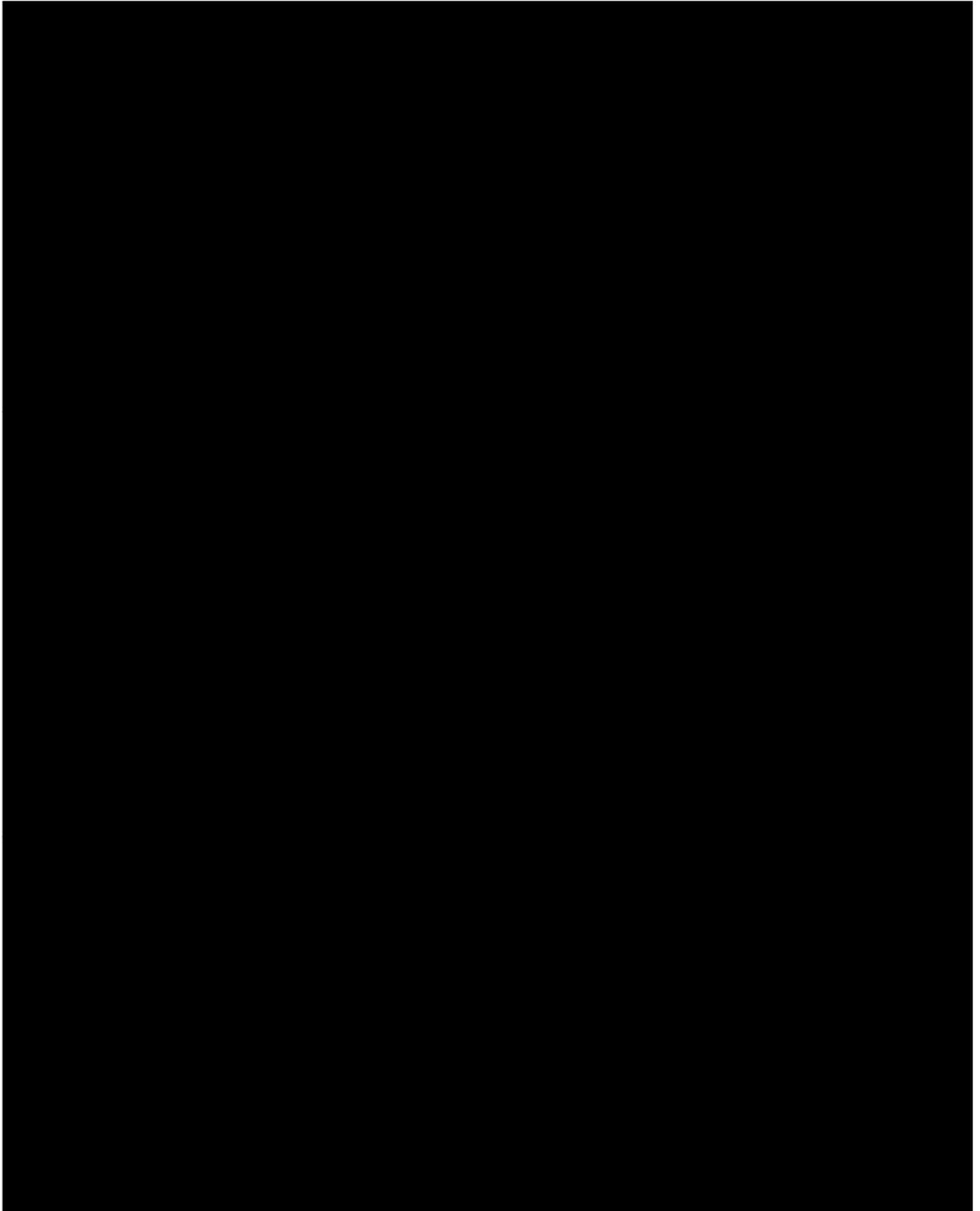
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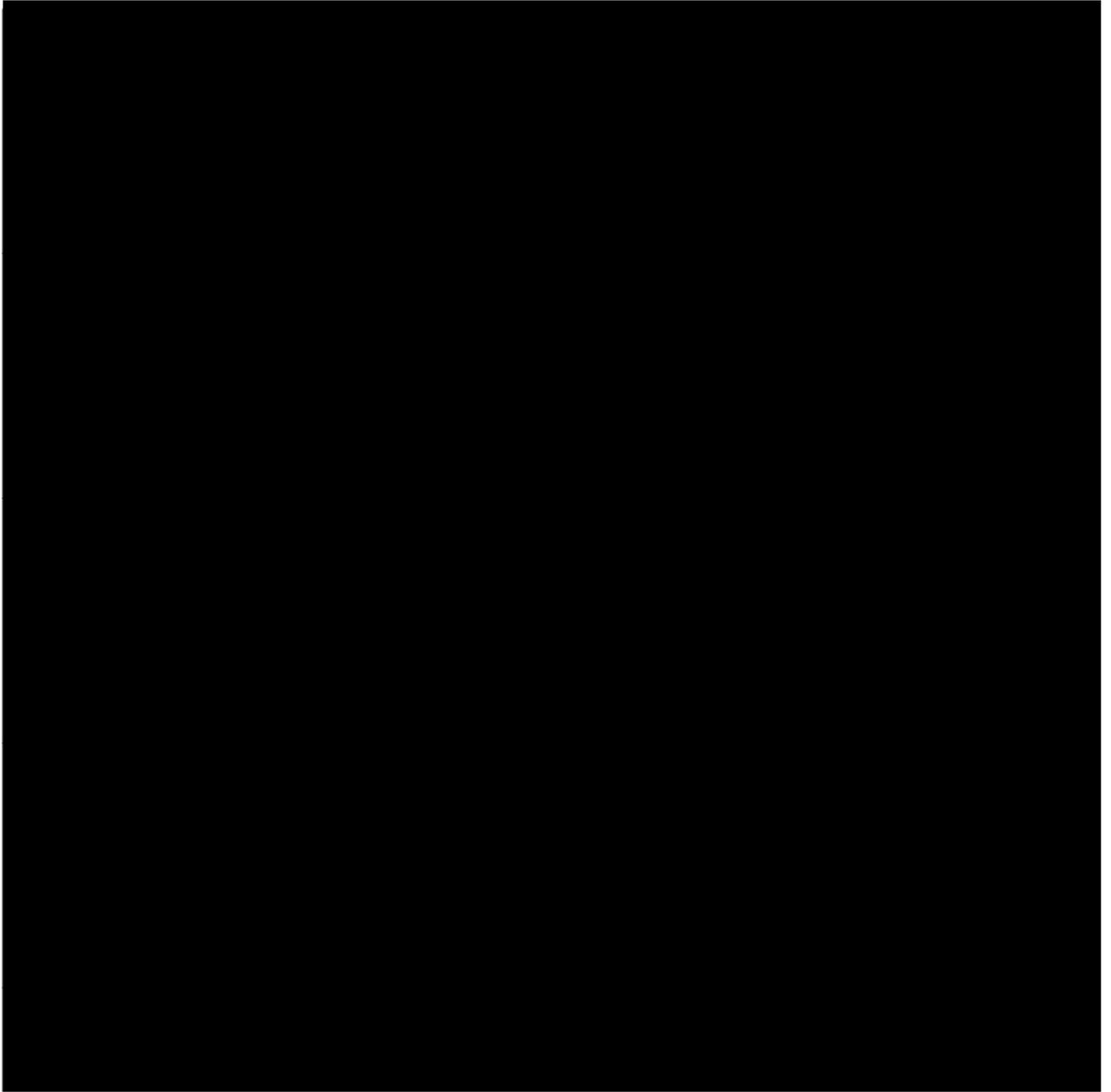
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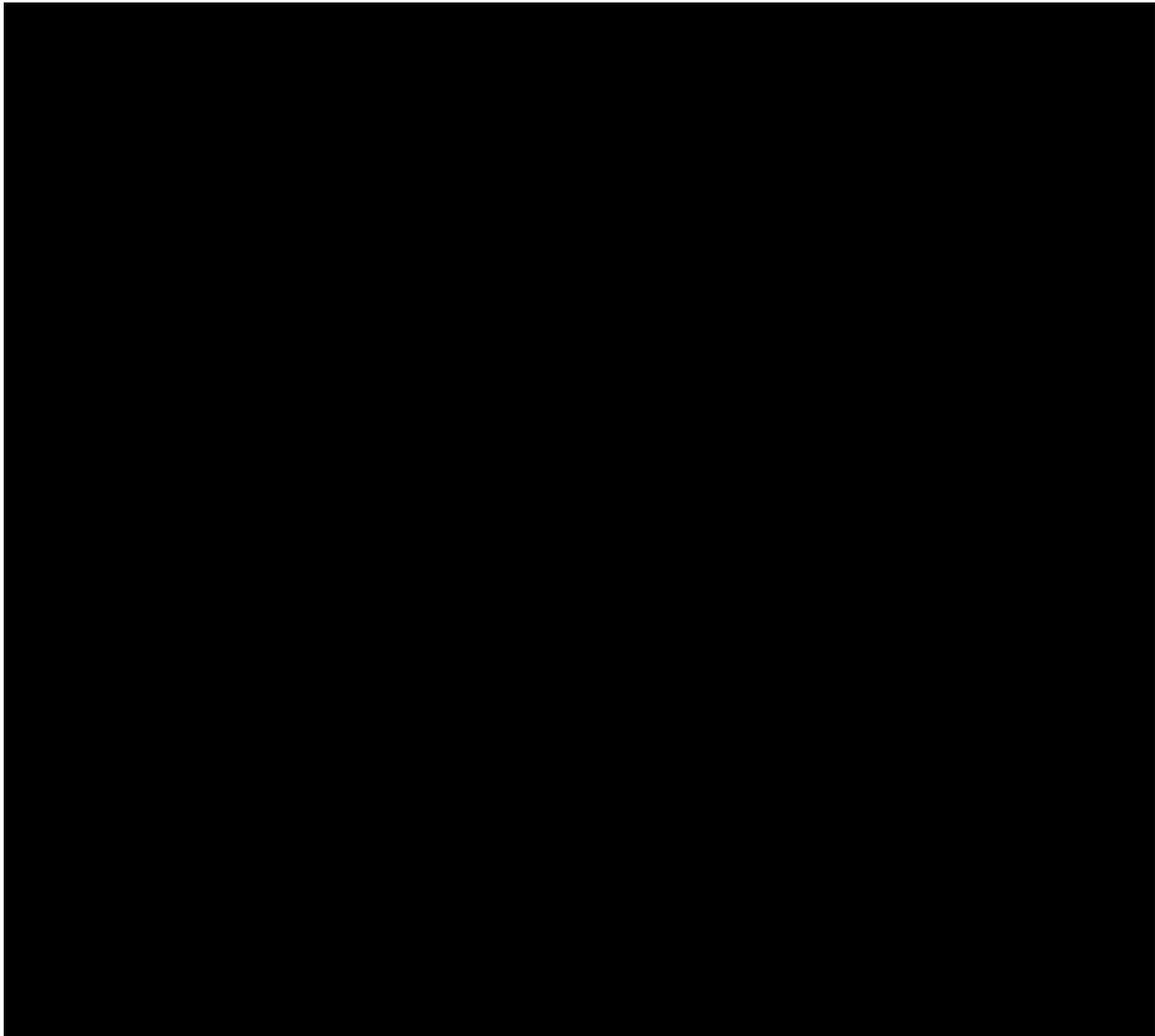


