Framework Schedule 6 (Order Form Template and Call-Off Schedules
Order Form

CALL-OFF REF & TITLE:	**C243834 MHRA Occupational Health Services**
THE BUYER:	**THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE, acting through THE MEDICINES AND HEALTHCARE PRODUCTS REGULATORY AGENCY (MHRA), acting as part of the Crown**
BUYER ADDRESS	**10 South Colonnade, Canary Wharf, London E14 4PU**
THE SUPPLIER:	**People Asset Management Limited (Trading as PAM OH Solutions)**
SUPPLIER ADDRESS:	**Holly House, 73-75 Sankey Street, Warrington, WA1 1SL**
REGISTRATION NUMBER:	**05199107**
DUNS NUMBER:	**217031036**
SID4GOV ID:	**N/A**

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 15/12/2023. It's issued under the Framework Contract with the reference number RM6182 for the provision of Occupational Health, Employee Assistance Programmes and Eye Care Services.

CALL-OFF LOT(S):

Lot 2: Occupational Health Services on a National Basis.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6182 – see separate attachment.
3. The following Schedules in equal order of precedence:
   - Joint Schedules for RM6182
     - Joint Schedule 2 (Variation Form) – template appended below
     - Joint Schedule 3 (Insurance Requirements) – standard provisions apply - see separate attachment
     - Joint Schedule 4 (Commercially Sensitive Information) – appended below
     - Joint Schedule 10 (Rectification Plan) – template appended below
     - Joint Schedule 11 (Processing Data) – appended below
   - Call-Off Schedules for RM6182
     - Call-Off Schedule 1 (Transparency Reports) – appended below
     - Call-Off Schedule 2 (Staff Transfer) – Part E may apply (see CCS records/Framework for details)
     - Call-Off Schedule 3 (Continuous Improvement) – appended below
     - Call-Off Schedule 5 (Pricing Details) – appended below
     - Call-Off Schedule 7 (Key Supplier Staff) – appended below
     - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – appended below
     - Call-Off Schedule 9 (Security) - short form applies – appended below
     - Call-Off Schedule 10 (Exit Management) – appended below
     - Call-Off Schedule 14 (Service Levels) – appended below
     - Call-Off Schedule 20 (Call-Off Specification) – appended below
4. CCS Core Terms (version 3.0.10) – appended below.
5. Joint Schedule 5 (Corporate Social Responsibility) – see separate attachment.
6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above - appended below.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: **None**

CALL-OFF START DATE:	**18/01/2024 (to start implementation)** **01/04/2024 (Go-live)**
CALL-OFF EXPIRY DATE:	**30/03/2027, subject to earlier termination or optional extension (to 30/03/2028)**
CALL-OFF INITIAL PERIOD:	**36 Months**
OPTIONAL EXTENSION PERIOD:	**1 x 12 Months**

CALL-OFF DELIVERABLES
Option B: See full details in Call-Off Schedule 20 (Call-Off Specification).

A summary of the core requirements/Services are as follows (where requested by or agreed with the Buyer):

- Telephone Support Services - via non-premium rate number accessible from UK landlines, mobiles, and overseas (via a UK dialling code) available 08:00 to 18:00 Monday to Friday (excluding public holidays);
- Online Portal (called OHIO) – access via secure web-based client interface available 08:00 to 18:00 Monday to Friday (no integration with Buyer's systems);
- Publicity and Promotion;
- Referrals;
- Attendance Management Advice & Assessments and Attendance Reports;
- Case Conferences;
- Ill Health Retirement;
- Pre-Appointment/Employment Checks – to include online assessment process;
- Fitness for Task and Safety Critical Work Services;
- Health Surveillance Services;
- Hearing Tests and Baseline Hearing Tests;
- Treatments: Immunisations, Vaccinations, Inoculations, Medications & Blood Tests;
- Physiotherapy Services;
- Workplace Assessments and Diagnostics to support the Buyer's Personnel;
- Therapeutic Psychological Services;
- Consultancy Services; and
- Education and Awareness Programmes.

(Also the provision of exit support as required).

These requirements may be supplemented with associated services and goods. There shall be no commitment to or guarantee of the volume of work; nor any exclusivity with the appointed Supplier in relation to these Services. The Services will be provided using all reasonable skill and diligence, and in accordance with good industry practice;

the Supplier should also maintain SEQOHS accreditation (Safe Effective Quality Occupational Health Service) and ISO 9001 Quality Management accreditation.

Some of these Services will be provided by the onsite Occupational Health Advisor (OHA)/nurse working at the Buyer's premises in South Mimms Hertfordshire for a regular one (1) day per week; the Buyer reserves the right to request the scaling up of the onsite resourcing/presence to a regular two (2) or three (3) days per week with notice or some other pattern. Where possible the same OHA should be used but if not, other agreed individuals(s) from a pool of up to two (2) to provide the increase in days or for cover (continuity in resourcing is important due to security vetting).

The Supplier shall also provide a 24/7 service support centre with access to OH professionals for urgent queries; also provides a needle-stick injury helpline, Central Helpline, and Critical Incident Support Line.

The Supplier shall prepare and deliver to the Buyer for the Buyer's approval:

- A BCDR Plan - as soon as possible (this Plan should be tested regularly);
- An initial Continuous Improvement Plan for the first Contract Year - within six (6) Months following the Start Date; an annual updated Continuous Improvement Plan should be submitted for approval, thereafter;
- A Security Management Plan - within sixty (60) Working Days following the Start Date;
- An Exit Plan - within three Months following the Start Date.

(as per the relevant Call-Off Schedules appended below).

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

Redacted under FOIA Sect 43(2) Commercial Interests

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details).

The Charges can only be changed by agreement in writing between the Buyer and the Supplier. The rates/Charges shall be fixed for two (2) years. Any price increases after that would be in line with Redacted under FOIA Sect 43(2) Commercial Interests

The Call-Off Contract award value (for the maximum Contract Period) is estimated at up to a maximum of £310,000.00.

REIMBURSABLE EXPENSES: None

PAYMENT METHOD
Invoice(s) must be submitted electronically and be presented monthly in arrears (the annual fixed Charge/Price to be paid in monthly instalments). Other Charges to be invoiced on delivery or reconciled monthly. Each invoice shall be accompanied with a summarised MI report correlating with the items on the invoice to detail the breakdown of all costs.

The Buyer shall pay the appointed Supplier the Charges within thirty (30) days' of receipt of a valid, undisputed invoice.

The Buyer has a "no purchase order no pay policy" in place. Any work or expense the Supplier undertakes prior to receipt of a purchase order shall be undertaken solely at their risk. Any invoice submitted must display the valid purchase order number and the invoice value must not exceed the value of the purchase order. Invoices not meeting these requirements could be rejected and therefore payment delayed.

BUYER'S INVOICE ADDRESS
Accounts Payable
Medicines and Healthcare Products Regulatory Agency
10 South Colonnade, Canary Wharf
London E14 4PU
E: Accounts.payable@mhra.gov.uk

BUYER'S AUTHORISED REPRESENTATIVE (CONTRACT MANAGER)
Redacted under FOIA Section 40 Personal Info
Diversity and Staff Engagement Lead
Medicines and Healthcare products Regulatory Agency
10 South Colonnade, Canary Wharf
London E14 4PU
Redacted under FOIA Section 40 Personal Info

Further Buyer representatives shall be confirmed at implementation.

BUYER'S ENVIRONMENTAL POLICY

The Supplier shall minimise its environment impact in conducting its business practices and meet applicable Government Buying Standards where relevant to the Services: Sustainable procurement: the Government Buying Standards (GBS) - GOV.UK (www.gov.uk).

BUYER'S SECURITY POLICY

Call-Off Schedule 9 (Security) Short Form details apply.

The Supplier shall deliver the Services in accordance with the HMG Security Policy Framework: Security policy framework: protecting government assets - GOV.UK (www.gov.uk). The Supplier shall have and maintain a Cyber Essentials Scheme Basic Certificate, ISO 27001 Information Security Management and ISO 22301 Business Continuity accreditations. The Supplier's systems must be robust to securely hold Buyer information (including Personal Data) and to prevent unauthorised access or misuse, and conform with prevailing Data Protection legislation and other relevant industry security standards.

SUPPLIER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Section 40 Personal Info

People Asset Management Limited
Holly House, 73-75 Sankey Street
Warrington, WA1 1SL

Redacted under FOIA Section 40 Personal Info

SUPPLIER'S ACCOUNT/CONTRACT MANAGER

Redacted under FOIA Section 40 Personal Info

People Asset Management Limited
Holly House, 73-75 Sankey Street
Warrington, WA1 1SL

Redacted under FOIA Section 40 Personal Info

PROGRESS REPORTS/PERFORMANCE MANAGEMENT REPORTS FREQUENCY

- **A standard monthly report to be provided within five (5) working days of**

period end each month accessible online directly by the Buyer via the Supplier's OHIO platform (but can also be provided/emailed by the Supplier on request occasionally);

- **A quarterly report to be provided in the last week of each quarter period (to include an executive summary with details of service activity and ROI);**
- **An annual Service review in respect of each Contract Year shall also be provided within a fortnight of the end of that period (downloadable from platform as well);**
- **Other ad hoc reports/MI reports can be requested, with notice (as long as within system parameters) - supplied free of charge.**

The content and format to be agreed - some example reports have been provided for review; but shall include as a minimum (in one/more reports): a demographic breakdown of Service usage; numbers of enquiries; a breakdown of services/referrals and assessments; Performance Monitoring data/service levels and details of any complaints/issues or feedback; and details of any notable trends and proposed service enhancement opportunities/innovations.

The Buyer's designated representative(s) (including a few nominated superusers) will be given access via a secure client interface to the Supplier's online IT platform OHIO to data mine, download its standard reports/MI and create own MI reports within system parameters (usually returned in a few hours); any additional/custom report requirements can be built (charges apply). This system includes access to PAM's Health Risk Management dashboard to help the Buyer identify and predict health and wellbeing trends, drive targeted activity, and measure the impact of interventions.

The Supplier shall work with the Buyer to determine what preventative solutions can be implemented to address organisational attendance issues.

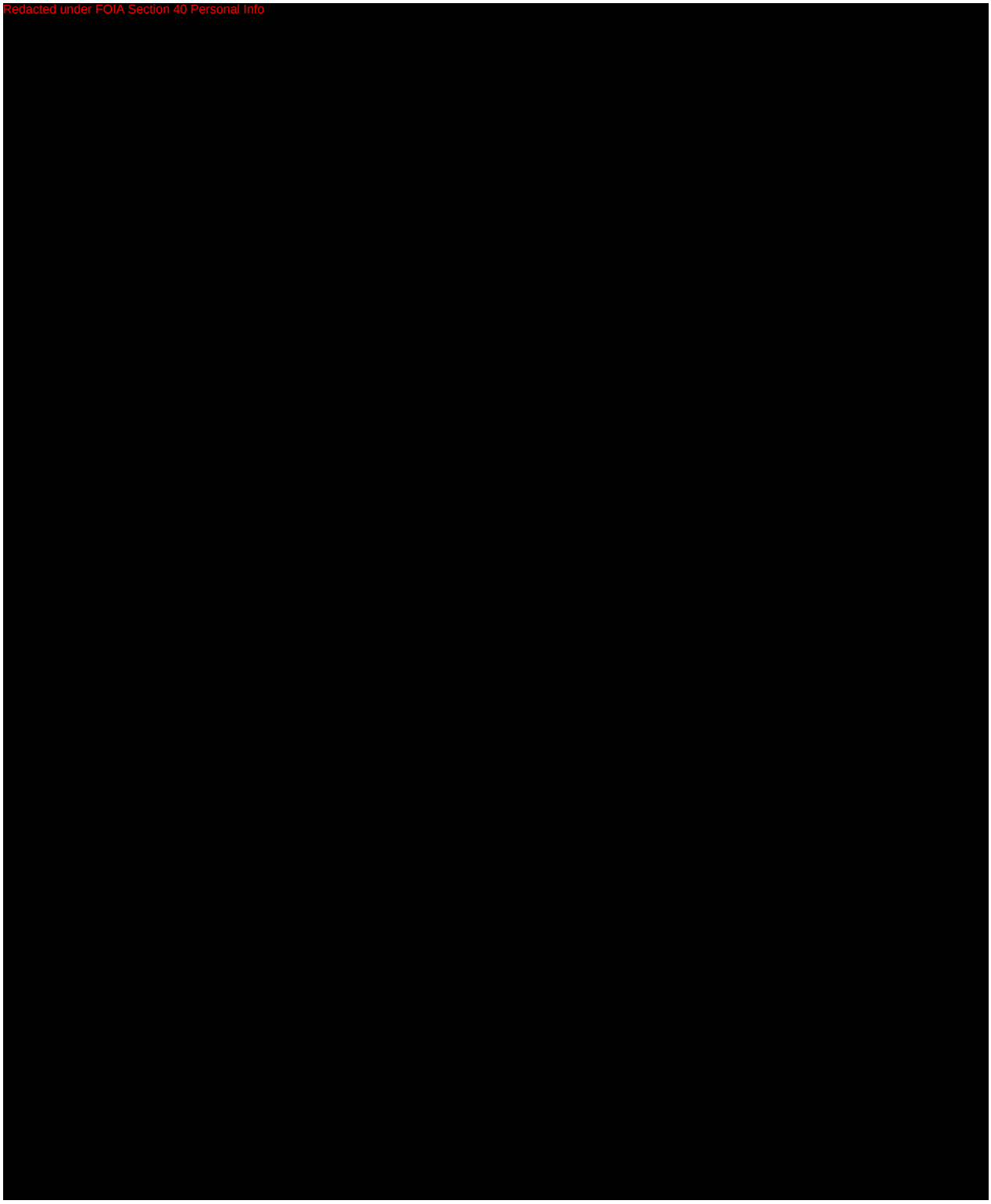
PROGRESS MEETINGS/PERFORMANCE MANAGEMENT MEETINGS FREQUENCY

- **Quarterly in the first/last Week of each quarter period.**

These meetings shall be used as a forum for the review of Performance Monitoring data/MI and other management reporting, and to discuss the Services including any recommendations for potential service improvements/innovations and market trends; an agenda will be agreed. The frequency may be changed to monthly if required. Virtual-video conferencing shall be used for most meetings; however, the Supplier may be requested to attend some face to face meetings in London at no additional cost.

KEY STAFF

Redacted under FOIA Section 40 Personal Info



Throughout the Call-Off Contract the **Account/Contract Manager and your Client Services Team** shall be responsible for:

- Regular reports to management and acting as the key point of contact for stakeholders involved in the Contract;
- Managing the day-to-day relationship and service quality/performance;
- Attending review meetings and managing any service improvement plans;
- Providing Management Information and suggesting appropriate actions;
- Driving recovery plans and service enhancements;
- Gaining an in-depth understanding of Buyer needs and culture
- Developing services in line with Buyer needs and the needs of key interest groups.

Redacted under FOIA Section 40 Personal Info

All staff used shall be experienced and have the relevant qualifications/expertise.

KEY SUBCONTRACTOR(S)
None.

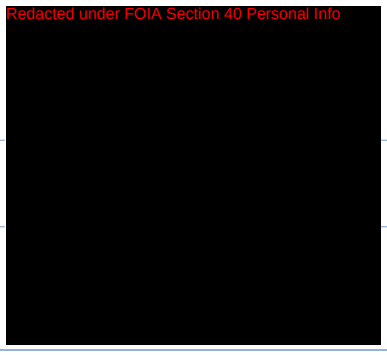
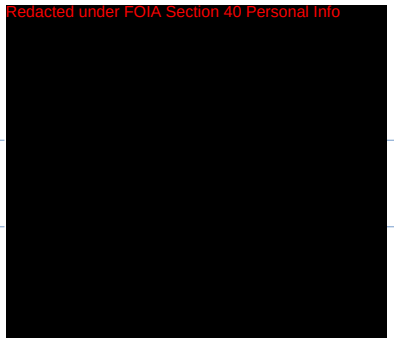
COMMERCIALLY SENSITIVE INFORMATION
See Joint Schedule 4 (Commercially Sensitive Information) – appended below.

SERVICE CREDITS
Not used/not applicable.

ADDITIONAL INSURANCES
Standard Insurance requirements apply.

GUARANTEE
Not applicable.

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the required Services and performing its obligations under the Call-Off Contract, that it will comply with social value commitments and attain relevant targets.

For and on behalf of the Supplier:		**For and on behalf of the Buyer:**	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	12/02/2024	Date:	09/02/2024

Joint Schedule 2 (Variation Form)

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

Call-Off Contract Details		
This variation is between:	**[insert** name of Buyer] (**"the Buyer"**) And **[insert** name of Supplier**]** (**"the Supplier"**)	
Contract name:	**[insert** name of contract to be changed] **("the Contract")**	
Contract reference number:	**[insert** contract reference number]	
Details of Proposed Variation		
Variation initiated by:	**[delete** as applicable: Buyer/Supplier]	
Variation number:	**[insert** variation number]	
Date variation is raised:	**[insert** date]	
Proposed variation		
Reason for the variation:	**[insert** reason]	
An Impact Assessment shall be provided within:	**[insert** number] days	
Impact of Variation		
Likely impact of the proposed variation:	**[Supplier to insert** assessment of impact]	
Outcome of Variation		
Contract variation:	This Call-Off Contract detailed above is varied as follows: • **[Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ **[insert** amount]
	Additional cost due to variation:	£ **[insert** amount]
	New Contract value:	£ **[insert** amount]

1. This Variation must be agreed and signed by both Parties to the Call-Off Contract and shall only be effective from the date it is signed by the Buyer.

2. Words and expressions in this Variation shall have the meanings given to them in the Call-Off Contract.

3. The Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer.

Signature .....

Date .....

Name (in Capitals) .....

Address .....

.....

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature .....

Date .....

Name (in Capitals) .....

Address .....

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.

1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).

1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1	15/12/2023	Commercial schedule – all pricing/Charges.	Indefinitely.
2	15/12/2023	Personal Data (names, contact details etc).	Indefinitely.

Joint Schedule 10 (Rectification Plan)

Request for [Revised] Rectification Plan			
Details of the Default:	[**Guidance:** Explain the Default, with clear schedule and clause references as appropriate]		
Deadline for receiving the [Revised] Rectification Plan:	[**add** date (minimum 10 days from request)]		
Signed by Buyer :		Date:	
Supplier [Revised] Rectification Plan			
Cause of the Default	[**add** cause]		
Anticipated impact assessment:	[**add** impact]		
Actual effect of Default:	[**add** effect]		
Steps to be taken to rectification:	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	
Timescale for complete Rectification of Default	[X] Working Days		
Steps taken to prevent recurrence of Default	**Steps**	**Timescale**	
	1.	[date]	
	2.	[date]	
	3.	[date]	
	4.	[date]	
	[…]	[date]	

Signed by the Supplier:		Date:	
Review of Rectification Plan			
Outcome of review	[Plan Accepted] [Plan Rejected] [Revised Plan Requested]		
Reasons for Rejection (if applicable)	[**add** reasons]		
Signed by the Buyer:		Date:	

Joint Schedule 11 (Processing Data)

Status of the Controller

1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Call-Off Contract dictates the status of each party under the DPA. A Party may act as:

a) "Controller" in respect of the other Party who is "Processor";

b) "Processor" in respect of the other Party who is "Controller";

c) "Joint Controller" with the other Party;

d) "Independent Controller" of the Personal Data where there other Party is also "Controller",

in respect of certain Personal Data under a Call-Off Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.

3 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

4 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

a) a systematic description of the envisaged Processing and the purpose of the Processing;

b) an assessment of the necessity and proportionality of the Processing in relation to the Services;

c) an assessment of the risks to the rights and freedoms of Data Subjects; and

d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

5 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Call-Off Contract:

a) Process that Personal Data only in accordance with Annex 1 *(Processing*

Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

(1) nature of the data to be protected;

(2) harm that might result from a Personal Data Breach;

(3) state of technological development; and

(4) cost of implementing any measures;

c) ensure that :

(1) the Processor Personnel do not Process Personal Data except in accordance with the Call-Off Contract (and in particular Annex 1 *(Processing Personal Data*));

(2) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(a) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);

(b) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;

(c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Call-Off Contract; and

(d) have undergone adequate training in the use, care, protection and handling of Personal Data;

d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(1) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the

Controller;

(2) the Data Subject has enforceable rights and effective legal remedies;

(3) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(4) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and

e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Call-Off Contract unless the Processor is required by Law to retain the Personal Data.

6 Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Call-Off Contract it:

a) receives a Data Subject Access Request (or purported Data Subject Access Request);

b) receives a request to rectify, block or erase any Personal Data;

c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Call-Off Contract;

e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

f) becomes aware of a Personal Data Breach.

7 The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.

8 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

a) the Controller with full details and copies of the complaint, communication or request;

b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

d) assistance as requested by the Controller following any Personal Data Breach; and/or

e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

9 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

a) the Controller determines that the Processing is not occasional;

b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

10 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

11 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.

12 Before allowing any Subprocessor to Process any Personal Data related to the Call-Off Contract, the Processor must:

a) notify the Controller in writing of the intended Subprocessor and Processing;

b) obtain the written consent of the Controller;

c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and

d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

13 The Processor shall remain fully liable for all acts or omissions of any of its

Subprocessors.

14 The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Call-Off Contract).

15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

16 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

17 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

18 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

19 Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

20 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Call-Off Contract.

21 The Parties shall only provide Personal Data to each other:

a) to the extent necessary to perform their respective obligations under the Call-Off Contract;

b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and

c) where it has recorded it in Annex 1 *(Processing Personal Data).*

22 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

23 A Party Processing Personal Data for the purposes of the Call-Off Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.

24 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Call-Off Contract **("Request Recipient")**:

a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:

(1) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and

(2) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

25 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Call-Off Contract and shall:

a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

b) implement any measures necessary to restore the security of any compromised Personal Data;

c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in

accordance with the Data Protection Legislation (including the timeframes set out therein); and

d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.

26 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Call-Off Contract as specified in Annex 1 *(Processing Personal Data).*

27 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Call-Off Contract which is specified in Annex 1 *(Processing Personal Data)*.

28 Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs17 to 27 of this Joint Schedule 11.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1 The contact details of the Relevant Authority's (Buyer) Data Protection Officer is: dataprotection@mhra.gov.uk
2 The contact details of the Supplier's Data Protection Officer are: data.protection@pamgroup.co.uk
3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	**The Relevant Authority is the Controller and the Supplier is the Processor** The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority/Buyer is the Controller and the Supplier is the Processor of the following Personal Data:

	• Name, date of birth, gender, employment details and personal contact details (including address, personal email or telephone numbers) of persons who are eligible to access the services, persons referring or being referred to the Services and the Authorities/Buyer's Staff and key stakeholders involved in the delivery, management and support of the Call Off Contract. **The Supplier is the Controller and the Relevant Authority is the Processor** The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority/Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data: • Consultation data or data related to Employee Assistance Programme engagement. **The Parties are Joint Controllers** The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection legislation in respect of: • Transfer of medical records from the Buyer's incumbent occupational health services provider to the Supplier. **The Parties are Independent Controllers of the Personal Data** The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection legislation in accordance with paragraph 17 to paragraph 27 in respect of: • Business contact details of Supplier Personnel for which the Supplier is the Controller • Business contact details of any directors, officers, employees, agents, consultants and contractors of relevant Authority/ Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Call-Off Contract) for which the relevant Authority/Buyer is the Controller • Medical/Diagnostic records on the relevant Authority/Buyer's staff as required by Law

	• Names, positions, employment details, contact details, medical and other personal records where: i. the Supplier has professional or regulatory obligations in respect of the Personal Data received, and/or ii. a standardised service is provided such that the relevant Authority/Buyer cannot dictate the way in which Personal Data is processed by the Supplier, and/or iii. where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the relevant Authority/Buyer. The Supplier has confirmed it does not/will not transfer Personal Data outside the UK.
Duration of the Processing	Data shall be processed for the duration of the Call-Off Contract including any permissible extensions and thereafter to allow for the completion of any Deliverables which commenced prior to the expiry or termination of the Call-Off Contract. See section below for further details of retention of Personal Data.
Nature and purposes of the Processing	The nature of the Processing means any operation which shall include but not limited to collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means). The purpose of the processing shall include but not be limited to: • processing for employment purposes and recruitment assessment • processing as part of the provision of interventions as required to deliver the Services, including but not limited to; i. occupational health services ii. physiotherapy services iii. employee assistance services (noting overlap with separate PAM Assist contract) and • processing in respect of reporting and provision of management information required by the relevant Authority/Buyer under the Contract. Also, the Call-Off Contract contains the names and contacts for the

	Supplier and Buyer representatives which shall be used for communication and managing the Contract to ensure successful service delivery. The Call-Off Contract shall be securely held by each Party. The Processor (and its personnel) should not process Personal Data except in accordance with this Annex 1 and Schedule.
Type of Personal Data	Types of Personal Data include but are not limited to name, address, date of birth, NI number, pay grade, payroll/staff number, remuneration details, personal home address, personal email addresses, personal telephone numbers, images, recordings, biometric data , data relating to personal circumstances disclosed to enable the delivery of the Services, medical records, data or imaging and other personal details required to enable the delivery of the Services.
Categories of Data Subject	Relevant Authority/Buyer's staff (including volunteers, agents, and temporary workers), Supplier's staff, persons in receipt of the Deliverables, and persons accessing the Services (via all available platforms), and persons referring users to the Services.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Unless otherwise required by legislation, regulation, standards, accepted practice or as specifically defined below, data should be retained for a 6 year period from the end of the requirement to process the data. Medical data will be kept by the Supplier for 8 years, excepting: • telephone voice recordings - 31 days (provided not required for continuation of treatment or intervention) • recorded images - 31 days (provided not required for continuation of treatment or intervention) • Employee Liability Claims - 3 years • Limitation Act Claims - 6 years • Industrial Disease Records - 40 years. The Supplier shall return or erase Personal Data from any computers, storage devices and storage media, as soon as practicable after it has ceased to be necessary for them to retain such Personal Data.