**Annex B – Vaccination Centres – NOT USED**

## **Annex C- The Supplier Training Pathways**







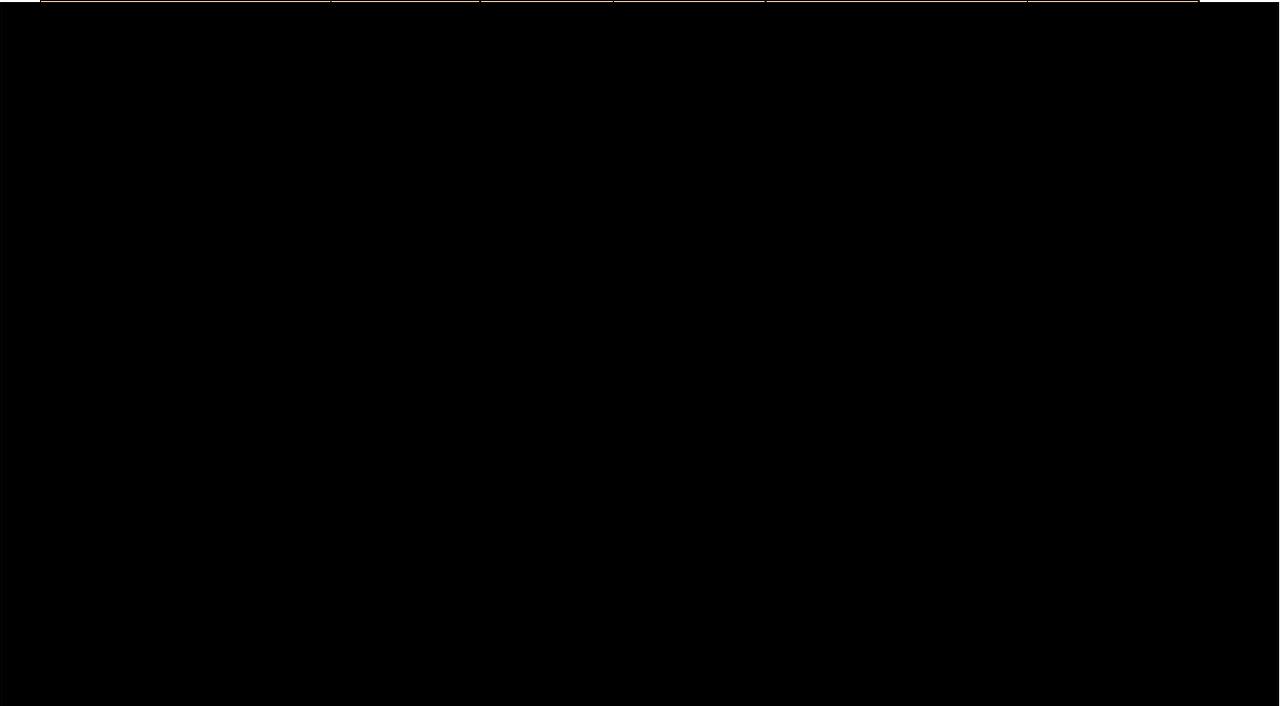
**Annex D- Training and Requirements overview per Role**