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 17-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

(a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;

(b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;

(c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;

(d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and

(e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Relevant Authority each undertake that they shall:

(a) report to the other Party every [x] months on:

(i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);

(ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

(iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;

(iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

(v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law,

that it has received in relation to the subject matter of the Contract during that period;

(b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);

(c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

(d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;

(e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;

(f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;

(g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its

Personnel:

(i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;

(ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;

(iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

(h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Personal Data Breach;

(iiii) state of technological development; and

(iv) cost of implementing any measures;

(i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

(j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet

any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

(i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

(ii) co-operation with the other Party including taking such reasonable steps as are directed by the Relevant Authority to assist in the investigation, mitigation and remediation of a Personal Data Breach;

(iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or

(iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

(c) the categories and number of Data Subjects concerned;

(d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;

(e) measures taken or proposed to be taken to address the Personal Data Breach; and

(f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

(a) the Relevant Authority, or a third-party auditor acting under the Relevant

Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

(b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Relevant Authority may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

(a) provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

(b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 GDPR.

6. ICO Guidance

6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Personal Data Breach **("Financial Penalties"**) then the following shall occur:

(a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost

when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

(b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (*Resolving disputes*).

7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction (**"Court"**) by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "**Claim Losses**"):

(a) if the Relevant Authority is responsible for the relevant Personal Data Breach, then the Relevant Authority shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Relevant Authority and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Relevant Authority.

8. Termination

8.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

9. Sub-Processing

9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

(a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and

(b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Call-Off Schedule 1 (Transparency Reports)

1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Performance	Service Level Agreement & Key Performance indicators as stipulated in the Call-Off Contract, CCS Framework and any additional reporting metric to be agreed by both parties.	Supplier Management (MIOHIO) reporting within Supplier Occupation Health System (OHIO). (provided by the Supplier or downloadable by the Buyer).	Service Level Agreement & Key Performance indicators as stipulated in the Cell-Off Contract, CCS framework and any additional reporting metric to be agreed by both parties.
Call-Off Contract Charges	Summarised MI report providing a breakdown of all costs per invoice.	Summarised MI report correlating with the costs per invoice.	With each invoice.

Call-Off Schedule 2 (Staff Transfer)

- Part A (Staff Transfer At Start Date – Outsourcing From the Buyer) – N/A
- Part B (Staff Transfer At Start Date – Transfer From Former Supplier) – N/A
- Part C (No Staff Transfer On Start Date) – N/A
- Part D (Pensions) – N/A
- Part E (Staff Transfer on Exit) – may apply

The details for Part E can be found in the CCS Framework.

Call-Off Schedule 3 (Continuous Improvement)

1 Buyer's Rights

1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

2 Supplier's Obligations

2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.

2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.

2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Call-Off Contract) during that Contract Year ("Continuous Improvement Plan") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:

2.3.1 identifying the emergence of relevant new and evolving technologies;

2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);

2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and

2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.

2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for Approval within six (6) Months following the Start Date.

2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Call-Off Contract.

2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.

2.7 If the Buyer wishes to incorporate any improvement into this Call-Off Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.

2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:

2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and

2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.

2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.

2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.

2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.

2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)

Redacted

An introduction to the organisation and any sub-contractors and to the Service

Executive Summary

PAM has grown since 2004 through word of mouth, new client tenders, client retention (97%), and acquisition. We are now one of the UK's largest Occupational Health and Well-being providers. Redacted

Redacted

PAM continues to grow by providing excellent clinical advice, efficient, made-to-order service delivery models, directly employed multi-disciplinary staff, and competitive pricing. Redacted

PAM'S CONNECTED HEALTH

PAM cuts workplace absence by improving employee well-being through various programmes, products, and services, helping over 1,000 public and private sector clients.

PAM service continually innovates to meet the needs of our clients. Today, PAM Group comprises five wholly owned businesses that deliver our 'connected health' service model. Each has become a leader in Occupational Health, Mental Health, Physiotherapy Wellness, Neurodiversity, Healthcare Products, and Laboratory Services.

Redacted

Better Quality Control
PAM employs its staff instead of relying on agencies and temporary personnel. We deliver all services in-house to provide a seamless, consistent and reliable customer experience.

Better Outcomes
Using a dedicated multi-disciplinary clinical team, we give the proper support at the right time.

Better Cost Control
We can maintain control of our costs unaffected by external staff cost fluctuations.

Better Performance
We nurture, train and fund new clinical talent. All staff have structured continuous professional development programmes to monitor and uphold excellent clinical advice/guidance and treatment.

More Efficient
All services are provided through one vertically integrated healthcare team using a single dedicated in-house OHIO IT system providing clients with optional single sign-on (SSO) access.

More Secure
The OHIO IT system delivers need-to-know access to case records. And we never need to move any data to another provider's systems.

Accreditations and Memberships

PAM holds a range of accreditations from key professional bodies and standards organisations within the Occupational Health and Well-being industry. Some of our main accreditations include:

Faculty of Occupational Medicine SEQOHS (Accredited since 2011)
Redacted. SEQOHS (Safe Effective Quality Occupational Health Service) provides a set of standards and a process of voluntary accreditation that aims to raise the overall standards of occupational health providers.

SEQOHS aims to:

- Enable OH providers to identify the standards of practice to which they should aspire;
- Credit the excellent work carried out by high-quality occupational health providers;
- Raise standards where needed, and
- Help purchasers differentiate OH providers that attain desired standards from those that do not.

The six critical domains covered by SEQOHS include:

- Business probity
- Information governance
- People
- Facilities and equipment
- Relationships with purchasers
- Relationships with workers.

ISO 9001 Quality Management (Accredited since 2008)

ISO 9001 helps us maintain a consistently high quality of service across our business and meet our client's requirements. ISO 9001 is the most widely used way of demonstrating to clients that we are committed to continual improvement.

The elements of the standard include the following:

- Quality Manual System
- Interaction of Processes
- Management Responsibility
- Management Representative
- Quality Management Organization & Responsibilities
- Resource Management
- Service Realisation
- Measurement Analysis /& Improvement
- Quality Manual Amendment Record.

ISO 27001 Information Security Management (Accredited since 2012)

Occupational health deals with large amounts of personal and medical information. Given our embrace of systems, we therefore recognise the need to assure our clients that our systems are secure and support our operations.

ISO 27001 is the International Standard for Information Security Management Systems (ISMS). It allows both us and our clients to take confidence in the information security measures that we employ. We maintain the continued accessibility, confidentiality and integrity of our information and that of our clients, as well as legal compliance.

The elements of the standard include the following:

- Introduction & Scope of the ISMS;
- Management Responsibility & Resources;
- ISMS Policy;
- ISMS Process;
- Asset Management Procedure;
- Risk Management;
- Statement of Applicability;
- Working Instructions;
- Administration Procedures;
- Control of Documents Procedure;
- Control of Records Procedure;

- ISMS Audits;
- Security Breaches, Corrective & Preventive Action Procedure;
- Management Review, Objectives and Improvement; and
- Legal or Regulatory Requirements.

ISO 22301 Business Continuity (Accredited since 2019)

PAM hold ISO 22301 accreditation, the international business continuity standard, to provide the most appropriate level of measures to reduce the level of risk and ensure that plans are available and tested to manage the impact of any interruptions that occur – giving our clients absolute assurance in our ability always to provide the services that they have entrusted us to deliver.

Cyber Essentials (UK Government Standards)

In line with our commitment to information security, PAM has passed the Cyber Essentials programme to comply with UK government standards. We can demonstrate that our organisation can defend against cyber-attacks from the Internet. The Cyber Essentials scheme identifies some fundamental technical security controls that an organisation needs to have to help protect against Internet-borne threats.

Investors in People (Accredited since 2012)

Occupational health is a people-driven business; therefore, we rely on our staff's quality output and performance to provide high-quality services to our clients. PAM invests extensively in our people through continued professional development.

The elements of the measure include the following:
Leading

- Leading and Inspiring people
- Living the organisation's values and behaviours
- Empowering and involving people

Supporting

- Managing performance
- Recognising and rewarding high performance

Improving

- Building capability
- Delivering continuous improvement

- Creating sustainable success.

While these are some of our main accreditations, we also have other accreditations, including:

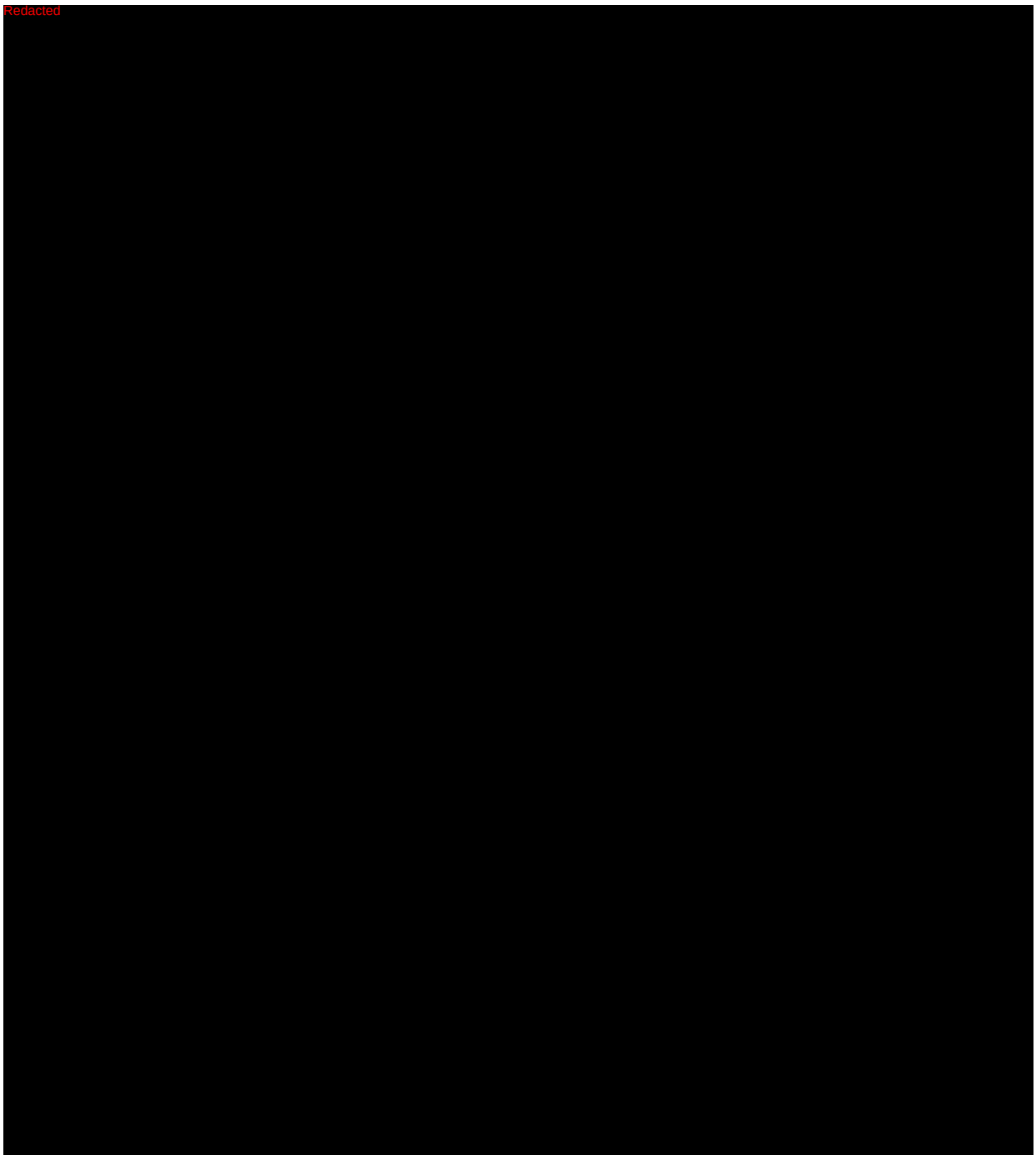
- Employee Assistance Professionals Association (EAPA)
- Care Quality Commission
- The Commercial Occupational Health Providers Association (COHPA)
- NHS Digital Data Protection and Security Toolkit
- Achilles Utilities Vendor Database
- Crown Commercial Services Supplier (CCS)
- Armed Forces Covenant
- Disability Confident British Assistive Technology Association (BATA).

We also hold many professional memberships, including:

- General Medical Council
- Faculty of Occupational Medicine (FOM)
- Nursing and Midwifery Council (NMC)
- Society of Occupational Medicine (SOM)
- Chartered Society of Physiotherapy
- The British Psychological Society
- BABCP
- The Health and Care Professionals Council (HCPC)
- UK Council for Physiotherapy (UKCP).

Meeting MHRA's Outcomes & Objectives

Redacted



Optimising Attendance:

Helping clients achieve their absence objectives starts with the client relationship

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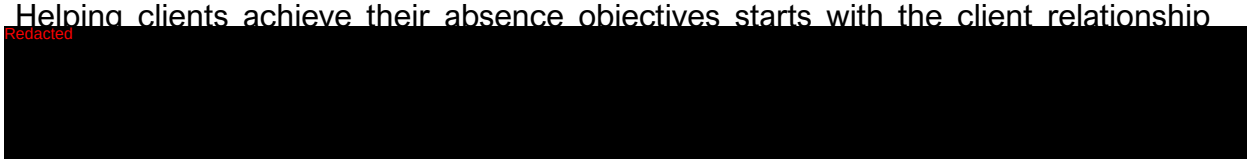

Working in close partnership with MHRA, we will apply a structured approach using our proven GO Plan Strategy, which has been tried, tested and perfected across the implementation and refining of our service strategy across PAM's diverse clientele. This provides a more focused, evidence-based approach than simply verbalising a

plan, enabling PAM to start the process strategically, continually develop the service, and minimise the chance of overlooking objectives. This continual improvement may involve introducing appropriate new services and solutions as we learn more about where and what the absence problems are through our systems' breadth of MI.

At the start of each contract year, your PAM Account Management team will work with MHRA to define and agree objectives based on your priorities and needs – this will provide the basis of an annual 'GO Plan' explicitly designed to plan in reaction to any emerging conditions, trends or other factors.

The plan will include a review of OH activity and available management information from the preceding year. We will also look at other external factors that may affect MHRA.

Our entire service delivery plan will focus on a clear understanding of MHRA's goals for attendance management and a reduction in absence.

We will then use this information to analyse the data to identify objectives, i.e., where better-targeted health spending could improve the workforce's overall health.

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Understanding of and ability to provide the required Services and approach to delivering the Services

Understanding of MHRA's Profile and Premises

PAM understands that The Medicines and Healthcare Regulatory Agency (MHRA) is seeking an Occupational Health provider to deliver services across the UK and a 1 day per week site presence at your premises in South Mimms, Hertfordshire. There is also a requirement to provide, when needed, a presence at your London, Canary Wharf office and to support circa 80-100 employees who are based remotely and routinely access client sites throughout the UK.

Ability to support MHRA's need for both site-based and remote UK Coverage:

To ensure that MHRA meets stated objectives, to provide employees with wellbeing assistance, instil a healthy workplace culture whilst fulfilling your statutory obligations to the workforce and actively reducing absence statistics, PAM will:

- Assign a dedicated PAM Occupational Health Advisor to be based onsite at the South Mimms office for 1 day per week (or more as required);
- Utilise a second PAM Occupational Health Advisor to accommodate increased caseloads and attend MHRA's office in central London (if required);
- Utilise our directly employed network of Redacted staff throughout the UK to serve MHRA employees who are home-based or travelling to client sites.

Providing face-to-face services at convenient local and accessible premises:

In addition to MHRA site presence, PAM will utilise a combined approach to serve MHRA's requirements for both site-based and remote coverage by offering a range of directly owned and associate clinic networks throughout the UK.

In addition to these locations, PAM has access to Redacted clinics across the UK through our partnership with NHS Rooms. PAM has clinics in the following locations:

- Birmingham
- Blackburn
- Cardiff
- Derby
- Doncaster
- Edinburgh
- Hull
- Elgin
- Folkestone
- Immingham
- Lewisham
- Milton Keynes
- Newcastle
- Norwich
- Oxford
- Glenrothes
- Paisley
- St. Pancras (London)
- Southampton
- Stirling
- Warrington (Holly House)
- Glasgow
- Manchester

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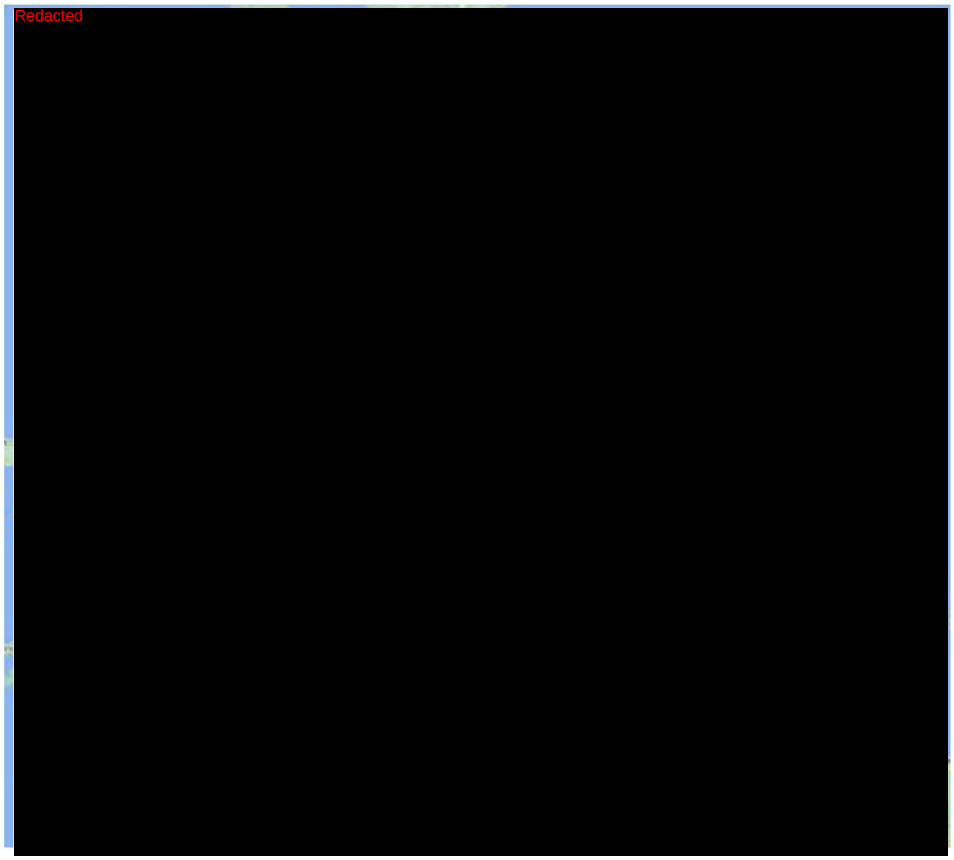

Vaccinations and Immunisations:

PAM has tried and tested systems and processes to deliver vaccinations along with strong relationships & agreements with suppliers of vaccines and pathology services.

Vaccination will be administered by qualified clinicians who have undertaken formal training to administer vaccinations and venepuncture as well as anaphylaxis. These clinicians are supervised by appointed screening and immunisation managers, who oversee all aspects of service delivery.

Onsite Provision Requirement

Provision of Occupational Health Advisor:

PAM confirms we can deploy an Occupational Health Advisor to be present 1 day per week based at MHRA's South Mimms premises. This will be the same individual for continuity purposes. We will also assign a second individual to accommodate increased work volumes and attend the Canary Wharf site where required.

Supporting Laboratory Based Staff:

PAM will perform a risk needs assessment to understand the specific irritants and sensitisers laboratory based staff could potentially be exposed to. Depending upon the material, lung function surveillance may be advised. Each assessment and remedial action will be on a case-by-case basis based on exposure type, duration and employee health profile. Occupational health appointments will be scheduled on a basis deemed appropriate in relation to the hazardous substance and exposure type.

'Scaling up' Resource:

PAM can 'scale up' resources to accommodate MHRA's call-off requirements. Utilising

Redacted

MHRA will have access to a broad skill base including; Occupational Health Physicians, Advisors, Nurses and Technicians, Occupational Hygienists and Therapists, Ergonomists and Physiotherapists, Counsellors and Psychologists, Neurodiversity Specialists, Wellness Managers, and Coaches.

This clinical team is supported by comprehensive bespoke IT infrastructure of System Developers and Data Scientists, Client Directors, Account Managers, and Client Service Advisors.

SERVICES AND DELIVERY MODEL

PAM Helpdesk / 24 Hour Support – non-premium rate number

Access to advice and guidance will be provided to referring managers, HR and employees through a direct helpline & email service to the assigned client service (admin) team. Where access to a clinician is required, the client service operator will log the query and notify the relevant clinician who, if not immediately available, will contact the referring manager/HR within 24hrs.

The helpline will be used for advice relating to the following:

- Whether a referral to OH would be beneficial;
- To notify us of an urgent referral;
- Discuss ongoing referred cases;
- Clarify information contained in a report;
- To receive guidance in relation to other employee health matters;
- For employees to confirm/discuss appointment details and receive updates on treatment plans.

In addition, one of the advantages of working with PAM is that we operate a 24/7 service support centre based in Glasgow – the centre houses a team of OH Advisors, OH Physicians, Counsellors, Physiotherapists, call handlers and administration. This is where we provide our needle-stick injury helpline as well as our Day One Absence solution, EAP, Central Helpline, Critical Incident Support Line & Remote Consultation.

This puts PAM in the unique position of being able to offer 24-hour support. Calls to our assigned client service helpdesk (as described above) will be routed to the 24/7 central helpline during out-of-hours; therefore, providing managers and HR with support and guidance 24 hours a day.

PAM employs two specially trained travel nurses; the helpdesk can also be utilised by MHRA to ensure access to advice for both scheduled and last-minute work trips.

Online Portal

PAM's system OHIO provides a central hub for employee health records and allows

managers to refer employees, book appointments, obtain reports, and gain access to management information – all via the Internet. In addition, using our online appointment scheduling tool, case tracking, KPI monitoring and automatic email and text message alerts, all service activity can be transparently managed and monitored at every stage.

Key Features of OHIO:

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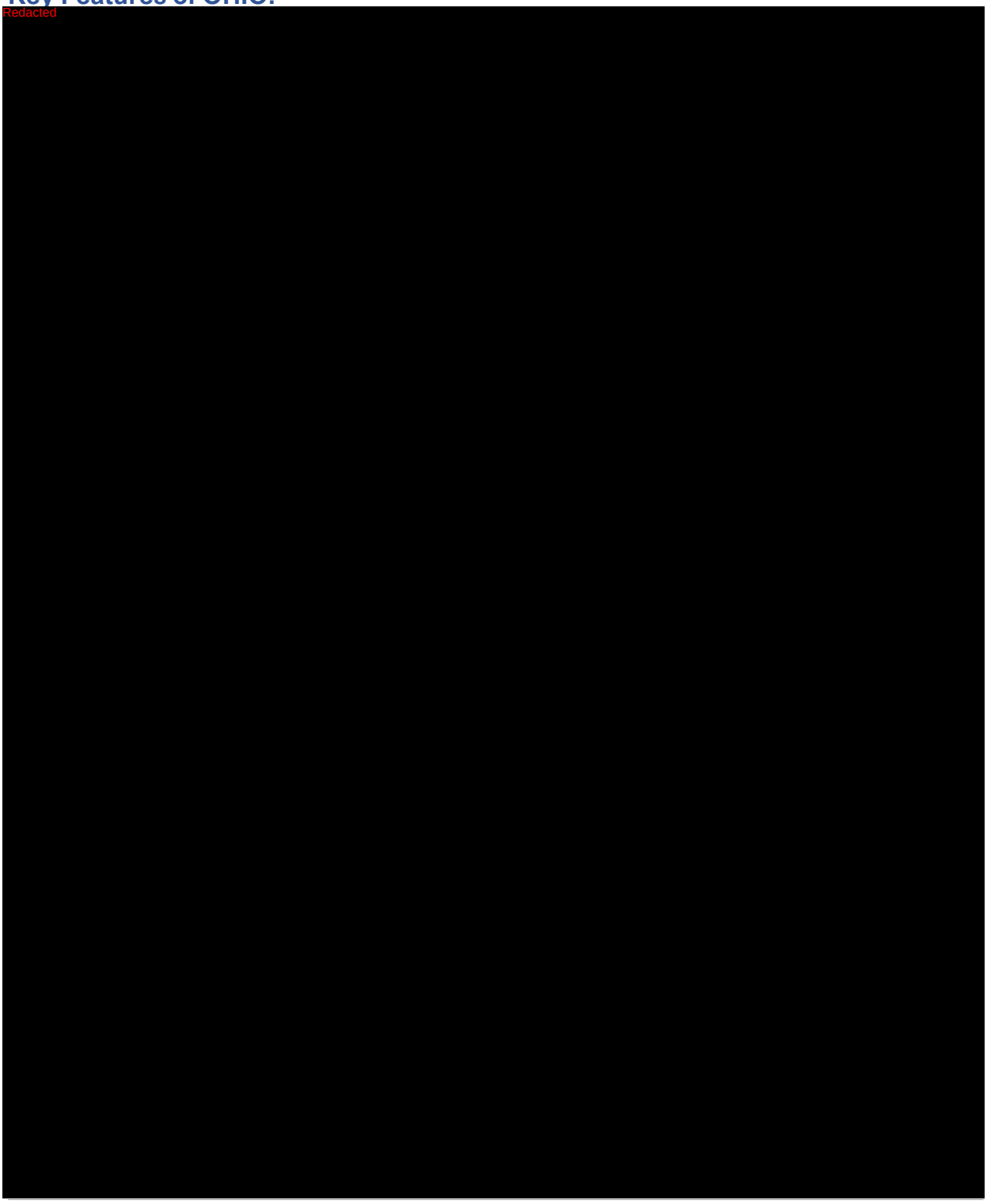

Access:

A secure user hierarchy is established for each client to ensure that designated managers and HR can only access information relating to their assigned employees.

Managers will have secure password-protected access to the system and there is no limit to how many managers can have access to the system – we do not charge extra for adding additional users.

Downloadable MI:

PAM data analysts use Redacted software to design and produce our MI reports for clients.

We will provide two ways to provide information:

- Periodic MI Reports (Monthly, Quarterly and/or Annually)
  MI reports will be issued on the required frequencies and include all the information that MHRA requires. Reports will provide the evidence base for future service planning and service improvement decisions. As part of our resource plan, PAM will provide a nominated Data Analyst who will work with our team and MHRA to develop MI reports aligned to your needs. As part of the implementation programme, we will complete an MI work package aimed at understanding and advising on the format and content of your reports, underpinned with clear objectives in mind. The result of this package will be an agreed report format that we will provide on the required frequencies.

- Online 'Live' MI Reports
  OHIO will also provide MHRA designates with online access to non-clinically confidential 'live' data and will allow users to extract data based on their actual requirements at a time when they want it. A suite of standard reports exists within OHIO which will enable users to quickly select the information they wish to view.

  Information can then be extracted, printed, or exported to Microsoft Excel to allow further data manipulation or create graphs and use in other documents.

Training and Helpdesk Function:

A comprehensive IT systems training programme will also be provided to designated users. PAM employs a dedicated team whose responsibility it is to provide training and ongoing support.

Training and support will include:

- Face-to-face training sessions with practical exercises (additional cost) – sessions last 1 hour for up to 20 delegates per session. Delegates are given the opportunity to practice using our training site and ask questions;
- Remote ad-hoc training sessions – carried out using web/teleconferencing by

our dedicated trainers for up to 30 delegates per session;

- Guidance Manual – We will provide a guidance manual (in paper and electronic format) which provides step-by-step instructions on how to use our system;
- Online Help – OHIO system incorporates an online help section with FAQs and "how to" videos.

Additional Systems Available to MHRA (if required):

- Online Wellbeing Platform: PAM Assist is a personal health and wellbeing platform (accessed online and by mobile app) that includes leading-edge tools and resources to engage, motivate and support employees to achieve their individual wellness goals with direct access to expert wellbeing professionals.

- Health Kiosks (Health Genie): PAM Assist is integrated with our OHIO platform, our mobile health kiosks and wearable fitness devices.

- Health & Wellbeing Magazine: OHIO provides a quarterly updated health & wellbeing magazine, using online publication reader issue. Please see back catalogue issues: https://issuu.com/peopleassetmanagement Compass is issued quarterly and includes relevant national health awareness information such as Redacted

Provision of Free Promotional Materials

PAM has an extensive library of promotional materials that have been created by a

graphic designer. These can be edited to create bespoke materials for MHRA to distribute to employees and encourage them to engage with services and to support campaigns as part of evolving health initiatives.

Free to access Online Health Magazine:

PAM provide an online health & wellbeing magazine, 9000 pages of health advice, online assessments & an updated monthly health campaign.

Referrals

PAM's referral service has been designed, tried, and tested to ensure that managers/HR receive high quality services and clear, business-focused, pragmatic advice. PAM's services and OHIO system helps managers effectively manage attendance, whilst offering realistic advice to help managers feel confident supporting their team at work.

Onward Referrals:

Often when a referral would require support from multiple clinical specialists to offer complete support (e.g. an MSK complaint is related to an individual's mental health or vice versa) the clinician may identify and, with appropriate authorisation, refer into another service.

PAM is well-placed to support in such instances, with PAM's 5 specialist businesses offering holistic support in a huge range of clinical specialisms all accessed through our OHIO system. This can help negate the need for onward referral to other suppliers and the delays, confusion and repetition which may occur by utilising multiple suppliers in onward referrals.

By having a ringfenced, multidisciplinary team they can quickly refer across to other services minimising time lost between appointments and creating an effective, holistic support structure for the employee. The multidisciplinary team will work closely, with weekly huddles to help share advice and information to offer not only specific feedback, to offer more tailored support for your teams, but also to help them identify requirements for other clinical interventions outside their clinical specialisms.

Case management is managed seamlessly between PAM clinicians through OHIO. All clinicians have access to the same single patient record, updated at each touch point.

As described above, how we proceed in each instance would be agreed upon with MHRA.

Options include:

- Delegated Authority – we can refer employees directly to a relevant intervention, making the process quicker.
- Authorisation to Proceed – we will seek authorisation from the client first.
- Recommend Intervention – we will make the recommendation in the management report and the manager must then refer the colleague to the recommended service.

The employee is informed of a recommended intervention verbally during the consultation and receives further appointment details by text message or email. Managers are kept up to date at each stage through email notifications and can monitor/track the progress of cases from beginning to end online using the OHIO dashboard.

Manager Advisory Reports are completed in OHIO by all clinicians at each stage, with reports automatically stored in the employee's file in OHIO, and accessible by the referring manager.

PAM will aim to forge close working relationships to ensure that the services operate seamlessly together and that clear channels of communication are maintained between both parties. We would work with them to understand the supplier's requirements for:

- Formal referral process
- Signposting triggers and contacts
- Management information sharing processes.

At the implementation stage, we will conduct a specific work package, which will involve our clinical and client services team liaising with your other suppliers; the result of which will be a clear, documented understanding of the services available. We will also provide each supplier with an overview of PAM and how we operate.

Monitoring and Evaluating Cases:

Our OHIO system ensures that MHRA referring managers will be able to fully monitor and evaluate cases promptly. All reports are written directly by our clinicians into our OHIO system using a report writing tool which includes a standard report structure template and a spelling/grammar checker to ensure clear, accurate and consistent reporting.

When a report has been completed the referrer receives an email notification telling them that the report is ready and can be accessed from the online system. Reports remain stored within the employee's file in our OHIO system and can be accessed at any time by the client's assigned referring manager using a unique username and password. All reports can be extracted as a pdf document.

Key benefits:

- Security: Using OHIO avoids the traditional methods of sending reports by email or post, removing associated security risks such as accidentally emailing a report to the wrong person;
- Reliability: All reports are written in OHIO using a report writing tool which includes a standard report structure template and spelling/grammar checker. This ensures clear, accurate, and consistent reporting;
- Accessibility: Reports remain stored within the employee's file on our OHIO system. They can be accessed online at any time by the assigned referring manager using a unique username and password;
- Speed: Using OHIO means faster reports. Almost all OHIO reports are provided within 24 hours following an appointment.

Online Referral Form:

The online referral form asks the referring manager to confirm the employee's details and complete a series of information sections with various easy-to-use fields, check boxes and drop-down options.

Once a referral has been made, the referring manager can receive updates via OHIO so that they can monitor and review the referral process as well as view any reports that are generated within the system.

Please find a snippet of the online management referral form below.

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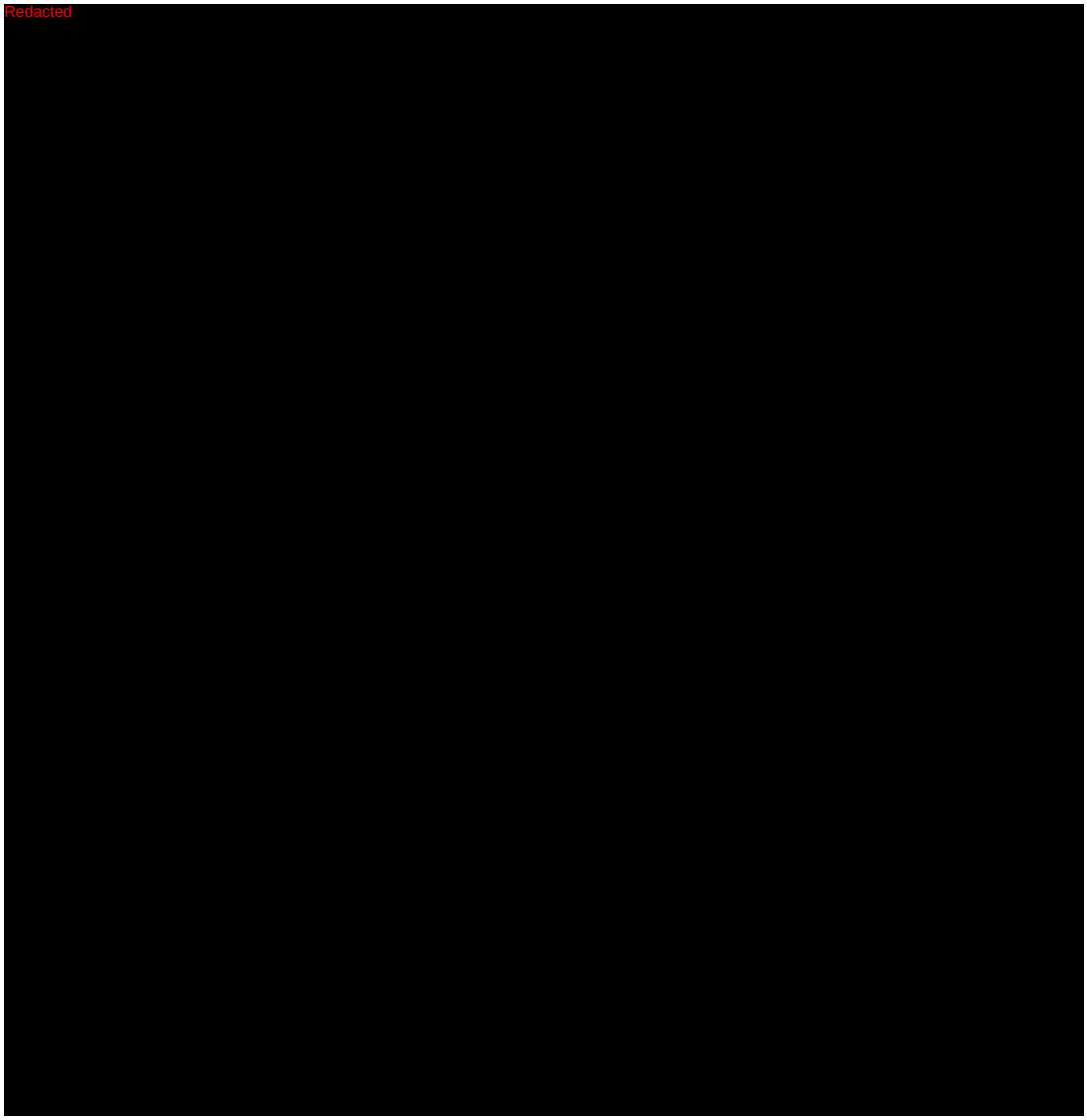

Attendance Management Advice and Assessments

PAM acknowledges that some MHRA employees were exposed to high-stress working environments during their frontline response to the Covid 19 Pandemic and a company restructure which impacted all personnel. Redacted

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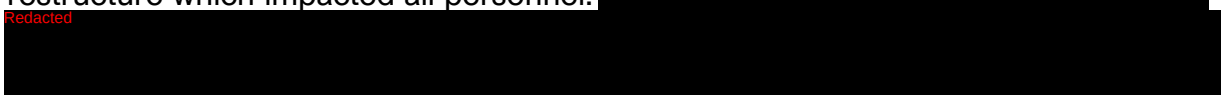

In order to support MHRA in reducing absence statistics, PAM will work in close partnership with MHRA. PAM will apply a structured approach, using our proven GO Plan Strategy which is evidence based i.e. we will aim to continually develop the service by introducing appropriate new services and solutions (see below – absence toolkit) as we learn more about where and what the absence problems are through the breadth of Management Information that our systems provide.

GO Plan:

At the start of each contract year, we will work with MHRA to define and agree

objectives based around your priorities and needs – this will provide the basis of an annual 'GO Plan' designed specifically to achieve your goals, for example:

The plan will include a review of OH activity and available management information from the preceding year. We will also look at other external factors which may affect MHRA in the future. This will include:

- Ill health trends throughout the year;
- Sickness absence statistics;
- Results from previous Go Plan activity;
- Changes in HSE and DOH legislation/standards; and
- Planned organisational changes which may have an impact on absence.

The GO Plan will include agreed KPI targets linked to absence, which will enable PAM and MHRA to evaluate our effectiveness. This will be set out in an agreed project plan like the example provided below:

Absence Toolkit:

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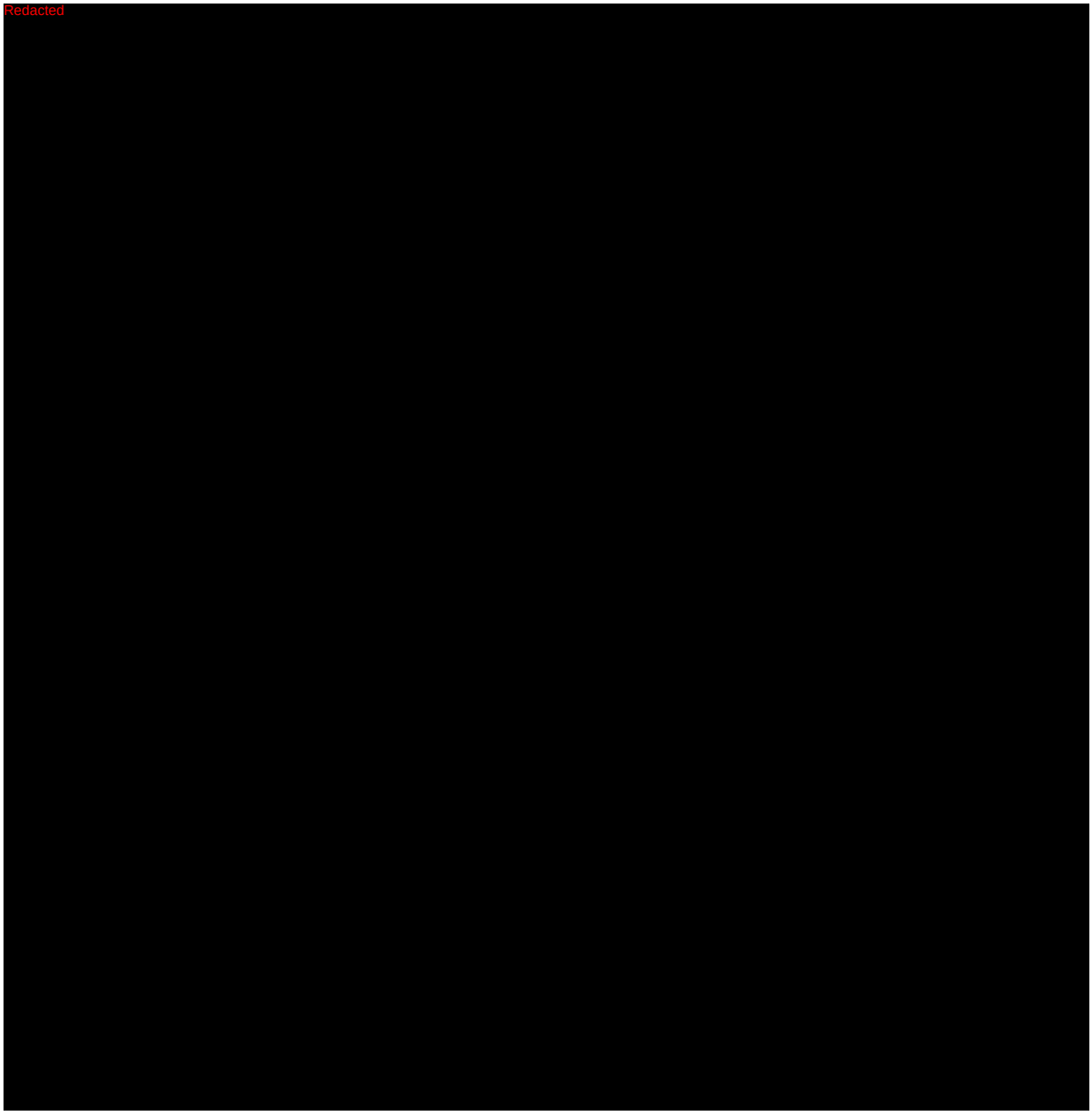


Initial Telephone Assessment 'Day-One' Process:

1. An Absence Advisor then speaks to the employee to understand the condition causing absence and advise what they can do to minimise and, where possible, avoid the absence.
2. We ensure rapid triage to determine the best support pathway, i.e. if it is a non-health, health or MSK matter. Where there is a clear MSK issue, the employee will be referred to physiotherapy.
3. Where counselling is required, the employee will be referred in line with the client's triggers and protocols to the appropriate rehabilitation specialists.
4. PAM's absence advisors then carry out periodic follow ups until the employee returns to work or it becomes a long-term absence issue.
5. Absence and return-to-work notification reports are sent via email and/or text to the employee's assigned manager to ensure rapid notification and higher security.

6. Day-One provides an online return-to-work record and alerts managers to complete these tasks including a “welcome back” interview by the manager when an employee returns to work.

Proven Success

PAM Client	Absence Reduction
Redacted	

Attendance Management Case Reports and Case Conferences:

Providing Actionable Recommendations to MHRA:

OHIO maintains an electronic record of every employee’s health and absence – via an individual HARP record, which provides online live statistics, accessible by PAM and managers, identifying, by individual employee, the full statistical history of their absence whilst employed. It also includes a unique Redacted Therefore, managers and nominated client super users (usually HR) can easily monitor multiple short-term absences.

Case Conferences:

We promote Case Conferences to review complex cases. This allows us to collaborate with the referring managers to provide the best approach to each individual case.

PAM will create a bespoke management training programme with a suite of e-module training for managers, building confidence and skills to manage absence in the workplace. The programme will be tailored specifically to MHRA challenges such as high rates of anxiety among employees. (this will be chargeable - standard training materials can be provided free of charge).

Management information and reporting are easily accessible within our OHIO IT system. This offers bespoke reporting designed to let managers see referrals and employees’ progress quickly. This information is also used to create targeted interventions to reduce and manage absence at a local and organisational level.

Attendance at Case Conferences:

For more complex cases, case conferences are organised between the employee, the referring line manager/HR/Pension Board team member(s), and other stakeholders, such as Trade Union representatives in attendance.

Example Case Conference Reports have been provided and can be found in the full Tender held on file.

Ill Health Retirement

We are conscious that there are challenges in the delivery of ill-health retirement in many parts of the occupational health industry, Redacted Redacted PAM has developed a sustainable approach to ill-health and injury-on-duty services, ensuring that we are investing in a strong team able to meet demands and support MHRA whilst providing impartial assessments and advice.

Further Medical Evidence (FME):

Part of the IHR assessment may need additional background information so we may seek consent in writing from the referred employee to obtain Further Medical Evidence (FME) from their GP or Consultant. Once consent is received from the employee, this is uploaded onto our clinical area of OHIO. After that our Client Services team will contact the GP/Consultant Redacted Redacted If no report is received by then we will make the referring manager aware of this. At this stage, we will discuss with the referring manager if we proceed with the PAM's Occupational Health Physician's clinical opinion on whether the referred employee meets the criteria for early ill health retirement on the information available.

Ill Heath Retirement (IHR) Assessment:

PAM will assign an Occupational Health Physician (OHP) once all necessary information is received (including FME) to fully assess the employee's eligibility for IHR. The OHP will review the case and advise if a face-to-face appointment with the employee is required, or whether a decision can be provided following a paper-based assessment.

For more complex cases, case conferences are organised between the employee, the referring line manager/HR/Pension Board team member(s) and with other stakeholders such as Unison representatives in attendance.

Added Value:

Pre and post consultation briefings are an integral part of our case management process. These briefings provide additional context to the consulting clinician ahead of the consultation and confidence to the referring manager on how to implement the advice provided. Without doubt, this increases the value of the advice provided, at no additional cost.

IHR Report:

Referring managers will be notified via e-mail to access OHIO for the IHR assessment report. This will include certifications necessary for each client's pension scheme requirements as well as the assessment outcome. This report will also be made available as required to the nominated contact for the client's Pensions Board of Trustees.

Pre-Appointment/Employment Checks

PAM provides an online screening questionnaire service called fit4jobs, which is an integrated module of our online platform OHIO.

Key Features include:

- *Risk-Based Questionnaires* - All questionnaires have a general health section. Extra questionnaire sections are then added, as determined by the risks associated with your work environments. Typically, with most clients we will establish 6 or 7 standard job role category questionnaire profiles.
- *Same-day Reports* - The clinical algorithms within Fit4jobs are designed to determine an individual's suitability without human input; meaning a suitability report can be automatically generated on the same day of completion by the employee. On average 60% of all questionnaires are completed in this way.
- *Comprehensive Reports* - Comprehensive reports provided designed to enable HR and line management to make clear decisions regarding the employment of new employees including reasonable adjustments. Other unique features include an absence predictor score and equality act implications.

Pre-employment Screening Process Overview:

1. The employee's details are entered into system. When doing so, the online process requires the job category to be selected:

This automatically selects the questionnaire profile required for the employee based on their job role. A unique login code is generated which is then provided to the employee.

You can also add the employee's email address – which will be used to invite the employee to login and complete the questionnaire.

The system provides a user interface, which allows HR/Recruitment to track the status of issued questionnaires.

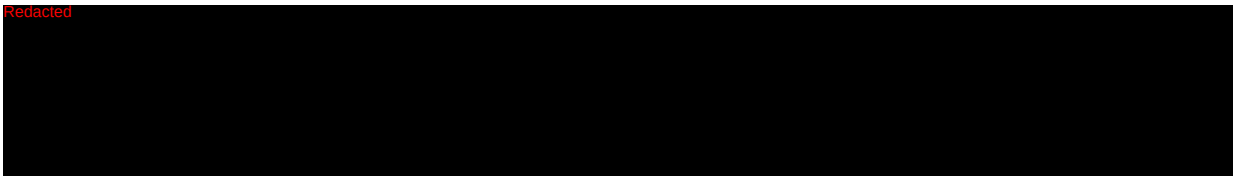
2. Once the questionnaire has been completed, the following process ensues:

- The algorithms within Fit4jobs are designed to determine an individual's suitability; where this can be finalised automatically, a suitability report will be provided;
- Where the algorithm determines that further clinical investigation is required, the case will be referred to a nurse who will then make contact with the individual via telephone;
- If a satisfactory recommendation can be reached following telephone contact, a report will be provided;
- Where a face to face appointment is required (e.g. due to further investigation and/or health surveillance*) HR/Recruitment will be notified and an appointment arranged;
- Upon completion, the final recommendation will be communicated to HR/recruitment via a final suitability report.