	<b>Vaccination Volunteers</b>	<b>Vaccination Care Volunteers</b>	<b>Patient Advocate</b>
Role Summary	Vaccination administration	Support to citizens post vaccination, escalation of medical emergencies and immediate treatment of those in anaphylaxis	Meet and greet citizens paying attention to the frail, elderly, those with disabilities or different needs

Role Requirements (as dictated by NHSEI)	Minimum 2 A Levels or equivalent Fitness for role Enhanced DBS Experience in a care / advising role Occupational health clearance and identified as 'low' risk	Fitness for role Enhanced DBS Experience in a care / advising role Occupational health clearance and identified as 'low' risk	Enhanced DBS Good people skills Experience in a care / advising role Occupational health clearance and identified as 'low' risk
Training Components (overview)	Infection prevention and control Personal protective equipment (PPE) The ability to identify and prepare the injection site and administer a predrawn vaccine Support of a patient suffering a severe allergic reaction Administration of an adrenaline auto-injector (epi-pen) The ability to respond to a patient who is not breathing – Primary survey, chest compression only CPR, AED Ability to respond to patients who have fainted or having a panic attack	Infection prevention and control Personal protective equipment (PPE) Support of a patient suffering a severe allergic reaction Administration of an adrenaline autoinjector (epi- pen) The ability to respond to a patient who is not breathing – Primary survey, chest compression only CPR, AED Ability to respond to patients who have fainted or having a panic attack	Infection prevention and control Personal protective equipment (PPE) Understanding of their role and responsibilities Understand the importance of patient care The ability to respond to a patient who is not breathing – Primary survey, chest compression only CPR, AED
Training Commitment	21.5 hours training Mix of face to face and online learning	13.5 hours of training Mix of face to face and online	12.5 hours of training Mix of face to face and online learning

## Annex E- Supplier Demand Forecast

The information provided in this schedule provides a baseline for services that may be required from 22 December 2022 to 31 March 2023, and which the Supplier has agreed to attempt to mobilise to support the Covid-19 Vaccination Programme.



**Annex F- Primary Care Networks – NOT USED**

**Annex G – Supplier Job Role Detailed Descriptions – NOT USED**

## **Annex H – Volunteer Agreement Template**

### **ON LEAD PROVIDER LETTERHEAD**

#### **Volunteer Agreement for Covid-19 Vaccination Programme**

Thank you for offering to provide your services as a volunteer to assist with the national Covid-19 Vaccination Programme.

The Trust identified above is the Lead Provider locally supporting the national Covid-19 Vaccination Programme, and this letter sets out our expectations on you as a volunteer participating in the national Covid-19 Vaccination Programme.

#### **Volunteer role**

Your volunteer role as volunteer is as set out in the volunteer role description provided to you by your voluntary body.

You will be notified of available volunteer shifts in advance, and where you have committed to undertaking a particular volunteer shift, it is important that you notify your voluntary body as soon as possible if, for any reason, you become unable to perform that shift.

You are expected to perform your role to the best of your ability and to follow the procedures and standards, including health and safety, infection prevention and control and equal opportunities in place with the Lead Provider identified below, and any other procedures operated by the vaccination site to which you are deployed as are notified to you as part of your on-boarding processes with vaccination site provider.

You will comply with our data protection policy and patient confidentiality policies and procedures as notified to you on your initial on-boarding with us as the Lead Provider. You acknowledge that as the Lead Provider we will process certain information about you, including information shared by your voluntary body.

#### **Induction and training**

Central induction, and any clinical training where relevant to your volunteer role, is provided by us as the Lead Provider, and a location orientation induction will be provided for each local vaccination site you volunteer to support.

You will be asked to report to the shift team leader at the local vaccination site where you have volunteer, and any concerns should be raised with them in the first instance.

Where you have a clinical role, you must comply with our clinical governance procedures and any other procedures notified to you by the provider who is operating the vaccination centre where you are volunteering.

You will only be permitted to undertake voluntary shifts as a Vaccination Volunteer as long as you are, and remain, qualified and entitled to administer COVID-19 and flu vaccinations under an NHS or local authority occupational health scheme under the Human Medicines Regulations 2012 (as amended by the Human Medicines (Coronavirus and Influenza) (Amendment) Regulations 2020). This includes a requirement to maintain any relevant qualification or professional registration. You must inform your voluntary organisation of any changes to this position.

#### **Insurance**

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Your voluntary body will provide adequate insurance cover for you while you are undertaking voluntary work approved and authorised under the national volunteer scheme. You agree not to make any claims against us, as the Lead Provider, the local vaccination provider or NHS England.

### **Confidentiality**

In the course of undertaking voluntary work as part of the Covid-19 Vaccination Programme, you may have access to confidential information relating to the Lead Provider identified below, the vaccination provider delivering the vaccination site where you have been deployed, and information about staff and patients working or attending the vaccination site.

You are expected to keep all information about the programme confidential, and not to discuss or disclose any aspect of your volunteering experience with any other person at any time.

You are asked not to make any public statements or comments about your volunteering role, or the procedures and practices in place as part of the Covid-19 Vaccination Programme, given the sensitive nature of the role and the programme. You are not permitted to take photographs or video recordings during your volunteer shift.

These restrictions are to protect patients, but are not designed to prevent you from disclosing confidential information where it is required by law, for regulatory compliance purposes or for the purpose of making a protected disclosure under the whistleblowing legislation.

### **Status**

This agreement is binding in honour only, is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of the Lead Provider, or any local vaccination provider with whom you are deployed. Neither of us intends any employment relationship to be created either now or at any time in the future.

By signing/click accept you acknowledge that you agree to the conditions on which you are invited to participate as a volunteer with us as the Lead Provider and your agreement to comply with these principles.

## **Annex I- Programme Overview Pack**

**[COPY WILL BE INSERTED]**



## SCHEDULE 5A MOBILE TREATMENT CENTRES MTC SERVICES

1. The Supplier will make available to the Authority and each Vehicle Host, MTC Vehicles which are owned and operated by the Supplier for use as a mobile centre from which the Vehicle Host can deliver vaccination service close to the service user.
2. The Supplier is the owner of the MTC Vehicles, and each MTC Vehicle will comply with the specification set out in Annex 1 to this Schedule 5A. The Authority acknowledges that the MTC are not new vehicles, nor are they solely dedicated to the Programme. The Supplier shall be entitled to select individual vehicles from its existing fleet, providing that at all times the MTC supplied does not contain any unauthorised changes to the manufacturer specification, and fully complies with the MTC Specification in Annex 1.
3. Each deployment shall consist of a Vehicle and an accompanying Driver. The MTC Charges (as more particularly defined in Schedule 6) shall include the costs for the Vehicle and the Driver.
4. The Supplier shall ensure that each Vehicle Host shall have quiet enjoyment of the MTC whilst deployed at a Deployment Location, save to the extent that the Supplier may be required to carry out any onsite inspection or maintenance activity. The Authority acknowledges that ownership of the MTC shall not pass to the Authority or any Lead Provider or Vehicle Host.
5. The Authority shall procure that Lead Providers request deployment of the Vehicles in accordance with the deployment protocol set out in Annex 2 (**Deployment Protocol**).
6. Following acceptance of a deployment request, the Supplier shall ensure that the Vehicle is delivered to the Deployment Location and has been set up ready-for-use and fully operational no later than 9am as set out in the Deployment Protocol. On arrival at a Deployment Location, the Driver will comply with any directions from the Vehicle Host, and provide such onsite handover. The Supplier shall ensure that the MTC are delivered using reasonable skill and care by experienced Drivers so as to be delivered in good and useable condition and fit for purpose as an operational mobile vaccination clinic. Following delivery of the Vehicle to the Deployment Location, the Vehicle Host shall complete an onsite inspection in accordance with the SOP to confirm the suitability of the MTC. The Supplier acknowledges that acceptance of the MTC does not waive any rights of the Vehicle Host or the Authority with regards to any defects or deficiencies with the MTC whilst in operation, but that failure to confirm the MTC will result in no liability on the part of the Authority to pay the MTC Deployment Fee.
7. The Supplier acknowledges that each MTC shall be delivered to a Deployment Location for the specified period, and remain in situ for the agreed deployment period. At the end of each deployment the Supplier shall collect and remove the Vehicle from the Deployment Location, in accordance with the Deployment Protocol
8. The Supplier remains solely liable and responsible for the upkeep, cleaning and maintenance of the MTC, including routine deep cleaning to covid-19 safe protocols and good clinical practice at least once in any calendar month, and ensuring that all MTC deployed in the Programme are appropriately maintained and inspected for damage prior

to deployment. The Supplier will ensure that all vehicle specific consumables, and equipment within the MTC are fully useable in accordance with manufacturer specification.

9. The Supplier warrants and undertakes that it shall carry out planned and preventative maintenance and repairs in accordance with the original equipment manufacturer's guidance and recommendations. The Supplier will provide copies of all maintenance logs and records of activities at the request of the Authority or a Vehicle Host in order to provide assurance on any particular vehicle or to respond to any specific incidents or claims arising in respect of any particular vehicle. All maintenance and servicing shall be carried out with reasonable skill and care, in accordance with the Law, Good Industry Practice and all guidelines and recommendations of the original equipment manufacturer.
  - 9.1. Where any removable items or equipment within the MTC require replacement or repair, the Supplier shall promptly procure a repair or replacement (as appropriate), or where this is undertaken by the operator of the MTC on each Deployment, the costs of any repair or replacement may be recharged to the Supplier by the Authority.
  - 9.2. The Supplier will ensure that all MTC Vehicles are clean in accordance with Covid-19 protocols prior to deployment and are subject to routine deep cleaning in accordance with good clinical practice at least once in any calendar month, and will provide copies of cleaning records to the Authority or any Vehicle Host on request.
10. The Supplier shall make good at the Supplier's expense any damage to any property or equipment caused by the Supplier when providing any maintenance to the MTC whilst onsite, or for any damage caused by the presence of the MTC at the Deployed Location.
11. The Supplier acknowledges that the Authority is relying on the skill and judgement of the Supplier in the provision of the MTC and the Supplier shall ensure that the MTC Services are delivered and performed in accordance with all applicable Law, Good Industry Practice and the Deployment Protocol.
12. The Supplier acknowledges and agrees that where an MTC Vehicle is booked for deployment in accordance with the Deployment Protocol, delivery to the Deployment Location at the scheduled time is of the essence, and failure of the MTC Vehicle to be ready for use as scheduled will have a material impact on the ability of a the Vehicle Host to deliver vaccination and the Programme. The Authority reserves the right to withhold part-payment for the MTC Service Charge where there is a material delay in arrival and handover, and shall not be liable for any payment where the Vehicle is not provided as scheduled.
13. The Supplier acknowledges that as owner of the MTC vehicle, it is liable for their use and deployment. The Supplier accepts responsibility for all damage to the MTC Vehicle prior to the agreed handover protocol, and for all other damage (including fair wear and tear) save to the extent that the damage is caused by wilful damage by the Vehicle Host, an NHS Third Party or any individual employed or engaged by the Vehicle Host (other than a Deployable Volunteer). The Supplier shall ensure that its authorised personnel remain onsite with the MTC Vehicle at all times, and shall be responsible for ensuring the security of the MTC Vehicle. The Supplier acknowledges that neither the Authority, nor a Vehicle Host nor any NHS Third Party shall be responsible for securing the location at which an MTC Vehicle is deployed.

14. The Authority will procure that the Vehicle Host shall procure that the Supplier is able to access the Deployment Location under a licence for the duration of the scheduled deployment. The Supplier acknowledges that there is no intention on the part of the Authority or Vehicle Host to create a tenancy of any nature in favour of the Supplier. The Supplier shall observe and comply with any rules and regulations at each site as are notified to it by the Vehicle Host and shall be responsible for the full cost of making good any damage at a Deployment Location, whether caused by the Supplier Staff or the Vehicle (which shall include without limitation, damage to the fabric of any buildings, plant, fixed equipment or fittings at the Deployment Location).
15. The Supplier will take out and maintain insurance in respect of all liabilities that may arise through the deployment and use of the Vehicles as further specified in Schedule 1 and Schedule 2.
16. The Supplier will use all reasonable efforts to ensure that a Vehicle is provided to complete a requested deployment, and acknowledges that the failure to supply a booked Vehicle will have a material impact on the ability of the Vehicle Host to deliver its scheduled vaccination activity
17. Reporting updates in respect of the MTC Services are to be provided weekly by the Supplier to the Authority in accordance with the KPI requirements in Part 1 of Schedule 5.