* Fit4jobs can also be set to automatically request a baseline health surveillance appointment which is automatically flagged when an employee completes their questionnaire. This appointment can then be booked from the system into a clinic.

Example Fit4jobs Report has been provided and can be found in the full Tender held on file.

Fitness for Task and Safety Critical Work Services



Our OHIO system provides a health file for every employee. This includes a Health Surveillance (HS) profile which specifies exactly what screening protocols an

individual requires, e.g. working at heights, laboratory worker working with chemicals etc.

The employee HS profile also includes a medical due date field, which is updated each time an employee completes a fitness for task medical. This enables robust management of each individuals' next appointment, using a recall dashboard and traffic light system (which can be viewed immediately when logging into OHIO).

Example Fitness for Task Report has been provided and can be found in the full Tender held on file.

Health Surveillance Services including support with infection outbreak management

Health Surveillance Process:

PAM provides robust medical screening solutions, delivering Redacted health assessments every year.

These assessments cover such areas as HAVS, night working, driver medicals, respiratory, skin surveillance, audiometry, plus a range of fitness for work and statutory medicals as required for specific industry sectors and areas of working.

We also provide our services to some of the highest risk environments in the UK, Redacted

To implement a robust system for MHRA, PAM will:

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Create Screening Protocols & Health Files - Using the needs review report, we will ensure that the correct screening protocols are assigned as required for each MHRA employee based on job type, which will be continually reviewed to ensure compliance with changes in regulatory standards as well as ongoing feedback.

Our OHIO system provides a health file for every employee. This includes a Health Surveillance (HS) profile which specifies exactly what screening protocols an individual requires, e.g. Audiometry, HAVS, Skin surveillance etc.

Recall (Next Appointment/Medical) - The employee HS profile also includes a medical due date field, which is updated each time an employee completes their health surveillance intervention.

This enables robust management of each individuals' next appointment, using a recall dashboard and traffic light system (which can be viewed immediately when logging into OHIO).

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Evaluating Results & Outcome Reports:

Results of health surveillance are evaluated using HSE approved guidance. We also advise if results are reportable under RIDDOR.

Health surveillance outcome reports will be created by our clinicians after each appointment in the employee's OHIO profile, where it will remain. This automatically generates an email notification to inform the employee's assigned manager that the report is ready. This can then be accessed and downloaded straight from OHIO by the assigned manager.

Experience Providing Health Surveillance for Laboratory Workers:

We deliver occupational health services to a number of clients who have R&D facilities.

Infection outbreak Management:

We will closely with the MHRA H&S team to mitigate infection outbreak and our onsite

clinician will engage with employees on the importance of PPE and measures taken to mitigate spread of infection.

Immunisations, Vaccinations, Inoculations, Medications and Blood Tests (Treatments)

Vaccination will be administered by qualified clinicians who have undertaken formal training to administer vaccinations and venepuncture as well as anaphylaxis. These clinicians are supervised by appointed screening and immunisation managers, who oversee all aspects of service delivery.

PAM works with NHS Trusts and therefore clinics are already equipped to deliver immunisation services – including vaccination fridges and anaphylaxis equipment.

Vaccinations will be administered in accordance with the MHRA Immunisation Policy and Procedure and are provided in line with the relevant regulatory guidelines with appropriate measures are in place; including:

- Cold chain and vaccination transportation and storage procedures
- All vaccinations recorded within the employee's health file
- Crisis management protocols (e.g. anaphylactic reactions or adrenaline discharge).

Dealing with Vaccine and Medication Shortages:

PAM will adopt the following to deal with potential shortages:

Handling Prescriptions:

PAM utilise Patient Group Directives (PGDs) a legal framework in the UK that allows qualified healthcare professionals, such as nurses or pharmacists, to administer and supply medicines to patients without a prescription from a doctor. PGDs are developed and authorised by a Doctor, that give specific details as to how a medicine can be administered to an individual with meticulous attention to documentation.

Supporting Personnel when Travelling for Work:

PAM has two travel-trained nurses who will be made available to MHRA employees when seeking travel advice. Advice from the Foreign Commonwealth and Development Office and the World Health Organisation will form the basis of the advice given, namely the vaccinations required when entering a country.

Travellers will be assessed on a case-by-case basis and appropriate precautionary measures such as vaccinations and blood tests shall be advised.

PAM will request notification of any planned travel. This will allow the appropriate course of treatment to be scheduled. Where last-minute travel is to take place, PAM will provide guidance via telephone and arrange prescriptions/administering of vaccinations at conveniently located premises.

Vaccinations and Blood Tests:

We provide various vaccinations and blood tests to various clients across the UK. Including but not limited to:

Hepatitis B vaccine MMR Vaccine Varicella Vaccine Pertussis (TDP) Serology testing Hepatitis B antibody Hep B Antigen Varicella Bloods	Rubella bloods Measles bloods HIV1 & HIV2 Blood Test HEP C Serology Antibodies ABS Hep B Core Abs Hep C PCR

Physiotherapy Services

PAM Internal Physiotherapist Network

PAM currently employs Redacted physiotherapists nationwide giving us and our clients comprehensive geographic coverage of the UK.

All our physiotherapists are recruited based on their qualifications and practical experience.

This includes a bachelor's degree in Physiotherapy, membership to the Chartered Society of Physiotherapists and registration with the Health and Care Professions Council (HCPC). All PAM clinicians must be specialist OH Physiotherapists to undertake the range of services we provide and ACPOHE registration is mandatory.

Clinician qualifications and membership of associations is checked as standard when a clinician joins PAM. They are shadowed constantly during their 13-week induction and audited weekly. PAM seeks to recruit and retain the best and most qualified clinicians within the industry.

Our recruitment strategy is a combination of sourcing from the market, internal transfers and training and developing our own skilled clinicians. We maximise the use of part-time, full-time and flexible working hours, whether the clinician is home-based or at one of PAM's clinics. We have a strong pipeline of clinical resources and a targeted recruitment campaign already mobilized to ensure we meet all our client needs and meet our projected organic growth.

PAM's External Physiotherapist Network

PAM always prefers to use our own employed internal clinicians to provide our services, but we may use our network of associate physiotherapists on occasion. We always aim to have any complex cases or cases with bespoke client reporting requirements handled by PAM's own clinicians.

We audit associate's clinics to ensure they meet required clinical governance and health and safety standards. These audits are repeated regularly throughout our work with the associate to ensure that standards are maintained. This ensures a continuously high standard of service.

PAM conducts contract reviews with associates to monitor their service provision

throughout our work associates. Redacted

Redacted

Redacted

Physiotherapy Face To Face Treatment

PAM refers cases who would benefit from a face-to-face appointment to our own employed OH physiotherapists in PAM's clinics or our trusted associate network of physiotherapists.

Redacted

The PAM physiotherapist/associate physiotherapist will offer a bespoke exercise rehabilitation plan following approval of the face-to-face treatment sessions. The physiotherapist will monitor the employee's progress and adjust the plan based on their recovery across these appointments until either recovered or able to self-manage their own ongoing recovery.

The PAM physiotherapist will provide a range of interventions including education, signposting, an array of clinically robust NICE-guided interventions. Any suggestions or adjustments to the treatment plans are based on the physiotherapist's findings from the appointment to provide the best outcomes and to help the employee towards a sustainable recovery faster.

Workplace Assessments, Diagnostics and Adjustments

Managers would refer into this service in line with the typical management referral process. Following referral, the most appropriate form of assessment is provided to assess their condition and needs, as follows:

- Cognitive Assessment – which ascertains whether an individual does have a neuro-diverse condition and provides a measure of strengths, difficulties and potential opportunities and how these relate to work performance
- Workplace Assessment – carried out to identify if any reasonable adjustments are required
- Combined Assessment – a Workplace Assessment & Cognitive Assessment at the same time.

Following assessment, advice is provided in the form of a report to the referring manager or HR, including workplace adjustment and specialist equipment needs (referencing MHRA suppliers or PAM can provide via PAM Health). We also provide support in the form of one-to-one coaching, which includes training on use of specialist equipment or assistive technology.

Responsibilities Covered by the Equality Act 2010:

PAM Assist meets WCAG2.1 AA standards. There is an obligation to ensure that individuals with the 9 protected characteristics listed within the act are not discriminated against and to make reasonable adjustments to ensure that these employees are not disadvantaged in the workplace. Adjustments in the workplace may include physical modifications such as providing adjustable desks and ergonomic chairs, advice on flexible working hours may be a recommendation to support an individual with specific needs.

Example Neuro-Diverse Assessment Report has been provided and can be found in the full Tender held on file.

Therapeutic Psychological Services

First and foremost, PAM are accredited members of both EAPA UK and BACP, ensuring that we provide the very highest clinical standards across our organisation:

Redacted

Therapist Qualifications:

PAM ensures that all our therapists (both employed & associates) are Accredited Members, of the BACP, BABCP COCSA or UKCP. They have, as an absolute

minimum, a Diploma or Post Grad Diploma in Counselling and two years post-qualification experience of counselling in an Occupational Health or similar setting.

In addition to the above, all PAM Assist counsellors are selected because they are highly experienced counselling professionals together with real life experience and specific expertise in additional areas. Redacted

Redacted

Process Overview:

Redacted

The initial assessment is completed using a standardised procedure combined with extensive clinical judgment and a comprehensive risk assessment if required. PHQ-9, GAD-7 and (Impact of Event Scale – IES, where appropriate) are collected and an evidence-based treatment plan is formulated to best suit the individual's needs.

Pathways may include:

- Remote Guided Self-Management, Skill Development & Coaching
- Computerised CBT
- Counselling
- CBT and/or EMDR

Education and Awareness Programmes

PAM are able to deliver a range of education and awareness activities and will make recommendations based on a client's issues, desired outcomes and workplace trends.

Examples Include:

Employee – Mental Wellbeing & Resilience Training

This aims to raise knowledge and awareness of:

- What stress actually is i.e. it is not a clinical diagnosis and that stress is a normal human driver;
- Differences between stress and anxiety/depression;
- How PTSD is different from stress;
- What support services are available & ways to build resilience.

Manager – Mental Wellbeing Awareness & Competencies

This includes the same content as above, with the following additional management competency elements:

- Positive and negative manager behaviours likely to improve or reduce the emotional wellbeing of their employees;
- How to carry out a meeting in an enabling though effective manner.

Mental Health Day

We provide mental health promotion days which include:

- Stress awareness checks and mini-chats with counsellors;
- Holistic health introductions: reflexology and head massage;
- Use of Mental Health charities to inform and encourage awareness in employees;
- Identifying links between healthy eating, exercise and mental health;
- Mini stress triage clinics.

Bespoke/Seasonal Campaigns:

Literature and marketing campaigns can be provided to align with seasonal issues such as poor mental health at Christmas, offering employees mental health strategies.

Liaison with Buyer's H&S team to ensure that all incidents/accidents are captured

PAM would expect MHRA to be responsible for recording health and safety accidents and incidents, however as MHRA's occupational health provider, PAM should be notified of any serious or repeated events. This will help to identify any trends and make appropriate adjustments to services.

PAM suggests a health and safety representative from MHRA be present at review meetings to share collective findings. This will help to collaboratively identify any improvement areas and actions such as targeted wellness initiatives.

Quality assurance of reports (e.g. medical reports) to ensure any advice or recommendation supports needs

PAM ensures each report meets clear guidelines, that are based on the most recent medical evidence. This is achieved by ensuring our clinical team have ongoing training, client feedback, regular audits, and a culture of continuous improvement. Once the consultation is complete, PAM clinicians create their reports in OHIO within 24 hours

(if no prior consent required/requested) of the appointment; this generates an email to the referrer, informing them that the report is available to be accessed from the system. All reports will be available to view online, to print and export and remain stored within each MHRA colleague's OHIO health file. They can be accessed at any time by the MHRA referrer using a unique username and password. At any time, our clinicians can view historic outcome reports generated from specialists across the Group, providing a holistic, integrated approach to providing advice.

It is through PAM's connected health model, that we can offer this integrated and joined-up approach, leading to superior health and wellbeing outcomes.

Approach to maintaining accurate and up-to-date patient records

PAM's Data Transfer Team will fully manage the transferring of MHRA employee data to the OHIO system. Records will be reviewed to ensure any periodic or follow-up appointments are scheduled in the OHIO system. The system has a calendar function and an appointment notification will be emailed to the employee automatically to ensure accurate and up-to-date patient records.

In transferring medical records from MHRA's incumbent Occupational Health provider's databases, PAM will liaise with the designated responsible clinicians to arrange their secure and timely transfer in line with all current legislation.

Our Transfer of Medical Records Protocol states that:

Redacted

Transferring Live Cases:

Timeframe	Action
6 weeks before go live	Cut-off date agreed and communicated to managers
	(Cut-off date for referrals to EX-PROVIDER is <2 weeks before go live>)
3 weeks before go live	EX-PROVIDER start closing down cases where possible
2 weeks before go live	EX-PROVIDER to provide list and overview of remaining live cases
2 weeks before go live	All new referrals made to PAM via OHIO
1 week before go live	Triage and booking new referrals - appointments commence on <Go live date>
1 week before go live	Live caseload handover meetings (or) conference call with EX-PROVIDER
1 weeks before go live	Live caseload handover meeting with Client HR. Inc line by line absence review *
1 week before go live	Consultations and/or case conferences arranged with identified sensitive and complex cases. Third parties (GPs / Consultants etc.) engaged where relevant.
Go Live	Records and live cases formally handed over to PAM **

Confidentiality:

PAM has a robust approach to medical record keeping and confidentially. Our process for the transfer and storage of medical records includes:

- Nominated clinicians for outgoing and incoming providers must be identified to manage the transfer;
- Employees must consent to their records being transferred (PAM recommends a negative consent process – we will provide a template communication to use);
- A suitable timescale should be agreed upon (14 days advised) for employees to raise concerns or object;
- Files are to be transferred appropriately and securely, ensuring all guidelines and legislation are met.
- The physical transfer may involve handing over storage keys to an authorised person or using a secure courier service to physically transfer the records. Any electronic records must be transferred using PAM's secure FTP;
- Records belonging to individuals who have not provided consent will not be transferred.

Redacted No client can access other clients' data and within a client's own environment, access to data is controlled by a security permission logon/password mechanism. Authorised PAM staff are the only users with access to multi-client data.

PAM is ICO registered and regularly monitors legislation to ensure compliance with records management standards. Our policy is reviewed and updated annually, and changes are reflected in our staff training modules.

Audit Process:

PAM's operating procedures are subject to both internal and external audit which forms part of the clinical (CG) audit schedule. This is managed by the clinical governance team. All PAM employees receive mandatory data protection training and are bound by the data protection policy.

OHIO has a transactional audit trail which records all activities with date and time stamp, which records all activities with date and time stamp, with the user responsible, the reason for the transaction and the status. The system also maintains a record of all email notifications sent as a result of transactional changes.

PAM Group has appointed a Data Protection Officer. PAM's management system is accredited to the following:

- SEQOHS
- RISQS
- ISO 9001, ISO 22301, ISO 27001, ISO 14001

Proposed Supplier Staff with any sub-contractor personnel and access to sufficient levels of experienced staff with the necessary skills and qualifications

Resource Available to MHRA

PAM have an extensive network of multi-disciplined occupational health professionals who will be made available to MHRA as part of this call-off contract. Redacted

Redacted

PAM's UK Wide Resource – Directly Employed

Redacted

[redacted]

Assigned Resources for MHRA:

Redacted under FOIA Section 40 Personal Info *Clinical Lead: South East Based: PAM Employee.*

Redacted under FOIA Section 40 Personal Info

[redacted]

Occupational Health Advisor (nurse): On-Site: PAM Employee

Redacted under FOIA Section 40 Personal Info

Redacted under FOIA Section 40 Personal Info

Occupational Health Advisor (OHA)	Nurse qualification plus Diploma in Occupational Medicine or Post Graduate Degree in Occupational Medicine. Trained to the NHS Career Framework Level 3 standard (OH Support Worker Level 2)

Redacted

Occupational Health Physician: PAM Employee
The occupational healthcare physician available to MHRA has the following experience:

Occupational Health Physician Profile	MFOM, or AFOM plus Degree in medicine listed on GMC Register	Registered with The General Medical Council

Maintaining Consistency in Resourcing

PAM takes an informed, practical approach to demand and resource planning. We would look to gain previous statistics and historical data of MHRA's previous year's utilisation metrics and use this historical data to forecast the anticipated usage across the year and throughout the contract. We will work closely with the MHRA contract team to understand any predicted increases in demand and ensure we have the correct clinician numbers to support this, along with buffer capacity to ensure any slight changes to predicted demand are successfully managed.

Resource Capacity Tracker
This is maintained meticulously utilising OHIO's resource capacity tracker, enabling us to see any spare capacity across our national workforce. By offering remote services, we can draw on spare capacity from around the UK to support in times of high demand, being less encumbered by location, but with all clinicians still able to access MHRA information via our shared systems, such as OHIO. This capacity tracker is monitored by your dedicated client services team who will work closely with the onsite OHA/Nurse and Physician to manage utilisation and capacity.

Spare Capacity Buffer
While we ensure we have capacity to meet this forecast demand PAM typically manage our teams to ensure a spare capacity buffer Redacted to support any fluctuations in demand. PAM continue to work tirelessly to recruit more highly qualified staff to help

us maintain this buffer capacity and offer greater support and consistency for our clients even as we continue to grow the number of clients PAM support.

Administrative Resources:

In respect of the admin function, because our admin system OHIO is internet-based, administration can be managed anywhere where there is internet access. PAM operates 12 major admin centres nationwide where day-to-day management of services can be switched seamlessly. Redacted

Redacted

Security & Vetting

Our recruitment process requires that all personnel are fully vetted in respect of qualifications, experience, professional memberships, professional registrations, work permits, eligibility to work in the UK and against the Criminal Records Bureau (DBS Checks) where applicable.

- Prior to induction, all new starters are asked to send copies of their documentation such as right to work, qualifications, registration and professional indemnity. New starters are then asked to bring the originals to their induction to be checked.

- Repeat checks are carried our periodically for specific qualifications such as our Nurse colleague's NMC pins which are checked annually and DRB checks which are renewed every three years.

- PAM's policy is that all new personnel undergo a probationary period during which they are introduced to the main duties and responsibilities of their post. The minimum probation period offered is 13 weeks (excl. holidays & absence).

Contingency in Resourcing

As a company, we are open, approachable and supportive. It's by staying 'close and connected' with our teams, that we can encourage retention or pre-empt any likely future resource requirements. As such, our clinical and non-clinical teams are supported by Team Leaders, COM's and local managers respectively, who are experienced in managing resource to ensure reliable delivery of the contract. That said, we cannot plan for every eventuality, and should a number of individuals leave unexpectedly, we have the following mitigations in place:

Redacted

Commitment to Continued Professional Development

Continuous Professional Development (CPD) is introduced to colleagues at the induction stage and continues throughout a colleague's employment, as this is something that PAM understands is important to our colleagues but is also important for the business.

PAM actively promotes training and development opportunities, for existing colleagues and at the recruitment stage. PAM's training and appraisal processes are designed to support continuous professional development.

Structured Vocational Training:

PAM's commitment to training is emphasised by its trainee programme through:

- On-the-job training;
- Mentoring; and
- Structured vocational training - where colleagues undertake further education and qualifications such as diplomas degrees and MSc qualifications.

Conflicts of Interest

PAM confirms there is no actual or perceived conflict of interest in providing the specified occupational health services to MHRA.

Approach to ensuring a seamless and robust implementation and transition

Implementation Plan

Nominated Project Manager: Redacted under FOIA Section 40 Personal Info

Our plan will include:

Service Review - We would review our service provision in collaboration with MHRA and together prioritise potential innovations/services that may be of use and/or provide further efficiencies. This will include optimising service delivery models to increase staff engagement and compliance.

Needs Review - Focusing on 'core services' (such as safety critical assessments, health surveillance and sickness absence management), as well as 'additional services' (such as physiotherapy, counselling, training requirements, health promotion/wellness and site-specific advice). Following the review, we will provide a detailed report outlining our findings and recommendations. This provides the blueprint for what is required moving forward and will ensure that service is evidence-based and aligned to your evolving needs.

Staff Awareness Sessions - Throughout the re-launch period, we will also work with MHRA to put together a mutually agreed schedule of targeted employee workshops, engagement sessions and training plans to support and promote the services. As with the Manager Roadshows, we will listen and share feedback on employee perception whilst showcasing the benefits of a proactive Occupational Health & Wellbeing service.

Using/creating new marketing material - We will have an array of posters, leaflets,

FAQs and videos to promote the service as positive, proactive and supportive whilst ensuring that all key aspects of services are understood.

Promoting the psychological services - Setting up face-to-face and web-conference-based training workshops to encourage managers to consider earlier assessments/referrals; using empirical evidence and real-life case studies (anonymised) to illustrate the benefits of prompt action on reducing both presenteeism and employee absence whilst improving employee morale and wellbeing within MHRA.

Meet the team - We would like to hold an open day at South Mimms clinic so that all management and staff can meet their dedicated PAM Occupational Health Advisor.

IT System Training - We will provide comprehensive IT system training which will include face-to-face super-user training and web-based training to ensure full clarity on using our systems and refresh managers on the best ways of working to help support and make their work as easy as possible.

System Usage and Service Training - PAM would look to offer additional refresher training sessions, particularly for managers and HR staff who wish to have a better understanding of the referral process and how to get the very best from our services. This will include a 'how-to' guide on how to raise a referral, the benefits of our free pre- and post-consultation call services and how to access consultation reports. We would also be able to provide training for managers to help them manage their employees not only after a referral has been made but also be able to offer training to help managers minimise absence to begin with by using proactive methods, such as being aware of mental health concerns, how to spot signs of stress and more.

Supporting COVID-19 - Recovery and return-to-work plans, whether this be through fitness checks, reviewing/developing promotional material and both reviewing the processes and reminding managers of the procedures for getting back to face-to-face health surveillance checks.

A standard implementation timescale is around three (3) months.

<u>Approach to training and familiarisation of supplier staff</u>

We will take great steps to familiarise our team with your policies, values, culture and working environments; this will include site familiarisation visits and a bespoke induction programme for all colleagues to undertake prior to working on the contract.

Redacted

Seamless transfer/transmission of all medical records

Our Transfer of Medical Records Protocol in essence states that:

- Nominated clinicians for outgoing and incoming providers must be identified to manage the transfer;
- Employees must consent to their records being transferred (PAM recommends a negative consent process – we will provide the MHRA with a template communication to use);
- A suitable timescale should be agreed (14 days advised) for employees to raise concerns or object;
- Files are to be transferred in an appropriate and secure manner, ensuring all guidelines and legislation met. Physical transfer may involve handing over storage keys to an authorised person or using a secure courier service to physically transfer the records. Any electronic records must be transferred using PAM's secure FTP;
- Records belonging to individuals who have not provided consent will not be transferred.

As part of the implementation, we will create a health file on OHIO for every MHRA employee; our data controllers will then securely upload each individual's transferred record to their health file where the records will be stored.

Any paper records will be transferred to our secure data centre where we employ a team of fully vetted data controllers. At the data centre, all paper records will be scanned, converted into electronic format and securely uploaded onto OHIO.

Below we have provided the section from our standard implementation plan that deals with the handover of live cases (dates to be agreed):

Timeframe	Action
6 weeks before go live	Cut-off date agreed and communicated to managers
	(Cut-off date for referrals to EX-PROVIDER is <2 weeks before go live>)
3 weeks before go live	EX-PROVIDER start closing down cases where possible
2 weeks before go live	EX-PROVIDER to provide list and overview of remaining live cases
2 weeks before go live	All new referrals made to PAM via OHIO
1 week before go live	Triage and booking new referrals - appointments commence on <Go live date>
1 week before go live	Live caseload handover meetings (or) conference call with EX-PROVIDER
1 weeks before go live	Live caseload handover meeting with Client HR. Inc line by line absence review *
1 week before go live	Consultations and/or case conferences arranged with identified sensitive and complex cases. Third parties (GPs / Consultants etc.) engaged where relevant.
Go Live	Records and live cases formally handed over to PAM **

The ultimate aim is to ensure a smooth handover, clinical continuity, transparency and no loss of clinical momentum or delays in the outcome.