## **ANNEX 1 – MTC Vehicle Specification**

Vehicle characteristics:

- Dimensions: length 7,010mm (23') x width 2,300mm (7'7") x height 3,048mm (10')
- Patient treatment area with seating for two patients and an examination couch
- Separate crew welfare compartment with small couch and storage area
- Driver/Operator cab
- Each area is accessed by steps is not wheelchair accessible
- Some newer vehicles have a sink to wash hands

Each vehicle has the following capability/equipment:

- First aid consumables
- Electric power (diesel generator providing up to 6 hours and mains connection)
- Water supply (some with capability to connect to mains supply)
- Advisory External Defibrillator (AED)
- Portable Suction Unit
- Medical gasses (on request)

Each vehicle will comply with all applicable Laws and NHS guidance for mobile treatment centers including but not limited to:

- Eligibility criteria for Patient Transport Services (PTS) DoH, 2007
- Code of Practice for Private Ambulance Operators
- Infection Control Guidelines for Ambulance Staff
- Our Health, Our Care, Our Say: A New Direction for Community Services. DoH 2006.

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## **ANNEX 2 – MTC Deployment Protocol**

1. The Supplier has up to 50 MTCs Vehicles available to support the Programme, although only 20 are expected to be deployed to support the Programme on any one day.
2. Requests for deployment of MTCs must be authorised by a Lead Provider, who are to confirm availability for tasking with SJA Regional Coordinators. Where the proposed Vehicle Host is not a Lead Provider, such NHS Third Parties may coordinate with SJA Regional Coordinators to identify availability of a MTC for deployment, but the authority for deployment remains with the Lead Provider, who is to authorise all requests and confirm availability with the Supplier. The Authority is not obliged to pay for deployment of any MTC which is not authorised by the proper channels.

Lead Providers are to provide SJA Regional Coordinators with at least 10 days' notice for requested deployments.

Routine deployment times for MTCs Vehicles are 9.00am to 7.00pm. Deployments outside of these hours may be requested and agreed on a case-by-case basis. The period of contractual deployment will start and finish within the agreed daily tasking period, which is not to exceed the following:

- From arrival at the first designated MTC deployment location until departure from the last designated deployment location.

## SCHEDULE 5B HOUSEBOUND SERVICE

1. The Supplier will make available to the Authority and each Vehicle Host, HBS Vehicles which are owned and operated by, or supplied by, the Supplier for use to support the delivery of a roving vaccination service from which the Vehicle Host can deliver vaccination service to the home of each service user. The Supplier has access to up to 30 Vehicles capable of being deployed each operating day.
2. The Supplier has sufficient right and ability to deploy the HBS Vehicles, and each HBS Vehicle will comply with the specification set out in Annex 1 to this Schedule 5B. The Authority acknowledges that the Vehicles used for the HBS Services are not new vehicles, nor are they solely dedicated to the Programme. The Supplier shall be entitled to select individual vehicles, providing that at all times the Vehicle supplied does not contain any unauthorised changes to the manufacturer specification, and fully complies with the Specification in Annex 1 to this Schedule 5B.
3. The Authority acknowledges that ownership of the Vehicle shall not pass to the Authority or any Vehicle Host.
4. The Authority shall procure that Lead Providers request deployment of the Vehicles in accordance with the deployment protocol set out in Annex 2 (**HBS Deployment Protocol**).
5. The HBS Service shall include a Vehicle and a Driver to accompany the Vehicle and the Host Personnel for the full deployment period. The Supplier acknowledges that the HBS Service will involve driving the Vehicle between multiple locations in the area close to the Deployment Location during the deployment period. At the end of each deployment the Driver is responsible for returning the Host Personnel to the Deployment Location, and then returning the Vehicle to the Supplier.
6. Following acceptance of a deployment request, the Supplier shall ensure that the Vehicle is delivered to the Deployment Location and is ready-for-use and fully operational in accordance with the authorised referral as set out in the HBS Deployment Protocol. On arrival at a Deployment Location, the Driver will comply with any directions from the Vehicle Host. The Driver will support any route planning for the utilisation of the Vehicle in conjunction with the Vehicle Host.
7. The Supplier acknowledges that acceptance of the Vehicle on arrival by the Vehicle Host does not waive any rights of the Vehicle Host or the Authority with regards to any defects or deficiencies with the Vehicle in operation, but that failure to accept the Vehicle will result in no liability on the part of the Authority to pay the HBS Service Charges as set out in Part 3 of Schedule 6.
8. The Supplier acknowledges that it is solely responsible for the upkeep, cleaning and maintenance of the Vehicles and will ensure that all MTC deployed in connection with the Programme are appropriately maintained and inspected for damage prior to deployment.
9. The Supplier warrants and undertakes that it shall carry out planned and preventative maintenance and repairs on all Vehicles. The Supplier will provide copies of all maintenance logs and records of activities at the request of the Authority or a Vehicle Host

in order to provide assurance on any particularly vehicle or to respond to any specific incidents or claims arising in respect of particular Vehicle. All maintenance and servicing shall be carried out with reasonable skill and care, in accordance with the Law, Good Industry Practice and all guidelines and recommendations of the original equipment manufacturer.

10. The Supplier will ensure that all Vehicles are cleaned in accordance with Covid-19 protocols prior to deployment and are subject to routine deep cleaning in accordance with good clinical practice at least once in any calendar month, and will provide copies of cleaning records to the Authority or any Vehicle Host on request.
11. The Supplier shall make good at the Supplier's expense any damage to any property or equipment caused by the Driver or the Vehicle whilst deployed.
12. The Supplier acknowledges that the Authority is relying on the skill and judgement of the Supplier in the provision of the HBS Services and the Supplier shall ensure that the HBS Services are delivered and performed in accordance with all applicable Law, Good Industry Practice and the HBS Deployment Protocol.
13. The Supplier acknowledges and agrees that where a Vehicle is booked for deployment in accordance with the HBS Deployment Protocol, delivery to the Deployment Location at the scheduled time is of the essence, and failure of the Vehicle to be ready for use as scheduled will have a material impact on the ability of a the Vehicle Host to deliver vaccination services and the Programme. The Authority reserves the right to withhold partpayment for the HBS Service Charge where there is a material delay in arrival at the Deployment Location, or where the Vehicle is unable to complete a full deployment and the Authority shall not be liable for any payment where the Vehicle is not provided as scheduled.
14. The Supplier acknowledges that as owner of the Vehicle, it is liable for their use and deployment. The Supplier accepts responsibility for all damage to the Vehicle (including fair wear and tear) save to the extent that the damage is caused by wilful damage by the Vehicle Host, an NHS Third Party or any individual employed or engaged by the Vehicle Host (other than a Deployable Volunteer). The Supplier shall ensure that the Driver remains responsible for ensuring the security of the Vehicle at all times, particularly when parked in proximity to a service users residence. The Supplier acknowledges that neither the Authority, nor a Vehicle Host nor any NHS Third Party shall be responsible for securing any location visited by a Vehicle once deployed.
15. The Authority will procure that the Vehicle Host shall procure that the Supplier is able to access the Deployment Location under a licence for the duration of the scheduled deployment. The Supplier acknowledges that there is no intention on the part of the Authority or Vehicle Host to create a tenancy of any nature in favour of the Supplier. The Supplier shall observe and comply with any rules and regulations at each site as are notified to it by the Vehicle Host, and all traffic laws when driving the Vehicle under deployment.
16. The Supplier will take out and maintain insurance in respect of all liabilities that may arise through the deployment and use of the Vehicles as further specified in Schedule 1 and Schedule 2.

17. The Authority acknowledges that the Supplier may sub-contract the sourcing of the Vehicles to provide the HBS service to Enterprise Rent-A-Car UK Limited and/or Country Car and Van Rental, each of whom are a material sub-contractor in the context of the HBS Service.
18. The Supplier will use all reasonable efforts to ensure that a Vehicle is provided to complete a requested deployment, and acknowledges that the failure to supply a booked Vehicle will have a material impact on the ability of the Vehicle Host to deliver its scheduled vaccination activity.
19. Reporting updates in respect of the HBS Service are to be provided weekly by the Supplier to the Authority in accordance with KPI contractual requirements.

## **ANNEX 1 – HBS Specification**

Vehicle characteristics: HBS vehicles are to be Class 4 category vehicles, as defined by the UK DVLA, specific to any of the Class 4 sub-categories:

- Class A: Micro cars - including the likes of SMART cars and city commuter vehicles.
- Class B: Super minis - this includes Vauxhall Corsa's, Ford Fiesta's, Volkswagen Polo's and alike.
- Class C: Small family vehicles - including the likes of the Ford Focus, Vauxhall Astra and Volkswagen Golf.
- Class D: Larger family cars - i.e. the Ford Mondeo, BMW 3 series, etc.
- Class E: Executive cars - such as the Volvo S80, Audi A5 or BMW 5 Series.
- Class F: Large luxury cars - Mercedes S class, Audi A8, etc.
- Class S: Sports cars - such as the MGF Sports car, Volvo C70, Audi TT, Porsche Boxster, etc.
- Class M: Multi-purpose vehicles (i.e. MPVs) - includes the Vauxhall Zafira, Ford Galaxy, Ford S-Max, etc.
- Class J: 4 wheel drive (4x4) vehicles - including the Land Rover, Jeep, Toyota Tundra, etc.

## **ANNEX 2 – HBS Deployment Protocol**

The Supplier has up to 30 Vehicles available to support roving vaccination services capable of arriving at individual service users homes as part of the Programme.

Requests for deployment of Vehicles must be authorised by a Lead Provider, who are to confirm availability for tasking with SJA Regional Coordinators. Where the proposed Vehicle Host is not a Lead Provider, such NHS Third Parties may coordinate with SJA Regional Coordinators to identify availability of a Vehicle for deployment under the HBS Service, but the authority for deployment remains with the Lead Provider, who is to authorise all requests and confirm availability with the Supplier. The Authority is not obliged to pay for deployment of any Vehicle under the HBS Service which is not authorised by the proper channels.

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Lead Providers are to provide SJA Regional Coordinators with at least 5 days' notice for requested deployments:

Routine deployment times for HBS Vehicles are 9.00am to 7.00pm. Deployments outside of these hours may be requested and agreed on a case-by-case basis. The period of contractual deployment will start and finish within the agreed daily tasking period, which is not to exceed the following:

- From arrival at the first designated deployment location until departure from the last designated deployment location.

## **Schedule 6**

### **Commercial Schedule PART 1 Deployable Volunteers**

The cost to deploy each Deployable Volunteer, per hour is a fixed price of £12.50 exclusive of VAT for each full shift delivered. This price is the same across all 7 regions and will apply for the duration of the Contract. Where a partial shift is completed, the rate will be applied pro rata.

For the avoidance of doubt, the Authority will pay for a shift completed for the purpose of necessary training, including on the day orientation, but where a Lead Provider refuses to accept a Volunteer on the day of a scheduled shift (whether by reason of health of the Volunteer; where necessary training has not been completed by the Volunteer or where any element of the Pre-Engagement Pack and any relevant required information shared with the Lead Provider is found to be incomplete or inaccurate) the Authority shall not be required to pay for such volunteer.

Where the Lead Provider refuses to accept a Volunteer on the day of a scheduled shift for operational reasons only, the Authority will at its sole discretion pay for a maximum of 2 hours per Volunteer.

The Authority will be invoiced monthly in arrears for the total cost over that monthly period for the total shifts delivered in each region in the contract month together with sufficient supporting information to verify the invoice.

The Supplier will include as part of its invoice a Regional Breakdown of the costs associated with the Volunteers. For example as per the following table:

Region	Total Number of Volunteers Deployed	Total Number of completed full Shifts delivered	Cost per NHS Region


Where the Supplier deploys Paid Staff (by agreement with the regional leads in accordance with the process set out in paragraph 22 of Schedule 5 above) instead of the £12.50/hour charge for a Deployable Volunteer, the Supplier may charge the sum of £18.50 per hour. The Supplier shall provide a full breakdown of the number of Paid Staff deployed, the date and locations of each deployment, and a timesheet of the hours deployed. Paid Staff shall be shown as a separate line entry on each invoice.

With effect from 23 December 2021, in addition to the charge for hours delivered by the Deployable Volunteers, the Authority shall pay a management fee to be applied to the total value of the charges for the Deployable Volunteers in each contract month at a rate of 10% up to a maximum charge of £70,000 per month (**Management Fee**). For the avoidance of doubt the Management Fee shall not be applied to any fees or charges in relation to Paid Staff, any recruitment, training and kitting-out costs or any Vehicle Charges (under Part 2 of Schedule 6 below).