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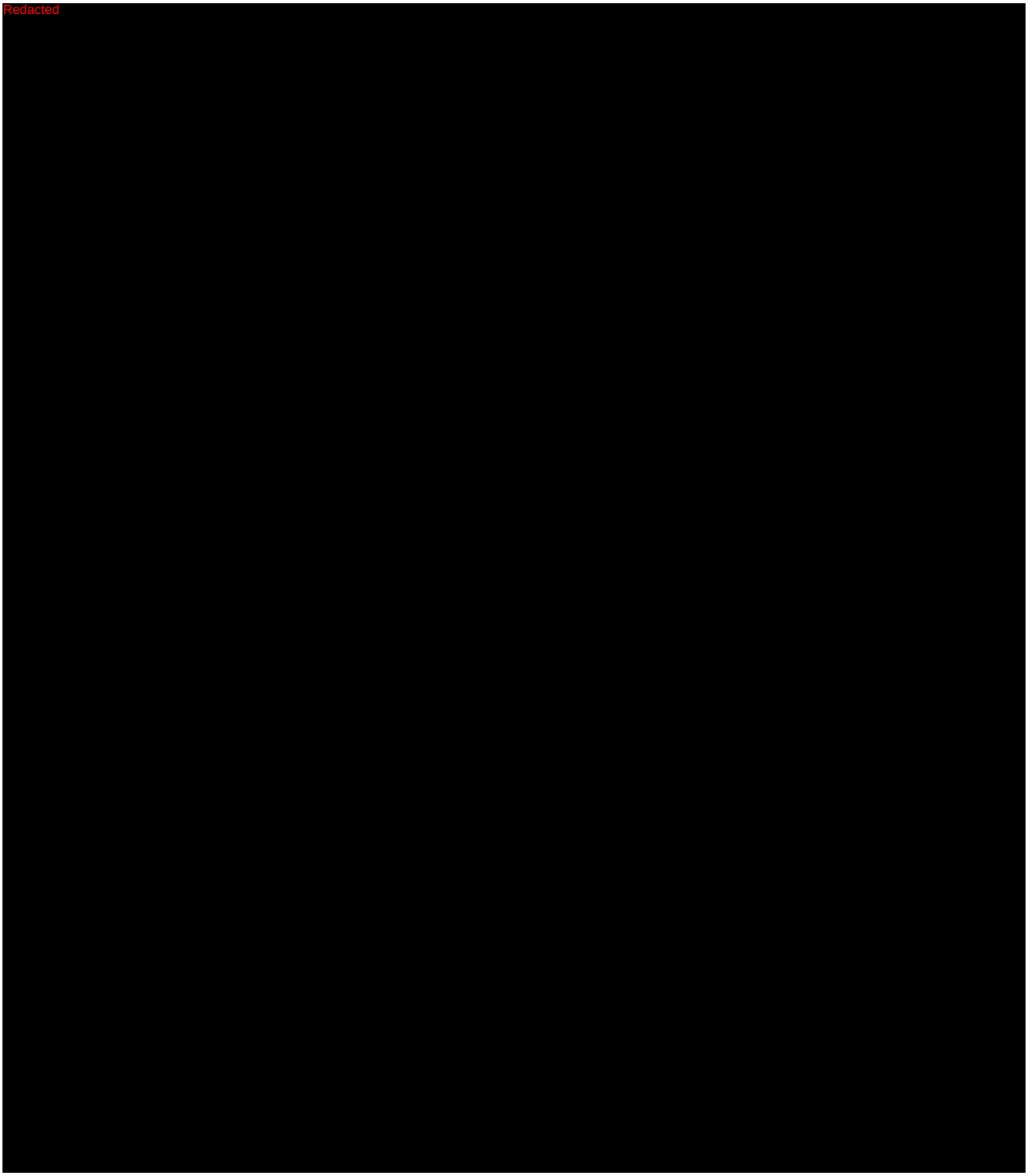


Contract Management and Performance Arrangements, including reporting/MI

The Account/Contract Manager, Redacted under FOIA Section 40 Personal Info, will be the main point of contact for MHRA on contractual elements of our relationship. The Head of Client Relationships, Redacted under FOIA Section 40 Personal Info will support the Account Manager and attend annual Contract reviews

with MHRA to oversee the relationship. The Head of Client Relationships will be available for any contractual escalations Redacted under FOIA Section 40 Personal Info

The Account Manager will work closely with the proposed Clinical Operations Manager Redacted under FOIA Section 40 Personal Info who would be the main point of call for the services and service delivery. As an advocate for the client Redacted under FOIA Section 40 will offer support, guidance, and a suite of real-time reports tracking contractual and service standard adherence. These can include PAM's Health Risk Management dashboard to identify and predict health and wellbeing trends, drive targeted activity, and measure the impact of interventions.

Redacted under FOIA Section 40 Personal Info will work with MHRA at the beginning of the contract to put together a Goals and Objectives ("GO") plan, which will provide the backbone of our service provision. However, this plan is not fixed. She will work in close collaboration with MHRA to understand ongoing requirements, and the aims for the service e.g. reduce absence in the first contractual year, any trends in absence or usage through feedback and management information or simply suggestions for improvements for the service solution.

In addition to any additional governance reporting such as outputs from routine/ad hoc quality audits, pen testing, or PAM Business Updates, the Account Manager will also present on a quarterly basis a comprehensive executive summary. This report will provide an overview of service activity, health trends, and return on investment, highlighting topics such as employee service feedback, SLA adherence and credits, potential contract risks, and service enhancement opportunities (aligned to your 'GO Plan').

MHRA's Account Management team will include Redacted under FOIA Section 40 Personal Info Redacted under FOIA Section 40 Personal Info This team will manage all MHRA employee enquiries, health surveillance/fitness for work and safety critical medical bookings, and other service delivery functions. The client services team will be available via telephone, e-mail, and online fifty two (52) weeks of the year, Monday to Friday 8 am to 6 pm with an out-of-hours voicemail service with an SLA response time of two working days. Telephone support will be accessible via a dedicated non-premium rate number with a UK dialling code. This resource model will make every service interaction prompt and seamless. Every MHRA employee will always feel supported, valued, and left in no doubt that their wellbeing is truly a top priority for us and for MHRA.

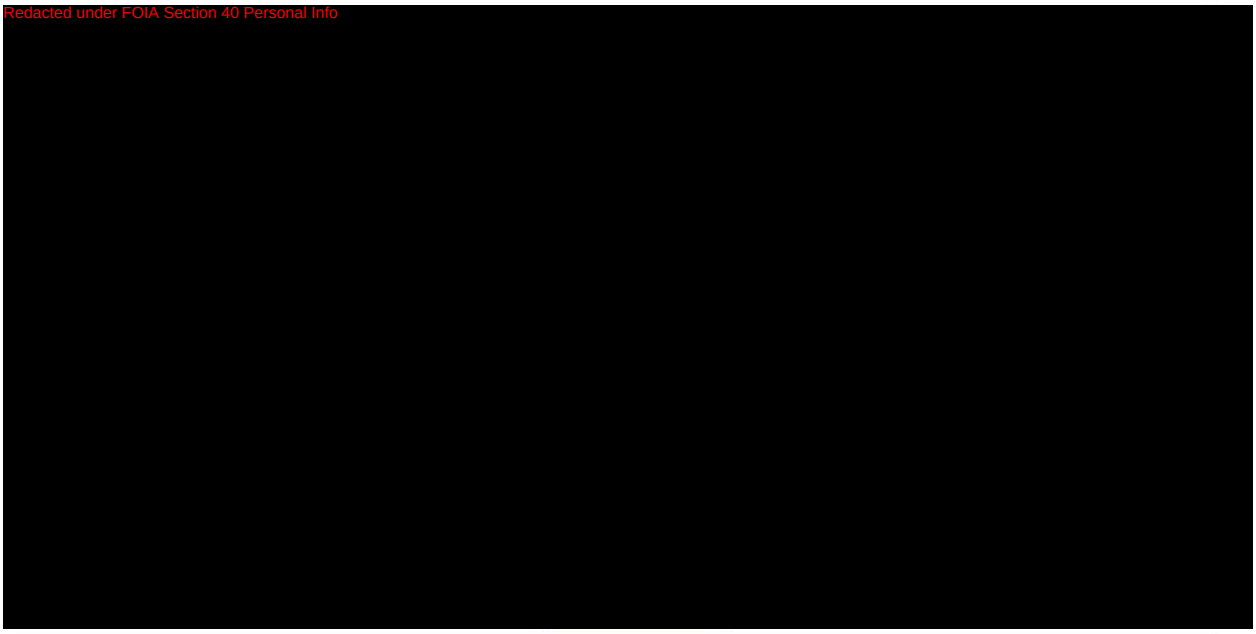
Throughout the Call-Off Contract your Account Manager and client services team will be responsible for:

- Regular reports to management and acting as the key point of contact for stakeholders involved in the Contract;
- Managing the day-to-day relationship and service quality/performance;
- Attending review meetings and managing any service improvement plans;

- Providing Management Information and suggesting appropriate actions;
- Driving recovery plans and service enhancements;
- Gaining an in-depth understanding of your needs and culture;
- Developing services in line with your needs and the needs of key interest groups;
- Owning and developing our relationship with you.

Account Manager Work Experience and Accomplishments

MHRA Client Services Team:



Redacted under FOIA Section 40 Personal Info

Management Information and Reports

Example Monthly and Quarterly Management Information and Performance Management/Progress Review Reports, and an Annual Service Review Report have been provided and can be found in the full Tender held on file.

Example Service Satisfaction Survey:

PAM Listen is a bespoke online platform used to gather client satisfaction results.

The below questions are an extract from the survey:

- Client Name
- Clinician Name
- Employee Name
- Q 1 How would you rate the quality of the advice in the report?
- Q 2 How would you rate the presentation of the report?
- Q 3 How satisfied were you with our advice & support?
- Q 4 Please provide us with any additional details you wish to share below
- Q 5 As the referring manager, do you believe the advice in this report has enabled the employee to return to work sooner / or remain at work?
- Q 6 If No, please provide a reason why.

Documented Complaints Process

In dealing with clinical complaints, PAM has agreed to an internal complaint management policy with the Nursing Midwifery Council and the General Medical Council for how we, as an employer, manage ethical, clinical or professional conduct matters relating to our clinicians.

Summary of PAM Complaints Process:

To deliver effective OH services, from time to time, a client's employee may report that they feel aggrieved at the clinician's advice or the consultation's conduct. The following complaints process sets out how the company will manage these issues:

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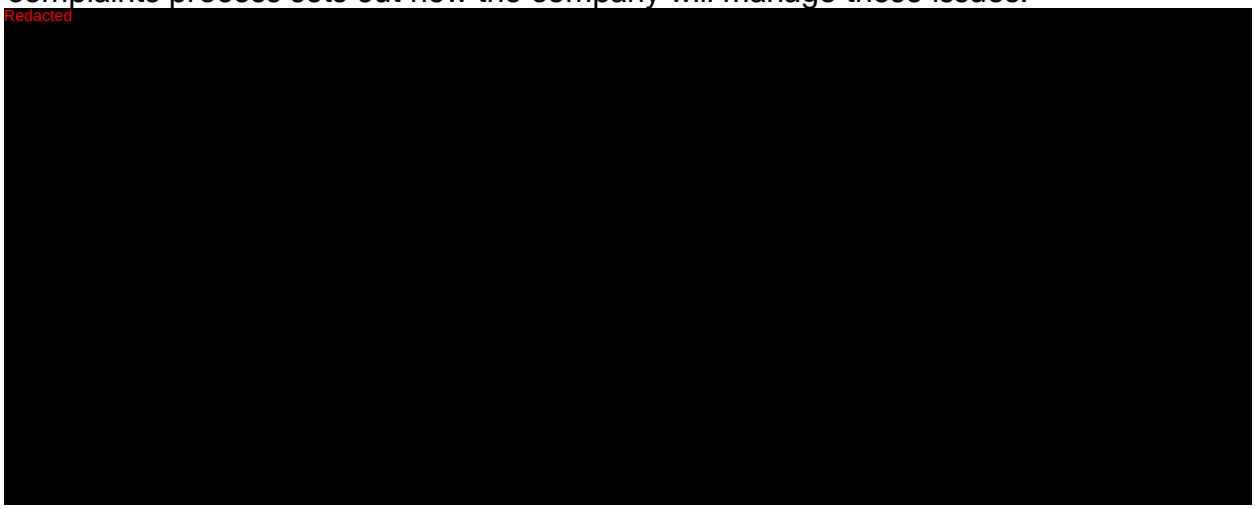

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PAM will consider whether suspending clinicians pending further investigation in such circumstances is appropriate.

Assurances on System Security and Data Protection

Provision of a secure online system for MHRA

Our primary strategy for data security is to retain all data within our secure electronic OH system, OHIO. Where we deal with paper documents, we minimise their use and have the facility to scan and upload documents securely. All paper documents are then securely destroyed. OHIO retains all occupational health data.

Tailoring the system to meet your data standards can be discussed with PAM's Head of IT Operations. However, we already have stringent measures in place ourselves; our Information Security Management System and OHIO align with ISO 27001 standards, for which we are accredited and externally audited by ISOQAR. This ensures we can demonstrate our total commitment to safeguarding our information security assets and provide confidence to our clients that we operate to the highest possible levels of professionalism they would expect in our operations sector. We are also Cyber Essentials, SEQOHS, ISO9001 & ISO22301 certified.

Information security protocols

PAM Group have adopted NCSC's guidance aimed at helping UK government departments, agencies, the critical national infrastructure and its supply chains protect their information and systems. GCHQ reviews their advice and principles regularly.

Redacted

Redacted

Access Controls:

Client data is stored as part of an organisational and security hierarchy and is only accessible to specific client managers. No client can access other clients' data. Within a client's environment, security permissions and login/password mechanisms control all access to data. Authorised PAM staff are the only users with access to multi-client data. OHIO accommodates bespoke organisational structures, from complex multi-site, multi-level hierarchies to simple single-layered flat systems. All data loaded and stored within the OHIO database, including backups and data at rest, is encrypted using AES 256-bit encryption.

Redacted

Back up of operational data

Backups provide PAM customers with digital protection to help ensure continuity of

service. We have also put physical security and fail-safes in place to help ensure a

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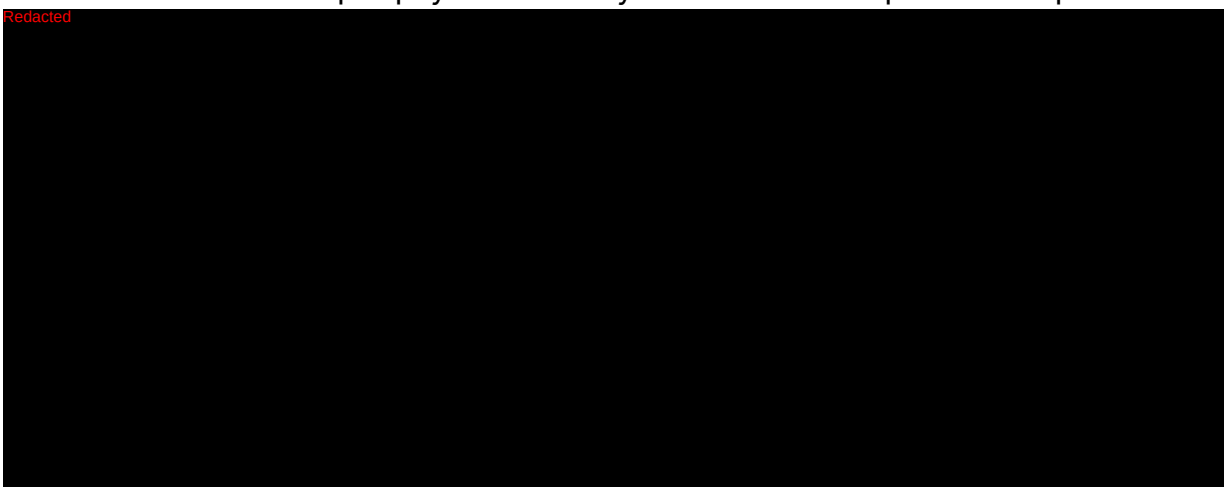


Handling and processing of data

OHIO is accessed online, and connecting our system to any MHRA system is not required.

PAM goes to great lengths to ensure the security of our infrastructure and data/information. Our data security management system and procedures are consistent with the following:

- GDPR 2018
- ISO 27001
- Cyber Essentials
- ISO 9001
- SEQOHS

Redacted

Information security, confidentiality and data protection are crucial to PAM. By becoming ISO 27001 accredited, we are protecting our organisation by putting an Information Security Management System in place and demonstrating to our clients that we have been independently assessed and verified.

In line with our commitment to information security, PAM has also passed the government's cyber essentials programme to comply with UK government standards. We can demonstrate that our organisation can defend against the most common form of cyber-attacks from the Internet. The Cyber Essentials scheme identifies some fundamental technical security controls that an organisation needs to have to help defend against Internet-borne threats.

Confidentiality measures applied by our staff when dealing with client employees include:

- Before conducting appointments, client employees must confirm their identity;

- In respect of telephone queries relating to employees, PAM will only provide a response to the named assigned manager (confirmed by asking security questions);
- Not disclosing confidential information to any third party unless the employee has provided consent;
- Conducting Face-to-face consultations in confidential consultation rooms assessed to ensure sufficient soundproofing;
- Our policy requiring clinicians to respect employees' confidentiality and promptly act if they think their safety, dignity or comfort is compromised.

Ensuring secure, compliant data storage:

Redacted

- As part of the implementation, our systems support team consult with clients to build an OHIO user hierarchy aligned to their access and reporting requirements – this controls which employee information an assigned manager can access. It also allows PAM to report MI trending data at a granular level, i.e. by department and sub-department.
- Assigned managers have access to OHIO via a username (the manager's email address) and a confidential password unique to each manager. There is no limit to the number of user licenses we can allocate, so you can have as many managers using the system as you wish at no extra cost.)
- Using OHIO, we do not use email or post to transfer medical or employee information. We and our clients access all reports via a secure HTTP connection (directly from the OHIO server). When a clinician completes an outcome report, OHIO generates a notification email to the assigned manager instructing them to log in to OHIO to see the information, removing the security risks associated with sending reports by email and post.

Redacted

Disaster recovery

Business Continuity Management Plan has been provided and can be found in the full Tender held on file.

Strategy for seeking continuous improvement, innovation and added value, and Service Impact Evaluation

Methodology for Measuring Services

PAM will wholeheartedly assist MHRA in achieving your business objectives, particularly reducing and managing sickness absence. We see the provision of good Management Information as central to delivering the services and strategies to deliver the maximum return on your investment. Like many today, PAM is a very data-rich company. What makes us stand out is that we don't just transact all services through the same IT platform, 'OHIO' (Occupational Health, Wellbeing, Physiotherapy & Psychological services, and even EAP; there's only one OHIO system, and we built it ourselves. We capture all our service data centrally, providing our clients with a detailed and comprehensive profile of a client's employee health, well-being, therapies, consultations, appointments, missed appointments and work absences.

Granular Reporting:

During the implementation stages, we will work with MHRA to create a bespoke hierarchy within OHIO aligned to your organisational structure. We can then capture and report trend data at any level – i.e. broken down by group, region, location, department and sub-department. Therefore, we can drill down and pinpoint the priority hotspot areas, e.g. by looking at trends in ill health. We can also incorporate MHRA's absence data into our MI reports – forming an all-inclusive absence report.

Assessing the Effectiveness of the Service:

Evaluating our effectiveness as a provider is critically essential to PAM; as such, we utilise several established mechanisms which enable us to monitor performance, measure outcomes, and determine where improvements are required – this includes (at colleague/clinician level) performance targets and weekly clinical audits; and (at client level) performance reporting, annual satisfaction surveys, employee feedback surveys and, perhaps most importantly of all, defined targets centred on your core objectives such as reduced absence using our GO Plan methodology.

Monitoring Service Performance:

To ensure a structured approach to performance, PAM will operate under a service level agreement incorporating agreed MHRA Key Performance Indicators. Once we have agreed and documented the KPIs, we will collate and produce KPI statistics to review our performance as part of the ongoing contract management schedule. PAM will provide a monthly management pack of statistics relevant to the services.

Addressing Complaints:

In dealing with clinical complaints, PAM has agreed to an internal complaint management policy with the Nursing Midwifery Council and the General Medical Council for how we, as an employer, manage ethical, clinical or professional conduct matters relating to our clinicians. Summary of PAM Complaints Process outlined in the Contracts Management section above.

Utilising Feedback:

PAM Listen is our online customer service questionnaire, available to managers / HR and employees via three primary routes – OHIO, the PAM Listen website or auto-generated feedback requests - to encourage feedback following service interaction proactively. MHRA's assigned client manager will review feedback, look for any key trends, and make recommendations and suggestions for service developments.

Review & Analyse Trends in Absence Data

Our assigned Account Management team will use this data to inform and shape the strategic direction of the service in terms of understanding what and where the critical absence/health risks are. PAM's data enables us to pinpoint geographical trends and profile demographics, which means we can be even more intelligent when developing initiatives to ensure we are correctly targeting specific groups.

We will provide MI reports to MHRA on the agreed frequencies before the contract review meetings occur.

Reports will be analysed in partnership with MHRA as No.1 on the monthly and quarterly review meeting agenda, with a more in-depth focus at the quarterly meetings, where the assigned account manager will summarise the key areas/themes in presentation format and provide their advice and recommendations. Our objective will always be to concentrate on continual improvement - whether that be advising on trends in ill health and ways that we can help through the introduction of new appropriate services or where there has been a service issue identified.

Benefits & Added Value

Proposed Technology, Upgrades & Enhancements:

We have listed below proactive PAM healthcare initiatives which may be of interest to MHRA now or in the future:

Redacted

Recommendations for changes/improvements

In addition to analysing and end-user feedback, PAM constantly looks for new, innovative and efficient ways of working. PAM will use lessons learnt from our diverse client portfolio and harness any beneficial or innovative strategies for MHRA, such as using the latest technology or replicating successful well-being initiatives.

To achieve this, we will benchmark against market intelligence by:

Redacted

Social Value - Tackling economic inequality: Increase supply chain resilience and capacity

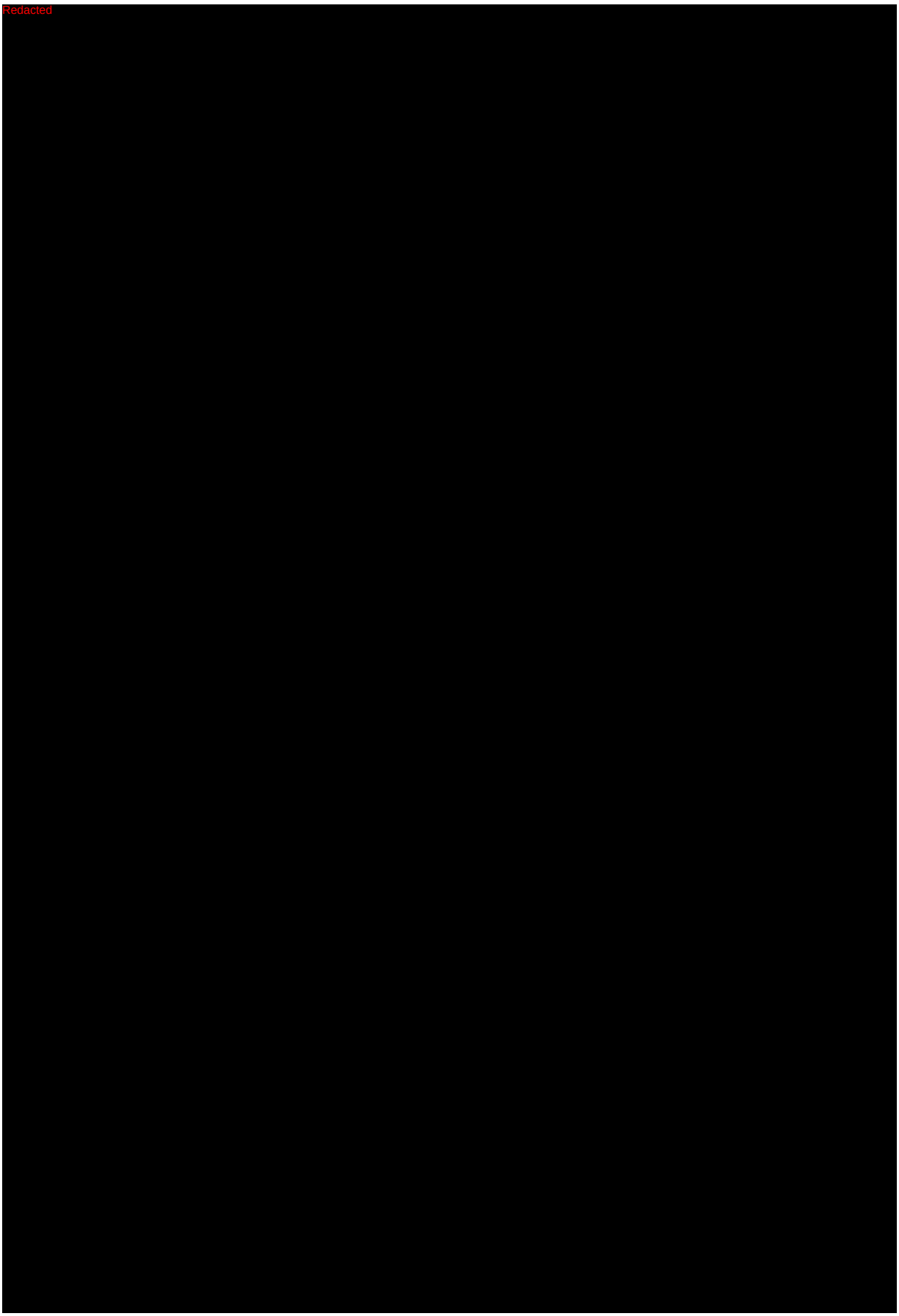
Redacted

Redacted

Social Value - Wellbeing: Improve health and wellbeing

Redacted

Redacted




Redacted

Call-Off Schedule 5 (Pricing Details)

Fixed Charge and Ratecard – Occupational Health Services on National Basis

Redacted under FOIA Sect 43(2) Commercial Interests

Each monthly invoice will be accompanied with a summarised MI report correlating with the items on the invoice to detail the breakdown of all costs.

The Call-Off Contract award value (for the maximum Contract Period) is estimated at up to a maximum of £310,000.00.

FIXED CHARGE – ONSITE PROVISION AND ADVICE SERVICES

Description of Services	Supplier Personnel	Estimated Annual Volumes (1 day X 52 weeks)	Day Rate (same rate to apply for any increase in days)	SUBTOTAL (PER ANNUM)

Onsite Occupational Health Services **(onsite OHA shall undertake all nurse-related Services)**	Service is for an onsite Occupational Health Advisor (OHA)/ Nurse working at the Buyer's premises and will include: 1) Referrals from Buyer 2) Attendance Management Advice and Assessments 3) Attendance Management Reports 4) Case Conferences 5) Ill Health Retirement Assessments and reports 6) Pre-Appointment appointments 7) Fitness for Task Assessments 8) Health Surveillance Assessments 9) Treatments: Immunisations, Vaccinations/Inoculations, Medications and Blood Tests 10) Workplace Assessments and Adjustments.	Redacted under FOIA Sect 43(2) Commercial Interests

Description of Services		Supplier Personnel	Estimated Headcount	Price Per Head Per Annum (rate for upto 1,400 staff)	SUBTOTAL (PER ANNUM)
Advice Services	Advice Services are inclusive of: 1) Telephone (non-premium rate number) Support Services 2) Online Portal 3) Publicity and promotion. {Organisationally branded as agreed}.	Relevant qualified resources (to support staff numbers of between 1,200 up to 1,400).	Redacted under FOIA Sect 43(2) Commercial Interests		
			ANNUAL & MONTHLY CHARGES EXCLUDING VAT		
Redacted under FOIA Sect 43(2) Commercial Interests					

Redacted under FOIA Sect 43(2) Commercial Interests

RATECARD FOR POSSIBLE SERVICES

NOTE: Some of these service rates/Charges may not separately be applied, where these are provided by the onsite OHA/nurse as would then be incorporated in the Fixed Charge.

Also, in regards to the annual volume estimates provided, where there are higher quantities for a service, the Supplier should advise where there is an impact on the stated rate (either an increase or decrease).

All rates exclude VAT.

Attendance Management

Description		Supplier Personnel	Estimated Annual Volumes (where carried out separately from agreed OHA onsite work)	Online	Telephone/ Virtual (e.g. Skype, Zoom etc)	Face to Face offsite (i.e. at Supplier's or clinic premises)	Face to Face onsite (i.e. at the Buyer's premises or on location)	Home Visit
Referrals from the Buyer/ MHRA	Service is per Attendance Management case and inclusive of: 1) Referrals from the Buyer 2) Attendance Management Advice and Assessments 3) Attendance Management case Reports 4) Case Management. (NB the price is for a total referral end to end no matter the extent of each case).	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests					
		Occupational Health Physician						

Description		Supplier Personnel	Estimated Annual Volumes	Charge Per Report
Further Medical Evidence	Charge per report to include request, briefing, further medical evidence assessment, reports and administration.	General Practitioner or Occupational Health Physician	Redacted under FOIA Sect 43(2) Commercial Interests	
		Specialist		
Ill Health Retirement	Charge per report to include assessment of medical evidence to support applications for ill health retirement, reports and administration.	General Practitioner or Occupational Health Physician		

Description		Supplier Personnel	Estimated Annual Volumes (where carried out separately from agreed OHA onsite work)	Hourly Rate	Half Day Rate (4 hours)	Day Rate (8 hours)
Case Conferences	Participation at case conferences including provision of case reports, rework and administration. Case conference may be for one or multiple cases.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests			
		Occupational Health Physician				

Onsite Occupational Health Services

NOTE: Charge for 1 day onsite presence has already been incorporated in the fixed Charge above.

Description		Supplier Personnel	Estimated Annual Volumes	Half Day Rate (4 hours)	Day Rate (8 hours)	Day Rate for additional 1 day's presence
Onsite Occupational Health Services **(assigned onsite OHA shall undertake all nurse-related Services).**	Service is for an onsite Occupational Health Advisor (OHA)/Nurse working at the Buyer's premises and will include: 1) Referrals from the Buyer 2) Attendance Management Advice and Assessments 3) Attendance Management Reports 4) Case Conferences 5) Ill Health Retirement assessments and reports 6) Pre-Appointment appointments 7) Fitness for Task	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests			

	Assessments 8) Health Surveillance Assessments 9) Treatments: Immunisations, Vaccinations/ Inoculations, Medications and Blood Tests 10) Workplace Assessments and Adjustments.		Redacted under FOIA Sect 43(2) Commercial Interests

Health Education Awareness Programmes and Consultancy Services

NOTE: The Supplier's standard training and promotional material shall be provided free of charge - below are the Charges for tailoring or for the development of new programmes. Consultancy services may be for specific programmes, seminars or for general advice and guidance.

Description		Supplier Personnel	Estimated Annual Volumes	Hourly Rate	Half Day Rate (4 hours)	Day Rate (8 hours)
Development of the Buyer's occupational health and wellbeing promotion and awareness programmes	Charge for development of promotional and awareness materials specifically for the Buyer: - design and development of programme material - production of promotional material.	Single Rate of Supplier Personnel (one standard rate)	Redacted under FOIA Sect 43(2) Commercial Interests			
Delivery of the Buyer's occupational health and wellbeing promotion and awareness programmes	Charge for delivery of tailored occupational health and wellbeing promotion and awareness programme using agreed delivery approach with the Buyer.	Single Rate of Supplier Personnel (one standard rate)				

Consultancy Services	Charge for specialist consultancy services as agreed with the Buyer.	Health and Safety consultants	Redacted under FOIA Sect 43(2) Commercial Interests
		Project Manager	
		Occupational Health Advisors	
		Occupational Health Physicians	
		Occupational Therapists	
		Psychiatrist	
		Psychologist	

Fitness For Task Assessments and Health Surveillance Services

Description		Supplier Personnel	Estimated Annual Volumes (where carried out separately from agreed OHA onsite work)	Online	Telephone/ Virtual (e.g. Skype, Zoom etc)	Face to Face offsite *(i.e. at Supplier or clinic premises)*	Face to Face onsite *(i.e. at the Buyer's premises, on location or home visit)*
Pre-Appointment/Employment Checks							
Pre-Appointment Assessment	Online assessment which provides automatic clearance for the Buyer's Personnel, with no onward referral for further assessments.	Occupational Health Advisor					
		Occupational Health Physician					
Pre-Appointment Assessment	Face to face or telephone appointment with an Occupational Health Advisor or Occupational Health Physician when an issue has been identified by the online assessment.	Occupational Health Advisor					
		Occupational Health Physician					

Redacted under FOIA Sect 43(2) Commercial Interests

Description		Supplier Personnel	Estimated Annual Volumes (where carried out separately from agreed OHA onsite work)	Online	Telephone/ Virtual (Skype, Zoom etc)	Face to Face offsite *(i.e. at the Supplier's or clinic premises)*	Face to Face onsite *(i.e. at the Buyer's premises, on location or home visit)*
Fitness For Task Assessments							
Annual medical assessment - safety critical roles	Inclusive of referral, assessment, report, records maintenance and administration.	Technician	Redacted under FOIA Sect 43(2) Commercial Interests				
		Occupational Health Advisor					
		Occupational Health Physician					
Baseline hearing tests	Inclusive of referral, assessment, report, records maintenance and administration.	Technician					

		Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
Breathing apparatus medical and face fitness testing	Inclusive of referral, assessment, report, records maintenance and administration.	Technician	
		Occupational Health Advisor	
		Occupational Health Physician	
Colour Vision	Inclusive of referral, assessment, report, records maintenance and administration.	Technician	

“	“	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Optician	
Confined space working Assessment	Inclusive of referral, assessment, report, records maintenance and administration.	Technician	
		Occupational Health Advisor	
		Occupational Health Physician	

Control and restraint training	Inclusive of referral, assessment, report, records maintenance and administration.	Specialist Trainer	Redacted under FOIA Sect 43(2) Commercial Interests
Fitness to travel or work overseas assessment	Inclusive of referral, assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupational Health Physician	
Fitness to undertake training assessment (PAT)	Inclusive of referral, assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupational Health Physician	

Fork lift truck medical	Inclusive of referral, assessment, report, records maintenance and administration.	Technician	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Advisor	
		Occupational Health Physician	
Hearing test	Inclusive of referral, assessment, report, records maintenance and administration.	Technician	
		Occupational Health Advisor	
		Occupational Health Physician	

Night worker assessment (in accordance with the Working Time Regulations)	Inclusive of referral, assessment, report, records maintenance and administration.	Technician	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Advisor	
		Occupational Health Physician	
Personal safety training fitness assessment	Inclusive of referral, assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupational Health Physician	

Podiatry assessment	Inclusive of referral, assessment, report, records maintenance and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Physician	
Pregnant worker assessment	Inclusive of referral, assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupational Health Physician	

Weight of equipment fitness assessment	Inclusive of referral, assessment, report, records maintenance and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Physician	
Working at heights assessment	Inclusive of referral, assessment, report, records maintenance and administration.	Technician	
		Occupational Health Advisor	
		Occupational Health Physician	

Description	Supplier Personnel	Estimated Annual Volumes (where carried out separately from agreed OHA onsite work)	Online	Telephone	Face to Face offsite *(i.e. at the Supplier's or clinic premises)*	Face to Face onsite *(i.e. at the Buyer's premises, on location or home visit)*
Health Surveillance Assessment						
Air quality and compressed air	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Physician	Redacted under FOIA Sect 43(2) Commercial Interests			
Animal allergy	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor				
		Occupational Health Physician				

Asbestos health check	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Physician	Redacted under FOIA Sect 43(2) Commercial Interests
Body Fluid Exposure Management	Low risk incident requiring no further follow up. Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupation Health Physician	
	High Risk incident (injuries that involve a risk of a blood-borne virus such as HIV, HBV or HCV or require Post Exposure Prophylaxis or any other required medication). Inclusive of referral, surveillance assessment, report, records maintenance, administration and treatment.	Occupational Health Advisor	
		Occupation Health Physician	

Dermatology / Skin assessment	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Technician	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Advisor	
		Occupational Health Physician	
Fitness to travel overseas - online	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupational Health Physician	

Functional capacity evaluation	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Physician	
Hand Arm Vibration (HAV)	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Technician (Tiers 1-3)	
		Occupational Health Advisor (Tiers 1-3)	
		Occupational Health Physician (Tiers 4&5)	

Ionisation radiation medical	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Physician	Redacted under FOIA Sect 43(2) Commercial Interests
Baseline hearing test	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Technician	
		Occupational Health Advisor	
		Occupational Health Physician	

Noise assessment/ hearing surveillance	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Technician	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Advisor	
		Occupational Health Physician	
Potential exposure to dangerous chemicals, biological warfare agents or other dangerous fumes	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupational Health Physician	

Respiratory	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Technician	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Advisor	
		Occupational Health Physician	
Exposure to high risk hazards asbestos, lead, substances in schedule 6 of the COSHH regulations, ionising radiation and work in compressed air	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupational Health Physician	

Biological monitoring or biological effect monitoring is required to measure and assess uptake and/or effects of exposure to substances	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Physician	
Spirometry/lung function tests	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	
		Occupational Health Physician	

Needle Stick Injury Management	Low risk incident requiring no further follow up. Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Physician	
	High Risk incident (injuries that involve a risk of a blood-borne virus such as HIV, HBV or HCV or require Post Exposure Prophylaxis or any other required medication). Inclusive of referral, surveillance assessment, report, records maintenance, administration and treatment.	Occupational Health Advisor	
		Occupational Health Physician	

Mental Health/ Psychological Surveillance	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Mental Health Assessor	
Splash injury	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	
Vibration (Whole body)	Inclusive of referral, surveillance assessment, report, records maintenance and administration.	Occupational Health Advisor	

Description		Supplier Personnel	Estimated Annual Volumes (where carried out separately from agreed OHA onsite work)	Online	Telephone/ Virtual (e.g Skype, Zoom etc)	Face to Face offsite *(i.e. at the Supplier's or clinic premises)*	Face to Face onsite *(i.e. at the Buyer's premises, on location or home visit)*
Health Screening / Physiotherapy							
Physiotherapy initial Assessment	Inclusive of referral, physiotherapy assessment, report and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests				
		Physiotherapist					

Physiotherapy follow-up assessment	Inclusive of referral, physiotherapy assessment, report and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Physiotherapist	
Physiotherapy treatment session	Inclusive of referral, physiotherapy treatment, records maintenance and administration.	Physiotherapist	

Treatments – Immunisations, Vaccinations, Blood Tests, and Medications

Description	Estimated Annual Volumes	Charge Per Dose (e.g. per Injection or per Tablet)
Immunisations, Vaccinations & Inoculations		
BCG	Redacted under FOIA Sect 43(2) Commercial Interests	
Cholera oral		
Combined Diphtheria, Tetanus and Polio		
Combined Hepatitis A + B		
Combined Hepatitis A + Typhoid		
Diftavax (Combined Diphtheria and Tetanus)		
Diphtheria		
Flu		

Hepatitis A	Redacted under FOIA Sect 43(2) Commercial Interests
Hepatitis B	
Hepatitis C	
Hepatyrix	
Japanese Encephalitis	
Mantoux test	
Meningitis ACWY	
Meningococcal Meningitis	
Polio	
Rabies	
Rubella / MMR	

TB	Redacted under FOIA Sect 43(2) Commercial Interests
Tetanus	
Typhoid	
Typhoid (Oral)	
VZV (Chicken pox)	
Yellow Fever	
Anthrax	
Pertussis	
Influenza	
Covid	
Seasonal Flu (onsite clinics)	

Seasonal Flu vouchers	Redacted under FOIA Sect 43(2) Commercial Interests
Blood Tests	
Blood Group	Redacted under FOIA Sect 43(2) Commercial Interests
Blood Tests - Hepatitis A Antibody	
Blood Tests - Hepatitis B Antibody	
Blood Tests - Hepatitis C Antibody	
Diphtheria Immunity	
Hepatitis B Surface Antigen	
HIV Antibodies	
Rubella Antibodies	
Urine Cytology	

Brucella	Redacted under FOIA Sect 43(2) Commercial Interests
Q Fever	
T Spot Test - TB	
Mumps	
Polio	
Pertussis	
Measles	
Chicken Pox	
Medications	
Tetanus	Redacted under FOIA Sect 43(2) Commercial Interests
Diarrhoea: Diarrhoea Treatment Kit	

Insect Repellent: Diethyltoluamide (DEET – Insect repellent)	Redacted under FOIA Sect 43(2) Commercial Interests
Broad Spectrum : Doxycycline Tablets	
Diarrhoea: Loperamide	
Malaria : Chloroquine tablets	
Malaria : Malarone tablets	
Malaria : Malarone Paediatric tablets	
Malaria : Avloclor tablets	
Malaria : Mefloquine (Lariam) tablets	
Malaria : Paludrine tablets	
Insect Repellent : Mosi Guard 50% Spray	
Insect Repellent : Mosi Guard Natural	
Influenza type A and B: Tamiflu	

Administration of the Treatments

Description	Estimated Annual Volumes (where carried out separately from agreed OHA onsite work)	Hourly	Half Day Rate (4 hours)
Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests		

Therapeutic Psychological Services

Description		Estimated Annual Volumes	Session Rate	Day Rate (8 hours)
Therapeutic Intervention to be delivered by suitability qualified Supplier Personnel - Charged as standard 60 minute sessions	Assessment of the Buyer's Personnel psychological status, report including treatment recommendation and administration.	Redacted under FOIA Sect 43(2) Commercial Interests		
	Individual CBT Session.			
	Group CBT Session.			
	Individual Trauma Focussed CBT Session.			
	Group Trauma Focussed CBT Session.			
	Eye Movement Desensitization and Reprocessing (EMDR).			

Workplace Assessments and Adjustments

Description		Supplier Personnel	Estimated Annual Volumes (where carried out separately from agreed OHA onsite work)	Online	Telephone/ Virtual (e.g. Skype, Zoom etc)	Face To Face Offsite *(i.e. at the Supplier's premises or clinic premises)*	Face To Face Onsite *(i.e. at the Buyer's premises or on location)*	Home Visit
Workstation Assessment	Assessment of the Buyer's Personnel workstation requirements, including report and administration.	Technician	Redacted under FOIA Sect 43(2) Commercial Interests					
		Occupational Health Advisor						
Workplace assessment	Assessment of Buyer's Personnel workstation requirements, including report and administration.	Technician						
		Occupational Health Advisor						

Workplace Assessment - Hearing Loss	Assessment for Reasonable Adjustments for the Buyer's Personnel with hearing loss, including report and Administration.	Technician	Redacted under FOIA Sect 43(2) Commercial Interests
		Occupational Health Advisor	
		Specialist Advisor	
Workplace Assessment - Sight Loss	Assessment for Reasonable Adjustments for the Buyer's Personnel with sight loss, including report and administration.	Technician	
		Occupational Health Advisor	
		Specialist Advisor	

Workplace Assessment – Dyslexia	Assessment for Reasonable Adjustments for Dyslexia including report and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Specialist Dyslexia assessor	
Workplace Assessment – Autism	Assessment for Reasonable Adjustments for Autism including report and administration.	Occupational Health Advisor	
		Specialist Autism Assessor	
Workplace Assessment – Dyspraxia	Assessment for Reasonable Adjustments for Dyspraxia including report and administration.	Occupational Health Advisor	
		Specialist Dyspraxia Assessor	

Workplace Assessment – ADHD	Assessment for Reasonable Adjustments for ADHD including report and administration.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Specialist ADHD Assessor	
Ergonomic and Display Screen Equipment (DSE) Assessment	Display Screen Equipment workplace assessment including report and Administration.	Technician	
		Occupational Health Advisor	
		Ergonomic Specialist	

Mental Health Workplace Assessment	Assessment for Reasonable Adjustments for mental health conditions including report and administration.	Mental Health Assessor	Redacted under FOIA Sect 43(2) Commercial Interests
Workplace Needs Assessment	Assessment for a Buyer's Personnel need for adjustments where there is no diagnosis including report and administration.	Occupational Health Advisor	
		Specialist Assessor	
Learning Difficulty Diagnosis	Assessment for a Buyer's Personnel need learning difficulty diagnosis including report and administration.	Occupational Health Advisor	
		Specialist Assessor	

Coping Strategy Coaching	Coaching for a Buyer's Personnel experiencing severe difficulties carrying out tasks in the workplace.	Occupational Health Advisor	Redacted under FOIA Sect 43(2) Commercial Interests
		Workplace Coach	
Workplace Assessment for Support Worker	Assessment for a Buyer's Personnel need for a clinical or non-clinical support worker including report and administration.	Occupational Health Advisor	
		Specialist Advisor	
Occupational Therapy Assessment	Occupational therapy assessment of a Buyer's Personnel where a clinical need has been identified Includes report and administration.	Occupational Health Advisor	
		Occupational Therapist	

OTHER OR OPTIONAL FEES AND CHARGES

Description	Pricing (with applicable notes)
IMPLEMENTATION	
Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests

SYSTEMS	
Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
TRAINING	
Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests

ACCOUNT/CONTRACT MANAGEMENT AND MI	
Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
EQUIPMENT/SUPPLIES	
Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests

Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests
OTHER	
Redacted under FOIA Sect 43(2) Commercial Interests	Redacted under FOIA Sect 43(2) Commercial Interests

Cancellation/non-attendance Charges

Where an appointment that is to be delivered remotely is cancelled with less than 48 hours' notice or not attended, a cancellation charge of the full fee will apply where the appointment cannot be utilised.

Where an appointment that is to be delivered face to face is cancelled with less than five (5) working days' notice or not attended, a cancellation charge of the full fee will apply where the appointment cannot be utilised.

A cancellation charge (full fee) shall apply where an onsite or mobile clinic is cancelled with less than seven (7) working days' of scheduled date.

Cancellation charges shall apply for workshops and seminars cancelled with less than two (2) weeks' notice. The cancellation charges should be reflective of whether or not the venue or Supplier Staff are able to be used for other purposes and be reduced/waived accordingly.

Call-Off Schedule 7 (Key Supplier Staff)

1.1 The Annex 1 to this Schedule lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.

1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.

1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.

1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:

1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);

1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.

1.5 The Supplier shall:

1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and

1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.

1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

Annex 1- Key Roles

Key Role	Key Staff	Call-Off Contract Details
Account/Contract Manager	Redacted under FOIA Section 40 Personal Info	Role described above
Onsite Occupational Health Advisor (OHA/nurse)		Role described above
To note other nominated staff: • Redacted under FOIA Section 40 Personal Info • •		

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of this Schedule;
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Related Supplier"	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
"Review Report"	has the meaning given to it in Paragraph 6.3 of this Schedule; and
"Supplier's Proposals"	has the meaning given to it in Paragraph 6.3 of this Schedule;

2 BCDR Plan

2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 At least ninety (90) Working Days prior to the Start Date (or as otherwise agreed) the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a "BCDR Plan"), which shall detail the processes and arrangements that the Supplier shall follow to:

2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and

2.2.2 the recovery of the Deliverables in the event of a Disaster

2.3 The BCDR Plan shall be divided into three sections:

2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3 General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;

3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;

3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;

3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;

3.1.6 contain a risk analysis, including:

a) failure or disruption scenarios and assessments of likely frequency of occurrence;

b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;

c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and

d) a business impact analysis of different anticipated failures or disruptions;

3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;

3.1.9 identify the procedures for reverting to "normal service";

3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;

3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

3.2 The BCDR Plan shall be designed so as to ensure that:

3.2.1 the Deliverables are provided in accordance with this Call-Off Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and

3.2.4 it details a process for the management of disaster recovery testing.

3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.

3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Call-Off Contract.

4 Business Continuity (Section 2)

4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:

4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and

4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.

4.2 The Business Continuity Plan shall:

4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;

4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;

4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and

4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

5 Disaster Recovery (Section 3)

5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:

5.2.1 loss of access to the Buyer Premises;

5.2.2 loss of utilities to the Buyer Premises;

5.2.3 loss of the Supplier's helpdesk or CAFM system;

5.2.4 loss of a Subcontractor;

5.2.5 emergency notification and escalation process;

5.2.6 contact lists;

5.2.7 staff training and awareness;

5.2.8 BCDR Plan testing;

5.2.9 post implementation review process;

5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;

5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and

5.2.13 testing and management arrangements.

6 Review and changing the BCDR Plan

6.1 The Supplier shall review the BCDR Plan:

6.1.1 on a regular basis and as a minimum once every six (6) Months;

6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and

6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.

6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

7 Testing the BCDR Plan

7.1 The Supplier shall test the BCDR Plan:

7.1.1 regularly and in any event not less than once in every Contract Year;

7.1.2 in the event of any major reconfiguration of the Deliverables

7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).

7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

7.5.1 the outcome of the test;

7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and

7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8 Invoking the BCDR Plan

8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

9 Circumstances beyond your control

9.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure.

Call-Off Schedule 9 (Security)

Part A: Short Form Security Requirements

1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Breach of Security"	the occurrence of: a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Call-Off Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Call-Off Contract, in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.

2 Complying with security requirements and updates to them

2.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.

2.2 The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy

and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

2.3 Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.

2.4 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.

2.5 Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

3 Security Standards

3.1 The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.

3.2 The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:

3.2.1 is in accordance with the Law and this Call-Off Contract;

3.2.2 as a minimum demonstrates Good Industry Practice;

3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and

3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.