The Management Fee is to cover the following additional overheads incurred by the Supplier in the ongoing support and management of the Programme, and will be subject to a review on a monthly basis based on evidence of the costs incurred by the Supplier to facilitate each of these cost items:

- Volunteer Management Teams:
  - Volunteer Managers across the country to provide line management, welfare and ongoing support as required.
  - Field based Co-ordinators to liaise with NHS providers and ensure the relationship is managed effectively.
  - Administration teams to effectively roster volunteers onto systems and provide accurate data reporting.
  - Central Management team of Director, Head of and National Operations Managers to oversee day-to-day operational delivery.
  - Finance & Data
  - Dedicated finance support to provide ongoing monitoring, invoicing and reconciliation.
  - Relationship management with NHS finance teams
  - Dashboard reporting and auditing
  - IT and digital licences required for volunteers to access SJA systems
  - Inflation and NI increase
  - Provision to account for yearly inflation and NI increases to the infrastructure and costs incurred by the charity.

[REDACTED]

[REDACTED]

[REDACTED]

The MTC Service Charge includes all delivery costs, fuel costs, licensing, insurance and road taxes and charges. The Authority is not obliged to pay charges for any MTC Vehicle which is not deployed ready to use by 9am on the scheduled deployment day, or where a Vehicle becomes unusable by the Programme mid-deployment for reasons within the Suppliers reasonable control.

The Supplier will invoice the Authority monthly in arrears for all MTC deployments in the previous calendar month, and provide a breakdown of the deployments and Driver hours, and sufficient supporting information to enable the Authority to verify the invoice, including but not limited to a breakdown by Region as set out below.

Region	Total Number of MTC Deployed	Total Number of Driver Hours Complete	Cost per NHS Region

**HBS Service Charges:**

[REDACTED]

The HBS Service Charge includes all delivery costs, fuel costs, licensing, insurance and road taxes and charges. The Authority is not obliged to pay charges for any Vehicle which is not deployed ready to use by 9am on the scheduled deployment day, or where a Vehicle becomes unusable by the Programme mid-deployment for reasons within the Suppliers reasonable control.

The Supplier will invoice the Authority monthly in arrears for all HBS Vehicle deployments in the previous calendar month, and provide a breakdown of the deployments and Driver hours, and sufficient supporting information to enable the Authority to verify the invoice, including but not limited to a breakdown by Region as set out below.

Region	Total Number of HBS Deployments	Total Number of Driver Hours completed	Cost per NHS Region

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Allowable inclusive rental charges to the Programme are as follows:



### Schedule 7

#### Staff transfer

The optional parts of this Schedule 7 below shall only apply to this Contract where such parts have been checked.

**Part A  No staff transfer to the Supplier under TUPE (only applicable to the Contract if this box is checked)**

1.1 The Parties agree that at the commencement of the provision of Services by the Supplier TUPE, the Cabinet Office Statement and Fair Deal for Staff Pensions shall not apply so as to transfer the employment of any employees of the Authority or a Third Party to the Supplier.

1.2 If any person who is an employee of the Authority or a Third Party claims, or it is determined, that their contract of employment has been transferred from the Authority or Third Party to the Supplier or a Sub-contractor pursuant to TUPE, or claims that their employment would have so transferred had they not resigned, then:

1.2.1 the Supplier will, within seven (7) days of becoming aware of that fact, give notice in writing to the Authority;

1.2.2 the Authority or Third Party may offer employment to such person within twenty-eight (28) days of the notification by the Supplier;

1.2.3 if such offer of employment is accepted, the Supplier or a Sub-contractor shall immediately release the person from their employment;

1.2.4 if after that period specified in Clause 1.2.2 of Part A of this Schedule 7 has elapsed, no offer of employment has been made by the Authority or Third Party, or such offer has been made by the Authority or Third Party but not accepted within a reasonable time, the Supplier or Sub-contractor shall employ that person in accordance with its obligations and duties under TUPE and shall be responsible for all liabilities arising in respect of any such person and shall (where relevant) be bound to apply Fair Deal for Staff

Pensions in respect of any such person in accordance with the provisions of Part D of this Schedule 7.

## **Schedule 8**

### **Expert Determination**

#### **1 Dispute Process**

- 1.1 During any Dispute, including a Dispute as to the validity of the Contract, it is agreed that the Supplier shall continue its performance of the provisions of the Contract (unless the Authority requests in writing that the Supplier does not do so).
- 1.2 In the case of a Dispute the Supplier and the Authority shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the Dispute and shall follow the procedure set out in this Schedule 8.
- 1.3 In the event of a Dispute either Party may serve a Dispute Notice on the other Party to commence formal resolution of the Dispute. The Dispute Notice shall set out:
- 1.3.1 the material particulars of the Dispute; and
  - 1.3.2 the reasons why the Party serving the Dispute Notice believes the Dispute has arisen.
- 1.4 Following the service of a Dispute Notice the Parties shall first seek to resolve the Dispute by convening a meeting between the Authority's Contract Manager and the Supplier's Contract Manager (together the "**Contract Managers**").
- 1.4.1 The meeting of the Contract Managers must take place within five (5) Business Days of the date of the Dispute Notice (the "**Dispute Meeting**").
  - 1.4.2 The Contract Managers shall be given ten (10) Business Days following the date of the Dispute Meeting to resolve the Dispute.
  - 1.4.3 The Contract Managers can agree to further meetings at levels 2 and/or 3, as referred to at Clause 5.1 of the Key Provisions in Schedule 1, in addition to the Dispute Meeting, but such meetings must be held within the ten (10) Business Day timetable
  - 1.4.4 If at any point it becomes clear that the timetable set out cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the timetable.
- 1.5 If the procedure set out in paragraph 1.4 of this Schedule 8 has been exhausted and fails to resolve the Dispute either Party may request the Dispute be resolved by way of a binding expert determination (pursuant to paragraph 1.6 of this Schedule 8). For the avoidance of doubt, the Expert shall determine all matters (including, without limitation, matters of contractual construction and interpretation) in connection with any Dispute referred to binding expert determination pursuant to paragraph 1.6 of this Schedule 8.