3.3 The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

3.4 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

4 Security Management Plan

4.1 Introduction

4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

4.2 Content of the Security Management Plan

4.2.1 The Security Management Plan shall:

a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Call-Off Contract relevant to security;

b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;

c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Call-Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;

e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Call-Off Contract;

f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Call-Off Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and

g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

4.3 Development of the Security Management Plan

4.3.1 Within sixty (60) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.

4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.

4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.

4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

4.4 **Amendment of the Security Management Plan**

4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:

a) emerging changes in Good Industry Practice;

b) any change or proposed change to the Deliverables and/or associated processes;

c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;

d) any new perceived or changed security threats; and

e) any reasonable change in requirements requested by the Buyer.

4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

a) suggested improvements to the effectiveness of the Security Management Plan;

b) updates to the risk assessments; and

c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

5 Security breach

5.1 Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

5.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

a) minimise the extent of actual or potential harm caused by any Breach of Security;

b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;

c) prevent an equivalent breach in the future exploiting the same cause failure; and

d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

5.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any

required change to the Security Management Plan shall be at no cost to the Buyer.

Call-Off Schedule 10 (Exit Management)

1 Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables but which are also used by the Supplier or Key Subcontractor for other purposes;
"Registers"	the register and configuration database referred to in Paragraph 2.2 of this Schedule;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party;

"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 5.1 of this Schedule;
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.2 of this Schedule;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Buyer;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule.

2 Supplier must always be prepared for Contract exit

2.1 The Supplier shall within 30 days from the Start Date provide to the Buyer a copy of its depreciation policy to be used for the purposes of calculating Net Book Value (if applicable).

2.2 During the Contract Period, the Supplier shall promptly:

2.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and

2.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables.

("**Registers**").

2.3 The Supplier shall:

2.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and

2.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Buyer) at the request of the Buyer to the Buyer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Buyer and the Buyer may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.

2.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Call-Off Contract.

3 Assisting re-competition for Deliverables

3.1 The Supplier shall, on reasonable notice, provide to the Buyer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Buyer shall reasonably require in order to facilitate the preparation by the Buyer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").

3.2 The Supplier acknowledges that the Buyer may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement Supplier to the extent that such disclosure is necessary in connection with such engagement.

3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Buyer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Buyer in relation to any such changes).

3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4 Exit Plan

4.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Buyer an Exit Plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the

Buyer.

4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4.3 The Exit Plan shall set out, as a minimum:

4.3.1 a detailed description of both the transfer and cessation processes, including a timetable; how the Deliverables will transfer to the Replacement Supplier and/or the Buyer;

4.3.1 details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;

4.3.2 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;

4.3.3 proposals for providing the Buyer or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;

4.3.4 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;

4.3.5 proposals for the identification and return of all Buyer Property in the possession of and/or control of the Supplier or any third party;

4.3.6 proposals for the disposal of any redundant Deliverables and materials;

4.3.7 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the Termination Assistance Period; and

4.3.8 any other information or assistance reasonably required by the Buyer or a Replacement Supplier.

4.4 The Supplier shall:

4.4.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

a) every year throughout the Contract Period; and

b) no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;

c) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

d) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the Deliverables (including all changes under the Variation

Procedure); and

4.4.2 jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.

4.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Call-Off Contract.

4.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5 Termination Assistance

5.1 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a **"Termination Assistance Notice"**) at least four (4) Months prior to the Expiry Date or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Deliverables.

5.2 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

5.3 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Buyer approved version of the Exit Plan (insofar as it still applies).

6 Termination Assistance Period

6.1 Throughout the Termination Assistance Period the Supplier shall:

6.1.1 continue to provide the Deliverables (as applicable) and otherwise perform its obligations under this Call-Off Contract and, if required by the Buyer, provide the Termination Assistance;

6.1.2 provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its

Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Buyer and/or its Replacement Supplier;

6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;

6.1.4 subject to Paragraph 6.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Call-Off Contract;

6.1.5 at the Buyer's request and on reasonable notice, deliver up-to-date Registers to the Buyer;

6.1.6 seek the Buyer's prior written consent to access any Buyer Premises from which the de-installation or removal of Supplier Assets is required.

6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

6.3 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7 Obligations when the contract is terminated

7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.

7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Deliverables and the Termination Assistance), the Supplier shall:

7.2.1 vacate any Buyer Premises;

7.2.2 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;

7.2.3 provide access during normal working hours to the Buyer and/or the Replacement Supplier for up to twelve (12) Months after expiry or termination to:

a) such information relating to the Deliverables as remains in the possession or control of the Supplier; and

b) such members of the Supplier Staff as have been involved in the design, development and provision of the Deliverables and who are still employed by the Supplier, provided that the Buyer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.

7.3 Except where this Call-Off Contract provides otherwise, all licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Deliverables shall be terminated with effect from the end of the Termination Assistance Period.

8 Assets, Sub-contracts and Software

8.1 Following notice of termination of this Call-Off Contract and during the Termination Assistance Period, the Supplier shall not, without the Buyer's prior written consent:

8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the Deliverables; or

8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

8.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier, the Buyer shall notify the Supplier setting out:

8.2.1 which, if any, of the Transferable Assets the Buyer requires to be transferred to the Buyer and/or the Replacement Supplier ("**Transferring Assets**");

8.2.2 which, if any, of:

a) the Exclusive Assets that are not Transferable Assets; and

b) the Non-Exclusive Assets,

the Buyer and/or the Replacement Supplier requires the continued use of; and

8.2.3 which, if any, of Transferable Contracts the Buyer requires to be assigned or novated to the Buyer and/or the Replacement Supplier (the **"Transferring Contracts"**),

in order for the Buyer and/or its Replacement Supplier to provide the Deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Buyer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the Deliverables or the Replacement Goods and/or Replacement Services.

8.3 With effect from the expiry of the Termination Assistance Period, the Supplier

shall sell the Transferring Assets to the Buyer and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

8.4 Risk in the Transferring Assets shall pass to the Buyer or the Replacement Supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.

8.5 Where the Buyer and/or the Replacement Supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:

8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Buyer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which

8.5.2 procure a suitable alternative to such assets, the Buyer or the Replacement Supplier to bear the reasonable proven costs of procuring the same.

8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Buyer and/or the Replacement Supplier. The Supplier shall execute such documents and provide such other assistance as the Buyer reasonably requires to effect this novation or assignment.

8.7 The Buyer shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Buyer and/or the Replacement Supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Buyer until the transfer of the relevant Transferring Contract to the Buyer and/or the Replacement Supplier has taken place.

8.9 The Supplier shall indemnify the Buyer (and/or the Replacement Supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Buyer (and/or Replacement Supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 8.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

9 No charges

9.1 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred

by the Supplier in relation to its compliance with this Schedule.

10 Dividing the bills

10.1 All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Buyer and/or the Replacement and the Supplier as follows:

10.1.1 the amounts shall be annualised and divided by 365 to reach a daily rate;

10.1.2 the Buyer or Replacement Supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

10.1.3 the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Call-Off Schedule 14 (Service Levels)

1 Definition

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Amber Service Level Performance Measure"	shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;
"Critical Service Level Failure"	means a failure to meet a Red Service Level Performance Measure for a Critical Service Level defined in the Order Form;
"Green Service Level Performance Measure"	shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;
"Red Service Level Performance Measure"	shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;
"Service Credits"	any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level as follows: ▪ the Supplier's performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period; ▪ the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance

Measure for that Service Level twice or more in any three (3) consecutive Service Periods;

- the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service 7Periods; and
- the Supplier's performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.

"Service Level Performance Measure"	A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	Shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

2 What happens if you don't meet the Service Levels

2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or

2.4.2 the Service Level Failure:

a) exceeds the relevant Service Level Threshold;

b) has arisen due to a Prohibited Act or wilful Default by the Supplier;

c) results in the corruption or loss of any Government Data; and/or

d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or

2.4.3 the Buyer is otherwise entitled to or does terminate this Call-Off Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;

2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and

2.5.3 there is no change to the Service Credit Cap.

3 Critical Service Level Failure (NOT USED)

On the occurrence of a Critical Service Level Failure:

3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Call-Off Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

1 Service Levels

If the level of performance of the Supplier:

1.1 is likely to or fails to meet any Service Level Performance Measure; or

1.2 is likely to cause or causes a Critical Service Failure to occur,

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

i. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

ii. instruct the Supplier to comply with the Rectification Plan Process;

iii. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

iv. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2 Service Credits (NOT USED)

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels

In the event of any Service Level failures, remedial actions shall be agreed to improve the Services for the next review period.

Service Level Performance Criterion	Description	Service Levels/standards
Online Portal (web-based access via interface)		
Availability of Online Portal (includes access to reporting/MI) except for agreed downtime and maintenance. {There shall be no integration with the Buyer's systems}.	Redacted	Redacted

Planned maintenance/outages. {In the event of a data breach or emergency, it is acknowledged that the Supplier may need to immediately take the portal offline for resolution, without notice}.	Redacted	Redacted
Telephone Support Services		
Availability of telephone support line Services (non-premium rate number - accessible from UK landlines, mobiles, and overseas). Email support/contact also available.	Redacted	Redacted
24/7 service support centre.		
Occupational health physicians and occupational health advisors to be available for clinical advice.		
All calls to be answered. All telephone messages and emails to be responded to.		
Onsite and Remote/Offsite Services		
Occupational health advisor (OHA)/nurse onsite at the Buyer's South Mimms site one (1) day per week (frequency may be increased with notice).	Redacted	Redacted

There may also be the requirement for periodic onsite clinics/bookings at the Canary Wharf site.	Redacted	Redacted
Appointments/assessments /Treatments conducted from other locations (other than the Buyer's premises) across the UK. {Home visits may also be required}.		
Case Management and Case Conferences		
Occupational health advisor or occupational health physician face to face consultation to be held and report to be provided (including confirmation of appointment to the employee and line manager). (may also include a specialist OH professional as required where possible – noting that the timeframe may be longer depending on the specialism but must be asap).	Redacted	Redacted
Occupational health advisor telephone/video conference consultation to be held and report to be delivered.		
Occupational health physician telephone/video conference consultation to be held and report to be delivered. (may also include a specialist OH professional as required where possible – noting that the timeframe may be longer depending		

on the specialism but must be asap).	Redacted	Redacted
Accuracy/quality of all written case reports.		
Notification to the Buyer of an employee failing to attend an appointment.		
File opinion to be delivered to the Buyer.		
Single case/ad hoc conferences to take place.		
Multiple case conference (including collation of referrals) to take place.		
Appointment Reminders		
Reminders for booked appointments sent to the Buyer's Personnel via telephone, e-mail and/or SMS.	Redacted	Redacted
Further Medical Evidence		
Further Medical Evidence report requested from a specialist or General Practitioner.	Redacted	Redacted
Ill Health Retirements		
Medical opinion to support ill health retirement applications to be delivered.	Redacted	Redacted
Health Surveillance and Fitness for Task Services		
All health surveillance, monitoring and specialist fit	Redacted	Redacted

for task assessments and reports to be completed.	Redacted	Redacted
Appointment bookings advised and confirmed (for annual programme).		
All surveillance and assessments scheduled on a Buyer's annual programme to be completed on time.		
Fitness to Work Certificates issued post surveillance with recommendations and review date.		
Pre-Appointment/Employment and Pre-Enrolment Checks		
Delivery of report to the Buyer following online screening.	Redacted	Redacted
Occupational health advisor written opinion following online assessment to be delivered to the Buyer.		
Telephone assessment of Buyer's Personnel.		
Face to face assessment of Buyer's Personnel.		
Written opinion following telephone or face-to-face assessment to be received by the Buyer.		
Immunisations, Vaccinations, Inoculations, Medications and Blood Tests (Treatments)		
Ability to provide the required Treatments (list provided in the Scope of Requirements – not exhaustive). There may also be the requirement for the Supplier to hold travel	Redacted	Redacted

clinics at the Buyer's premises.		
Therapeutic Psychological Services		
Initial psychological assessment.	Redacted	Redacted
Arrange first counselling session appointment.		
Ensure first session of therapeutic intervention takes place.		
Face to face therapeutic intervention session for urgent cases.		
Physiotherapy		
Physiotherapy telephone assessment.	Redacted	Redacted
Appointment and first face to face/video conference physiotherapy session to take place.		
Report delivered to the Buyer.		
Workplace Assessments		
Provision of assessments as listed below (not exhaustive): ● Workplace / Workstation Assessments (for employees considered disabled under the Equality Act 2010) ● Occupational Therapy ● Specialist assessments for sight and hearing ● Dyslexia assessment ● Specialist assessments for disabled employees ● Support Worker assessment.	Redacted	Redacted

Contract Management including Complaints and Satisfaction Surveys		
Availability of Contract Management support. Response to queries from the Buyer.	Redacted	Redacted
Contract Manager attendance at the scheduled Progress Meetings/Performance Management meetings – (face to face/virtual video conferencing).		
Continuity of Key Staff, and notice must be provided where a replacement is to be provided.		
Service Review - supported by a report. {Emailed or downloadable by the Buyer from the online portal OHIO}.		
Availability of Client Services Team.		
Buyer/Buyer Personnel complaints (verbal, formal or informal).		
Update to Buyer on the progress of the complaint.		
Complaint resolved. {this may be extended for complex complaints}.		
Customer/Buyer satisfaction surveys to		

meet agreed target measures.	Redacted	Redacted
Management Information		
Management Information delivered at agreed period/frequency (monthly and/or quarterly), including the submission of Progress Reports/Performance Management Reports. {Emailed or downloadable by the Buyer from the online portal OHIO}.	Redacted	Redacted
All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary Questions.		
Social Value		
Meet agreed Social Value Commitments.	Redacted	Redacted
Infosec and Data Protection		
Maintain security in systems and technology, and in holding and transmitting records/Data (encrypted as appropriate).	Redacted	Redacted
Secure data handling and Processing procedures to safeguard the confidentiality of information/Personal Data (e.g. medical records), and prevent any unauthorised		

access to, or misuse or accidental disclosure/loss of, the Buyer's information and Data.	Redacted	Redacted
Business Continuity/ Disaster Recovery and Data backups to protect and maintain Data in the event of a failure or major incident/ unplanned event impacting your technology/systems.		
Suspected or actual security breaches.		
Invoicing		
All invoices presently electronically, in agreed format and provided with supporting Data and received at the agreed times.	Redacted	Redacted

Part B: Performance Monitoring

3 Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales (expected to be Monthly) agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

3.2.3 details of any Critical Service Level Failures; (CRITICAL SERVICE LEVEL FAILURES NOT USED)

3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and (SERVICE CREDIT APPROACH NOT USED)

3.2.6 such other details as the Buyer may reasonably require from time to time.

3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a quarterly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4 Satisfaction Surveys

4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Call-Off Contract.

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyer under this Call-Off Contract.

(published with Invitation to Tender)

1. INTRODUCTION

1.1 Overview and Purpose

1.1.1 The Medicines and Healthcare products Regulatory Agency (hereafter referred to as the Buyer) wishes to appoint one (1) experienced Occupational Health Services provider to manage and deliver a range of occupational health services to support the Buyer and the Buyer's Personnel in addressing physical and mental concerns/illness, injury and/or other medical or health requirements which may impact on workplace attendance and performance, and to meet the Buyer's duty of care to its Personnel.

1.1.2 The outcomes/objectives from the provision of these Services shall be to:

- Help the Buyer's Personnel with matters of wellbeing and protect them from harm and to provide healthy workplaces;
- Meet all Buyer statutory obligations and responsibilities;
- Ensure the Buyer's Personnel are fit to undertake the duties of their role;
- Provide advice and access to appropriate prophylaxis for relevant Buyer's Personnel e.g. those travelling overseas for work;
- Optimise Buyer's Personnel attendance, resilience and performance/productivity and reducing sickness absence by supporting early intervention and preventative measures;
- Support managers and the Buyer's HR team in managing attendance/absence issues and in facilitating the Buyer's Personnel to return to work safely and asap; and
- Offer value for money.

1.1.3 We require a UK wide Service, with the inclusion of a regular onsite Service provided by an occupational health advisor(s) at our premises in South Mimms Hertfordshire EN6 3QG for a regular one (1) day per week (carried out on an agreed day per week); the frequency may be increased with notice. Parking is available. The current contract includes an onsite presence, so the premises is familiar with this operating model. There may also be the requirement for periodic onsite clinics/bookings at our Canary Wharf offices London E14 4PU.

1.1.4 The Buyer has around 80 – 100 home based/remote workers across various UK locations (with greatest density in the south east of England); many travel regularly for inspections. Where possible and practical, many of these workers do periodically come in to one of the Buyer's premises, so the extent of UK Service coverage shall vary.

1.1.5 Redacted

1.1.6 The core requirements/Services shall include but shall not be limited to (where requested by or agreed with the Buyer):

- Telephone Support Services;
- Online Portal;
- Publicity and Promotion;
- Referrals;
- Attendance Management Advice and Assessments;
- Attendance Management Reports;
- Case Conferences;
- Ill Health Retirement;
- Pre-Appointment/Pre-Employment Checks;
- Fitness for Task and Safety Critical Work Services:
- Health Surveillance Services, including support with disease/ infection outbreak management;
- Hearing Tests and Baseline Hearing Tests;
- Immunisations, Vaccinations, Inoculations, Medications & Blood Tests;
- Physiotherapy Services;
- Workplace Assessments and Diagnostics to support the Buyer's Personnel, which shall include but not be limited to:
    - Assessments Relating to Workplace Adjustments for Hearing and Sight/Visual Impairment, and/or other disabilities as defined in the Equality Act;
    - Dyslexia Workplace Needs Assessments; Autism Workplace Needs Assessment;
    - Dyspraxia Workplace Needs Assessment
    - ADHD Workplace Needs Assessment;
    - Ergonomic Assessment and Display Screen Equipment (DSE) Assessments;

- Mental Health Workplace Assessment;
- Workplace Needs Assessment;
- Learning Difficulty Diagnosis;
- Coping Strategy Coaching sessions;
- Support Worker Assessment;
- Occupational Therapy Assessment;
- Specialist Support Services;

- Therapeutic Psychological Services
- Failure to Attend Appointments Process
- Consultancy Services;
- Education and Awareness Programmes;
- Premises and Access to Services
- Diversity and Inclusion; and/or
- Service implementation.

Further details on each of these areas are covered in section 4 below. Exclusions

- Critical incident management;
- Mediation services; and/or
- Visual Display Unit (VDU) eyesight testing.

1.2 Procurement Approach and Call-Off Contract Period

1.2.1 This Procurement Call for Competition is being issued by The Secretary of State for Health and Social Care, acting through the Medicines and Healthcare products Regulatory Agency, acting as part of Crown (the Contracting Authority).

1.2.2 The Buyer shall award a single Contract to one (1) Supplier; the Supplier may sub-contract relevant aspects to appropriate third parties – to be managed by the Supplier.

1.2.3 The Framework RM6182 Call-Off Contract Terms and Conditions shall govern the ensuing Call-Off Contract, where awarded.

1.2.4 The Call-Off Contract Period shall run for an initial duration of up to thirty six (36) months, subject to optional extension for up to a further twelve (12) months and/or earlier termination.

1.2.5 The Buyer shall have the right to terminate the Call-Off Contract at any time without reason or liability by giving the Supplier not less than ninety (90) days' written notice as per clause 10.2.2 in the Core Terms.

1.2.6 The Services shall be accessed as required and there shall be no commitment to or guarantee of the volume of work; nor any exclusivity with the appointed Supplier in relation to these Services.

2. BACKGROUND TO THE BUYER AND PERSONNEL PROFILE

2.1 Background to Buyer

2.1.1 The Medicines and Healthcare products Regulatory Agency is the regulator of medicines, medical devices and blood components for transfusion in the UK.

We are responsible for:

- ensuring that medicines, medical devices and blood components for transfusion meet standards of safety, quality and efficacy (effectiveness);
- ensuring that the supply chain for medicines, medical devices and blood components is safe and secure;
- promoting international standardisation and harmonisation to assure the effectiveness and safety of biological medicines;
- helping to educate the public and healthcare professionals about the risks and benefits of medicines, medical devices and blood components, leading to safer and more effective use;
- supporting innovation and research and development that is beneficial to public health; and
- working collaboratively with partners in the UK and internationally to support our mission to enable the earliest access to safe medicines and medical devices and to protect public health.

Further details can be found at www.gov.uk/mhra, with our Corporate Plan defining our strategic direction over the next three (3) years at MHRA Corporate Plan: 2023 to 2026 and Business Plan: 2023 to 2024 - GOV.UK (www.gov.uk).

2.1.2 We are an Executive Agency sponsored by the Department of Health and Social Care, and are based at two (2) premises: Canary Wharf London E14 4PU and South Mimms Hertfordshire EN6 3QG.

2.1.3 The Buyer has various policies which shall be shared with the appointed Supplier as appropriate, including:

- Employee Health Assessment Policy
- Immunisation Policy and Procedure
- Occupational exposure to biological agents Policy
- LAA (laboratory animal allergens) policy
- Employee Health and Wellbeing Policy

- Health and Safety Policy
- Control of Contractor Policy & Procedure
- Information Security Policy

2.1.4 The Buyer has put a number of initiatives in place to support its Personnel from Mental Health First Aiders and the upcoming introduction of Fair Treatment Ambassadors; and have a robust reasonable adjustments pathway including for the Buyer's Personnel who are not disabled but might require some flexibility due to life issues. The Buyer also has an Employee Assistance Programme, so there may be some overlap with the occupational health Services.

2.1.5 Redacted

2.1.6

2.1.7 Much of the workforce at the South Mimms site were on the frontline of the pandemic as they led on vaccines approval. This was a high stress and workload environment. Added to this, the Buyer has undergone an organisational transformation programme with major restructuring, which has impacted all Personnel.

2.2 Buyer's Personnel Profile and Premises

2.2.1 The Buyer, currently, has a headcount of around 1,222 employees supplemented with some contingent/temporary labour, following the transformation (there should be little variation to this headcount figure).

2.2.2 Redacted

2.2.3 The South Mimms site consists of office and laboratory space and the Canary Wharf site consists of general office space in a multi-tenanted government hub building.

2.2.4 A significant number of the Buyer's Personnel based at South Mimms work in the laboratories or with chemicals and machinery.

2.2.5 The Buyer also has around 80 – 100 home based/remote workers across various UK locations (greatest density in the south east of England); many of which

travel regularly for inspections (pharmaceutical production and warehousing sites) around the UK and overseas, including to some potentially hostile destinations (any face to face sessions would be UK-based only). We also have more general travel requirements with Personnel attending and presenting at conferences and events, but usually in cities/main "tourist" destinations.

2.2.6 The job roles and duties undertaken by the Buyer's Personnel are varied, including but not limited to:

- Desk based and display screen equipment and associated work, both seated and standing;
- Customer facing work, with risk of exposure to upset and/or violent people in the workplace and in third party premises and remote working locations;
- Production areas, using appropriate equipment and some degree of manual handling;
- Work outdoors in all seasons;
- Inspections of establishments including undertaking scientific procedures on live animals;
- Driving;
- Laboratory workers including use of automation;
- Staff working or coming into contact with biological hazards, chemicals and other hazardous substances in the workplace or at third party premises;
- Home based/remote workers;
- Shift workers;
- Travel and work overseas; and
- Employees undertaking emergency response work which might be outside normal duties or working hours e.g. national/local disasters, notifiable diseases etc.

2.2.7 The Buyer has a Job Hazard Profile form which is completed for each role. These could be shared with the Supplier as appropriate.

3. DEFINITIONS (see Tender for table)

4. SCOPE OF REQUIREMENTS/SERVICES

4.1 Introduction

4.1.1 The Buyer requires a UK wide Service, with the inclusion of a regular onsite Service provided by an occupational health advisor(s) at our at our premises in

South Mimms Hertfordshire EN6 3QG for a regular one (1) day per week (carried out on an agreed day per week); the frequency may be increased. Parking is available. The current contract includes an onsite presence, so the premises is familiar with this operating model. There may also be the requirement for periodic onsite clinics/bookings at our Canary Wharf offices London E14 4PU.

4.1.2 The Buyer reserves the right to request the scaling up of the onsite resourcing to a regular two or three days per week with notice or inclusion of some floating days to deal with peaks.

4.1.3 The expectation is for the same occupational health advisor or a pool of two (2) Supplier Staff/advisors would carry out the regular onsite role for continuity (these Supplier Staff may also carry out any broader Services as well). These Supplier Staff shall undergo additional security vetting to work onsite.

4.1.4 The Supplier Staff working onsite will carry out various clinics and a full range of occupational health appointments, assessments and Treatments, as required.