- 1.6 Where the Dispute is referred to binding expert determination the following process will apply:
- 1.6.1 The Party wishing to refer the Dispute to expert determination shall give notice in writing to the other Party informing it of its wish to refer the Dispute to expert determination and giving brief details of its position in the Dispute.
- 1.6.2 The Parties shall attempt to agree upon a single expert (who must have no connection with the Dispute unless both Parties have consented in writing) (an “**Expert**”). For the avoidance of doubt, where the Dispute relates to contractual interpretation and construction, the Expert may be Queen’s Counsel. In the event that the Parties fail to agree upon an Expert within five (5) Business Days following the date of the notice referred to in paragraph 1.6.1 of this Schedule 8 (or if the person agreed upon is unable or unwilling to act), the Parties agree that the Expert will be nominated and confirmed to be appointed by the Centre for Effective Dispute Resolution.
- 1.6.3 The Expert must be willing and able to complete the expert determination process within thirty (30) Business Days of the Date of Final Representations (as defined in paragraph 1.6.5 of this Schedule 8).
- 1.6.4 The Expert shall act as an expert not as an arbitrator or legal advisor. There will be no formal hearing and the Expert shall regulate the procedure as he sees fit.
- 1.6.5 The Parties shall each have the right to make written representations to the Expert and will, with reasonable promptness, provide the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision. Such representations must be made within twenty eight (28) Business Days of the Expert being appointed, or fourteen (14) Business Days after the last documents requested by the Expert have been provided to the Expert, whichever is the later (“**Date of Final Representations**”). Any documents provided to the Expert and any correspondence to or from the Expert, including email exchanges, shall be copied to the other Party simultaneously.
- 1.6.6 The Expert shall have the power to open up, review and revise any certificate, opinion, requisition or notice and to determine all matters in Dispute (including his jurisdiction to determine matters that have been referred to him).
- 1.6.7 The Expert may take such advice and assistance from professional advisers or other third parties as he reasonably considers appropriate to enable him to reach a determination of the Dispute and may issue orders that one or both of the Parties are to pay such third party costs, stating the proportion. For the avoidance of doubt, where the Expert is not King's Counsel, and the Expert requires advice or assistance on matters of contractual interpretation and construction, the expert may take such advice and assistance from a third party King's Counsel of their choosing under this paragraph 1.6.7 of this Schedule 8. The Parties will pay any such third party costs incurred pursuant to this paragraph 1.6.7 of this Schedule 8 in such proportions as the Expert shall order. In the absence of such order such third party costs will be paid equally.

- 1.6.8 The Expert shall provide the Parties with a written determination of the Dispute (the “**Expert’s Decision**”) within thirty (30) Business Days of the  
Date of Final Representations, which shall, in the absence of fraud or manifest error, be final and binding on the Parties.
- 1.6.9 The Expert’s Decision shall include reasons.
- 1.6.10 The Parties agree to implement the Expert’s Decision within five (5) Business Days of the Expert’s Decision being provided to them or as otherwise specified as part of the Expert’s Decision.
- 1.6.11 The Parties agree that the Expert shall be entitled to proceed to give his binding determination should one or both Parties fail to act in accordance with the procedural timetable set out above.
- 1.6.12 The Parties will pay the Expert’s costs in such proportions as the Expert shall determine. In the absence of such determination such costs will be shared equally.
- 1.6.13 The Parties agree to keep confidential all information arising out of or in connection with the expert determination, including details of the underlying Dispute, except where disclosure is required by Law.
- 1.7 Nothing in this Contract shall prevent:
- 1.7.1 the Authority taking action in any court in relation to any death or personal injury arising or allegedly arising in connection with the provision of the Services;  
or
- 1.7.2 either Party seeking from any court any interim or provisional relief that may be necessary to protect the rights or property of that Party (including Intellectual Property Rights) or which relates to the safety of patients and other service users or the security of Confidential Information, pending the resolution of the relevant Dispute in accordance with the Dispute Resolution Procedure.
- 1.8 Subject to paragraph **1.7** of this Schedule 8 neither Party may commence legal proceedings in relation to a Dispute until the dispute resolution procedures set out in this Schedule 8 have been exhausted. For the avoidance of doubt, either Party may commence legal proceedings to enforce the Expert’s Decision.
- 1.9 This Schedule 8 shall survive the expiry of or earlier termination of this Contract for any reason.

## **Schedule 9**

### **Authority Obligations**

#### **1 Access to Information and Data**

- 1.1 The Authority and the Lead Providers will provide to the Supplier access to the following information and data to support the delivery:  
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- 1.1.1 Number of Volunteers required for each role per Lead Provider;
- 1.1.2 Dates of when Volunteers will be required;
- 1.1.3 Shift timings where Volunteers are required;
- 1.1.4 Contact details of who Volunteers must report to for a shift;
- 1.1.5 All other additional information as required by the Supplier to enable the upload of relevant Volunteer shifts for the GRS system.

## **2 Access to Support and NHS England expertise**

- 2.1 Where required, the Authority will provide the Supplier with reasonable support and assistance on training and requirements for the COVID-19 vaccination programme as offered to the Authority Beneficiaries.
- 2.2 The area of expertise includes but is not limited to:
  - 2.2.1 Training requirements for Workforce;
  - 2.2.2 Workforce modelling for the Flu and COVID-19 vaccine programme;
  - 2.2.3 Clinical guidance for the Flu and COVID-19 vaccine programme;

## **3 Face to Face Inductions and vaccine specific training to be coordinated by the Lead Provider and vaccination site leads.**

- 3.1 The Authority will ensure relevant Face to Face Inductions for all Deployable Volunteers and competency assessment (where applicable) are scheduled by the Lead Provider to whom a Deployable Volunteer is allocated and, the NHS Third Party to whom a Deployable Volunteer is assigned for a specific shift. The Supplier will be responsible for ensuring that each Deployable Volunteer attends all relevant Supplier or Lead Provider training, and the Authority and/or Lead Provider shall be entitled to decline the services of any Volunteer who has not completed the relevant training.
- 3.2 Where the Authority indicates the requirement for Face to Face Inductions and any COVID-19 specific training elements, the Authority will undertake to provide that training to Deployable Volunteers.
- 3.3 The Authority shall enable appropriate interaction between the Lead Provider and Supplier to co-ordinate access to relevant training, and will procure that the Lead Provider makes available information on the location and format of the training prior to the date that the training will commence.
- 3.4 The Authority reserves the right to amend the required training requirements as more information becomes available for the Flu and COVID-19 vaccination programme.

#### **4 Access to PPE**

4.1 The Authority will provide all Volunteers deployed to site with access to relevant PPE to enable effective delivery of the COVID-19 Vaccine Programme via the Lead Provider or the NHS Third Party to whom an individual Volunteer is deployed.

#### **5 Vehicle Services**

5.1 The Authority will communicate to all Vehicle Hosts:

5.1.1 the basic site requirements suitable for deployment of the Vehicles as are notified to the Authority by the Supplier in writing;

5.1.2 the need to ensure a designated Host Contact for each Deployment Location to be responsible for operation of the vehicle at that Deployment Location;

5.1.3 that whilst each MTC or HBS will be delivered in a ready-to-use and Covid19 clean environment, each Vehicle Host is responsible for ensuring routine internal cleaning of the vehicle whilst deployed; and

5.1.4 the need to promptly report to the Supplier any accidental damage or wear and tear to the vehicle to enable the Supplier to repair and maintain the vehicles.