4.1.5 There may also be the requirement for periodic onsite clinics/bookings at our Canary Wharf premises in London E14 4PU. The extent of the UK wide Services shall vary (some home visits and appointments at convenient/local Supplier premises); many of our home based/remote workers do periodically come in to one of the Buyer's premises.

4.1.6 The Buyer shall provide the appointed Supplier with its Health and Safety Policy and Control of Contractor Policy & Procedure to be adhered to by the Supplier Staff working onsite at the Buyer's premises.

4.1.7 The Service shall enable the Buyer to address particular health and attendance issues, meet their statutory obligations with regards to health surveillance, provide proactive and innovative advice to mitigate absences and provide a healthy workplace, identify the preventative measures and interventions that can be taken to minimise the overall risk of sickness absence, and to improve employee health and wellbeing in the workplace. The Supplier should also support with identifying trends in work-related absence and prioritising and tackling health and wellbeing-related issues.

4.1.8 The Services shall support the Buyer's Personnel (around 80-100 workers) who travel regularly around the UK and overseas, to carry out different inspections of pharmaceutical production and warehousing sites, sometimes in potentially hostile overseas destinations (away from the main "tourist" areas) – China and India are common destinations. Any face to face sessions would be UK-based only. We also have more general travel requirements with Personnel attending and presenting at conferences and events, but usually in cities/main "tourist" destinations.

4.1.9 The Supplier shall strive to offer benefits and add value to the Services for the Buyer, and will monitor and measure the impact of the Services.

4.1.10 The Supplier shall provide sufficient levels of experienced and qualified Supplier Staff (and sub-contractors if applicable) for the duration of the Call-Off Contract, with the ability to scale up resourcing to deal with peaks or changes in Service demands and/or cover absences (planned or unplanned). The Supplier shall provide relevant clerical and administrative support for the occupational health advisors and any occupational health physicians used, to enable the efficient delivery of the Services to the Buyer.

4.1.11 The Supplier shall deliver the Services in accordance with the following principles:

- The Services shall be available to all Buyer's Personnel including those working remotely, both in the UK and/or travelling overseas;
- The Services shall provide sufficient flexibility of approach to accommodate different organisational structures, operating styles, cultures and job roles;
- Confidentiality is crucial to the integrity of the Services (noting the limitation where there is a legal responsibility to breach this e.g. for safeguarding);
- A strong focus on a high quality, clinically-led, evidence-based Services;
- Impartial advice and guidance for both the Buyer's Personnel and the Buyer;
- Cooperation and partnership with suppliers of Services where there is a required hand off between Services, such as with the Buyer's Employee Assistance Programme;
- Delivery of innovative Services and a structured programme of continuous evaluation and improvement;
- Maximising e-enabled solutions and innovations, as appropriate;
- Flexibility to meet identified individual Buyer needs, including the provision of a regular onsite presence at the Buyer's specified locations; and
- Flexibility to meet changing internal and external policies and regulations.

4.1.12 The Buyer will advise the Supplier of any planned programmes of work, which may have an impact on the usage of the Services, such as major transformation programmes.

4.1.13 The Supplier shall ensure that all Users of the Services and Supplier Staff are aware of the scope and limitations of patient and client confidentiality, in particular where there is a legal responsibility to breach patient confidentiality where there are issues of child protection, a threat to health and safety, a risk of harm to self or others, or prevention of a crime or terrorist act.

4.1.14 The Supplier shall maintain, at its own expense, all relevant medical records relating to the Services and shall securely store these in accordance with applicable law. Records shall be securely transferred/transmitted from an incumbent supplier to the Supplier, and on the termination of the Call-Off

Contract, the Supplier shall be required to securely transfer relevant records to any new/replacement supplier (free of charge - unless otherwise agreed).

4.2 Service Availability

4.2.1 The Supplier shall ensure that all Services, including the necessary Supplier Staff, be available as a minimum, fifty two (52) weeks a year, Monday to Friday between the hours of 08:00 hours to 18:00 hours, excluding Public and Bank Holidays.

4.2.2 The Buyer may also require additional availability during evenings/nights, weekends and Bank and Public Holidays, but only as agreed with the Buyer (not currently required).

4.2.3 Where the Supplier is unable to deliver a treatment or assessment (for whatsoever reason) in line with our timelines/requirements, they will discuss with the Buyer on how to achieve such support. The core requirements as listed below may be supplemented with additional associated services, as agreed by the Parties.

4.3 Requirements/Services

4.3.1 The Supplier shall provide the core requirements/Services, as requested by or agreed with the Buyer, which shall include but shall not be limited to the following detailed requirements.

4.4 Telephone Support Services

4.4.1 The Supplier shall provide a telephone support Service for the Buyer staffed by appropriately experienced, skilled and qualified Supplier Staff.

4.4.2 The Supplier shall ensure that the Buyer and the Buyer's Personnel (as appropriate) have continuous access to occupational health physicians and occupational health advisors as required by the Buyer, as part of the telephone support Service.

4.4.3 The Supplier shall ensure that the telephone support Service shall be available fifty-two (52) weeks of the year, Monday to Friday between the hours of 08:00 and 18:00.

4.4.4 The Supplier shall ensure that the telephone support Services will be accessible to the Buyer's HR team and other relevant Buyer representatives, via a Freephone number or a dedicated non-premium rate and/or a 01, 02, 03 prefix, which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and shall be able to accept calls from outside the UK.

4.4.5 The Supplier shall ensure that all telephone messages/emails from the Buyer are responded to within one (1) working day of receipt.

4.4.6 The Supplier shall provide the following as a minimum via the telephone support Services:

- General Services advice;

- Generic advice on the impact of a condition or illness in the workplace;
- Body Fluid Exposure and Sharps injury Helpline;
- Pre-referral advice;
- Clarification on the referral process;
- Advice on progression of a Buyer Personnel case; and
- Updates and amendments to cases.

4.4.7 The Supplier shall also provide access to qualified Supplier Staff via the telephone support Service who shall be able to provide (as required):

- Generic occupational health advice to managers and/or HR team on any health issue affecting the Buyer's Personnel in the workplace, whether this be an office or home base;
- Information and guidance on how best to construct the referral for an occupational health assessment;
- Overseas travel health advice for the Buyer's Personnel, including vaccination advice;
- Management support that provides direct and rapid access to qualified medical advice and consultancy on occupational health and health and safety issues;
- Access to past referrals and clarification on current and past reports; and
- Advice on a Buyer Personnel case before making a formal management referral, and to ensure where cases are complicated or sensitive, that the referral is progressed in the most effective manner.

4.5 Online Portal

4.5.1 The Supplier shall provide and maintain an online portal to support the Services. The Supplier shall ensure that the successful operation of the portal shall not be dependent on the Buyer providing employee/Personnel hierarchy information in advance of the portal going live. The Supplier shall ensure that the portal shall deliver as a minimum, but not limited to:

- Web based access (there should be no integration with the Buyer's Systems);
- Secure log-in for the Buyer's authorised representatives (primarily our HR team);
- General information on the Services;
- Input and transfer of the Buyer's Personnel's referrals;
- Case management and tracking;
- Health screening and surveillance referrals and monitoring;

- Access to all Supplier standard training materials which they include as part of their standard Service offering; and
- Management information in a downloadable format.

4.5.2 The Supplier shall ensure that online portal is available fifty-two (52) weeks a year, Monday to Friday 08:00 to 18:00, excluding Public and Bank Holidays, except for agreed downtime and planned maintenance which will be agreed with the Buyer at least seventy two (72) hours in advance of such work being carried. In the event of a data breach or emergency, the Supplier may take the portal offline immediately for urgent resolution.

4.5.3 The process required to establish and use the online portal will be agreed with the Buyer at implementation at no extra cost to the Buyer, including any minor branding/tailoring to the Buyer's requirements and training to ensure effective use.

4.5.4 The Supplier shall offer a helpdesk function to support use of the portal, available Monday to Friday 08:00 to 18:00, excluding Public and Bank Holidays.

4.5.5 Those who access the online portal shall be requested to complete a confidential questionnaire which targets feedback on the online portal in relation to its effectiveness, accessibility and relevance. Such results will be anonymised and provided to the Buyer as part of the monthly management information.

4.6 Publicity and Promotion

4.6.1 The Supplier shall provide the Buyer with high quality and inclusive publicity and promotion products, where requested by the Buyer, which reflects a modern and diverse workforce.

4.6.2 The Supplier shall work with the Buyer to agree a series of ongoing publicity and general promotional material and initiatives throughout the term of a Call-Off Contract to highlight awareness of the Services. Any cost/charge implications should be highlighted in advance.

4.6.3 The Supplier shall work closely with the Buyer to support any health initiatives which target specific health issues or underrepresented groups, such as BAME employees.

4.6.4 The Supplier shall use a range of delivery methods including but not limited to:

- Webinars;
- Secure Video Calling
- Telephone broadcasts; and
- Aide memoires.

4.6.5 The Supplier shall ensure that any IT delivery platform is approved by the Buyer in advance.

4.6.6 The Supplier shall ensure that any material provided shall be agreed in advance by the Buyer and contain branding specific to the Buyer if required.

4.6.7 The Supplier shall ensure that such promotion and awareness shall include at a minimum:

- The role of the occupational health Service, the purpose of referrals, what to expect and what not to expect, when to refer and when not to refer;
- Guidance for managers on making good referrals e.g. checklist, examples of best practice and relevant questions, and
- How Buyer's Personnel can make the most effective use of the Service.

4.7 Referrals

4.7.1 The Supplier shall provide an online referral Service through the online portal whereby the Buyer's HR team shall electronically refer Buyer's Personnel to the Services, unless agreed otherwise.

4.7.2 The Supplier shall provide alternative methods of referral access to the online portal, including telephone referrals. The Supplier shall agree alternative methods of referral with the Buyer at implementation.

4.7.3 The Supplier shall work with the Buyer to agree the format of telephone referrals where these have been agreed as an alternate method of referral.

4.7.4 The Supplier shall develop with the Buyer online referral forms and online questionnaires which the Supplier shall use:

- To triage referrals;
- Make decisions based on the information provided to determine the relevant Services required; and
- Identify where no further intervention is required.

4.7.5 The Parties shall make amendments to the referral forms from time to time and as mutually agreed.

4.7.6 The online referral form shall capture the following information as a minimum about the referral:

- Relevant Buyer's Personnel and manager details;
- Buyer's Personnel's consent;
- Details of the Buyer's Personnel engaged in the case;
- Reason for referral and Services requested where known (e.g. attendance management, fitness for work assessments, inoculations);
- Job description and specific role and work patterns;
- Any workplace adjustments which are known to be in place for the relevant Buyer's Personnel;

- Questions relating to the referral. There should be no restriction on the number of questions which can be asked;
- Supplementary information that may be pertinent to the case; and
- HR contact.

4.7.7 The Supplier shall ensure that all referrals meet the relevant Buyer's procedures. Such procedures may include:

- In-work referrals for Buyer's Personnel who are not absent from the workplace but who may be experiencing issues in the workplace;
- Day 1 sick absence referral;
- Day 1 sick absence referral for musculoskeletal and mental health issues including stress; and/or
- Day 6 absence referral.

  The Buyer has a Supporting Attendance Policy and Procedure – attached in the Bid Pack (please note needs some updating – e.g. our EAP provider has changed).

4.7.8 The Supplier shall ensure referrals meet the Buyer's agreed procedures. If the referral does not meet the agreed standards the Supplier shall inform the HR contact making the referral to amend as required.

4.7.9 The Supplier shall, on receipt of the referral:

- Determine the relevant Service required for the Buyer's Personnel/case;
- Identify returning cases that should be treated as a case review not a new referral; Identify alternative methods of resolution such as a case conference;
- Book a face to face consultation (at an agreed location or virtually if appropriate) for the Buyer's Personnel with an occupational health advisor, escalated to an occupational health physician as appropriate, provided that a clinical assessment via the telephone determines that one is required or as approved in advance by the Buyer;
- Contact the relevant Buyer's Personnel and manager (and HR contact) to arrange a mutually acceptable appointment time, and confirm the scheduled appointment electronically and/or by telephone/text;
- Ensure consistency in allocated Supplier Staff for each case particularly where the case is a review or the case has previously been managed by an occupational health physician;
- Obtain all required consents from the Buyer's Personnel as needed; and
- Pass all details of the referral to the relevant Supplier Staff to enable delivery of the Services.

4.7.10 The Supplier shall produce a referral report summarising the relevant case details. The turnaround times for the various Services post referral have been outlined per Service.

4.8 Attendance Management Advice and Assessments

4.8.1 The Supplier shall provide attendance management advice and assessment, where a referral relates to the attendance management of the Buyer's Personnel. The Supplier shall:

- Carry out an initial assessment via telephone, using recognised assessment methods, unless otherwise agreed with the Buyer;
- Offer clear advice to the Buyer's Personnel and manager (and HR contact) on what the Buyer's Personnel can do to remain in or return to work, including any physical or role and procedure adjustment (also known as soft adjustments to work patterns or duties) that may be necessary to support this;
- 'De-medicalise' situations by focusing on capability and providing practical advice;
- Work with appropriate specialist organisations to provide the Buyer's Personnel with advice and recommendations to manage specialist needs e.g. dyslexia, Asperger's Syndrome;
- Keep the manager and HR contact informed of case progress through the online portal, the telephone support Services and/or email. Such updates should be weekly at a minimum; and
- Maintain accurate records of all appointments and case notes, including updates made to the manager and HR contact.

4.8.2 The Supplier shall jointly determine with the Buyer when an assessment should be delivered at the Buyer's Personnel's home, e.g. when they have a disability or medical condition that is so severe that it prevents them from travelling.

4.8.3 The Supplier shall obtain approval in advance before such home visits take place.

4.8.4 The Supplier shall determine the need for further medical evidence if the Buyer's Personnel's case cannot be progressed without it.

4.8.5 The Supplier shall gain approval from the Buyer before requesting further medical evidence and shall support the request with evidence confirming its relevance.

4.8.6 The Supplier shall ensure that further medical evidence reports are requested from a specialist or General Practitioner (GP) within two (2) days of the need having been identified by the Supplier.

4.8.7 The Supplier shall provide objective, independent, comprehensive medical advice to the HR contact (and manager as agreed) and the Buyer's Personnel

of the actions and/or measures to resolve the referral, following an assessment including at a minimum:

- Any workplace adjustments recommended, including those recommended under the Equality Act 2010;
- A phased return to work;
- Advice on the prospects of the Buyer's Personnel's return to full capability;
- Advice on underlying medical conditions and identification of any health and safety risks to that Buyer's Personnel; and
- Generic advice on health-related matters, including specific conditions or illnesses, responsibility under duty of care, possible preventative measures and opportunities for active intervention including signposting the Buyer's Personnel to further sources of advice and support.

4.8.8 The Supplier shall provide advice if the Buyer's Personnel have a progressive or terminal illness, and where appropriate, make recommendations to the Buyer on how to support the Buyer's Personnel in the workplace and signpost Personnel to additional sources of information and support.

4.8.9 The Supplier shall assist the Buyer's Personnel with a detailed hand-over to the Employee Assistance Programme or other relevant support services, which may be provided by the Buyer or to other external organisations. The Supplier shall ensure that the transition to other support services is documented in the case report.

4.8.10 The Supplier shall determine where the Buyer's Personnel requires urgent psychological support. The Supplier shall have a seamless process in place to refer the Buyer's Personnel to immediate support via the Buyer's Employee Assistance Programme or other psychological support services provided the Buyer.

4.8.11 The Supplier shall ensure that the Buyer is notified of any Buyer's Personnel failing to attend their appointment within one (1) working day of an appointment being missed.

4.9 Attendance Management Case Reports

4.9.1 The Supplier shall provide Attendance Management case reports to the Buyer where a referral relates to the attendance management of the Buyer's Personnel.

4.9.2 The Supplier shall confirm that the Buyer's Personnel's consents have been requested and granted. The Buyer has a documented consents process in place to ensure it can receive relevant information, with automatic consent after the relevant Buyer's Personnel has been given seven (7) days to review reports and to challenge/request changes before these can be shared with the Buyer's HR contact.

4.9.3 The Supplier shall include the following in case reports (as appropriate):

- Any medical terms will be explained;
- A concise summary of the relevant medical issues, including physical and/or mental health problems;
- Assessment of the Buyer's Personnel's fitness for work;
- Advice on the prospects of the Buyer's Personnel's return to full capability (taking the needs of the Buyer into account);
- Advice relating to lifestyle issues that impact on ability to undertake work activities without adverse impact on them or colleagues (for example drugs, alcohol, diet and exercise);
- Expected sickness absence levels of the relevant Buyer's Personnel;
- Identification of any work-related health and safety risks impacting the case (including infections); Advice on whether the Buyer's Personnel's illness or injury is work-related;
- The relevant Buyer's Personnel's prognosis, rehabilitation plan, advice to support case resolution and to help the Buyer to manage any unexpected outcome, with an indication of likely timescale for case resolution;
- A note of the discussion between the Buyer's Personnel and Supplier Staff on what steps the Buyer's Personnel is taking, if any, to improve their circumstances;
- Confirmation of and clinical justification for a further review of the Buyer's Personnel's case where relevant;
- A determination if the Equality Act 2010 is likely to apply, how it is relevant and what workplace adjustments should be considered including the reasons why, and the likely duration that the adjustment will be required for;
- Where the Equality Act 2010 does not apply, a recommendation on what workplace adjustments should be considered, the reasons why and the duration for which they may be required;
- A balanced assessment of the Buyer's Personnel's perception versus clinical opinion;
- Summary recommendations, supported as required by medical evidence, providing a clear recommendation of any actions that a manager and/or HR team should take;
- A review of whether ill health retirement should be considered for the Buyer's Personnel; Confirmation that the Buyer's Personnel has been asked that a copy of the case report can be forwarded to their GP and whether this has been consented to;
- The relevant Supplier Staff's contact details for further clarification on any

aspect of the case report;

- Inclusion of GP and/or specialist reports;
- A recommendation if the Buyer's Personnel should be referred to the Employee Assistance Programme or other services offered by the Buyer;
- A recommendation if a work-related injury or ill health should be reported to the Health and Safety Executive (HSE) under Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR);
- A recommendation if a work-related injury or ill health might be appropriate for referral to the Civil Service Benefits Injury Scheme or other such schemes as may be noted by the Buyer;
- A recommendation on the actions needed if the Buyer's Personnel has come into contact with someone suffering from an infectious disease or condition. Where relevant, the Supplier will also specify whether the Health and Safety Executive (HSE) or Local Authority need to be informed; and
- A clear indication of likely timescale for case resolution.

4.9.4 The Supplier shall also provide support to the Buyer in the preparation of material required for an employment tribunal or court.

4.9.5 The Supplier shall provide the Buyer with the content of any case reports if requested, to support employment decisions, including dismissal on ill health grounds or to defend personal injury claims in an employment tribunal or court. If required by the court, the Supplier Staff responsible for the report shall be available to defend the contents of the report in court. Any charges would need to be agreed in advance.

4.9.6 The Supplier shall provide additional and/or clarify information where requested by the Buyer. This shall be considered part of the case report and not additionally charged to the Buyer.

4.9.7 The Supplier shall deliver a case report based on information held on file and not based on further assessments of the Buyer's Personnel where requested by the Buyer. Examples of such information on file could be previous occupational health assessments and support provided or further medical evidence reports.

4.9.8 The Supplier shall ensure that occupational health advisor telephone or video conference consultations are held and reports provided to the Buyer within ten (10) working days of a Buyer's Personnel's referral.

4.9.9 The Supplier shall ensure that occupational health physician telephone consultations are held and reports provided to the Buyer within fifteen (15) working days of a Buyer's Personnel's referral.

4.9.10 The Supplier shall ensure that occupational health advisor or occupational health physician face to face consultations are held and reports provided within

10 working days of the relevant Buyer's Personnel's referral (including confirmation of appointments).

4.10 Case Conferences

4.10.1 The Supplier shall attend and participate in case conferences as required by the Buyer. Case conferences shall take place on an ad-hoc basis for any complex cases, to monitor attendance management cases and shall be conducted for one or more cases as requested by the Buyer.

4.10.2 The Supplier shall:

- Ensure case conferences focus on recommendations to resolve long-term sickness absence and cases of repeated short-term absences where a medical condition may be the cause;
- Provide verbal and written case reports including a summary of the case, prognosis, likely length of absence, reasonable workplace adjustments required, and the recommendations and actions required by either the Supplier, the Buyer and/or the relevant Buyer's Personnel; and
- Provide the Buyer with details of any recommendations made by the Supplier to the Buyer's Personnel and with which the Buyer's Personnel disagrees.

4.10.3 The Supplier shall be advised that attendees at case conferences may include line management, HR team, relevant Supplier Staff (such as the occupational health advisor), a member of the Buyer's workplace adjustments team, a health and safety advisor, a trade union representative and/or legal advisor, where the Buyer's Personnel has given prior agreement.

4.10.4 Case conferences shall be delivered by telephone, face to face, video conference, onsite and/or offsite as required by the Buyer.

4.10.5 The Supplier shall ensure that ad hoc case conferences take place within seven (7) working days of the request by the Buyer.

4.10.6 The Supplier shall ensure multiple case conferences (including collation of referrals) take place within ten (10) working days of the request by the Buyer.

4.11 Ill Health Retirement

4.11.1 The Supplier shall make recommendations to the Buyer to support them with Ill Health Retirement cases when requested.

4.11.2 The Supplier shall assist the Buyer to gather and collate medical evidence to support the Medical Advisor to the Principal Civil Service Pension Scheme (PCSPS), ill-health retirement scheme for the NHS or other relevant pension scheme on applications for ill health retirement.

4.11.3 The Supplier shall not make a decision on whether the Buyer's Personnel qualifies for ill health retirement.

4.11.4 The Supplier shall, on request, provide the Buyer with an opinion on the likelihood of the relevant Buyer's Personnel meeting the criteria for ill health retirement to enable the Buyer to determine if a formal retirement application should be made for the Buyer's Personnel.

4.11.5 The Supplier shall provide such opinion, based on a paper review of existing medical evidence provided to the Supplier, or via a further medical examination of the Buyer's Personnel.

4.11.6 The Supplier shall provide an electronic report of the opinion to the Buyer once the Buyer's Personnel consent has been gained.

4.11.7 The Supplier shall work with other suppliers of medical services which support ill health retirement applications and Industrial Injury cases as needed in the collation of evidence for such cases.

4.11.8 The Supplier shall provide the Buyer, by secure email, with a copy of a medical in confidence report which contains a breakdown of known medical information to support ill health retirement requests. The report may also be used to support injury benefit requests and in response to subject access requests.

4.11.9 The Supplier shall provide all medical opinion reports to the Buyer within ten (10) working days of the request.

4.12 Pre-Appointment/Pre-Employment Checks

4.12.1 The Supplier shall provide the required pre-appointment/employment checks on behalf of the Buyer.

4.12.2 The Supplier shall (where requested by the Buyer) provide pre-interview assessments for the Buyer.

4.12.3 The Supplier shall work with the Buyer to determine the type and level of medical assessment required.

4.12.4 The Supplier shall:

- Provide an online assessment Service that will automatically return clearance where the potential Buyer's Personnel's responses conclude medical fitness;
- Assess fitness in relation to specific job requirements, and where necessary, identify health surveillance requirements including a baseline of the Buyer's Personnel health status against which to measure future health surveillance tests;
- Where practicable and where requested by the Buyer, the health surveillance assessment and fitness for task test shall be conducted at the same time;
- Advise on any reasonable workplace adjustment, including the provision of specialist equipment which may be required in order to support the Buyer's

Personnel or potential Personnel with a pre-existing condition to carry out a role or participate in an interview;

- Provide automatic escalation of the case where required;
- Highlight if the Buyer's Personnel is likely to be covered by the Equality Act 2010 (i.e. with a disability or potential disability within the terms of this Act) and provide clear advice and guidance on any adjustments to the work/interview environment, required under the Equality Act 2010, taking account of the job specification/interview format;
- Provide a report to the Buyer following online screening within twenty-four (24) hours of screening;
- Provide an occupational health advisor written opinion following online assessment to the Buyer within two (2) working days of the assessment;
- Provide the relevant Buyer's Personnel with a face to face assessment within five (5) working days of request; and
- Provide the Buyer with a written opinion following telephone or face to face assessment within two (2) working days of the assessment.

4.13 Fitness for Task and Safety Critical Work Services

4.13.1 The Supplier shall carry out fitness for task and safety critical work medical assessments to ensure that the Buyer's Personnel can safely do a specific job or task, where requested by the Buyer.

4.13.2 The Supplier shall ensure that all fitness for task and safety critical work assessments and reports are completed within ten (10) working days of the referral.

4.13.3 The assessments shall:

- Enable the Buyer to comply with relevant health and safety legislation and own policies and procedures;
- Determine if the relevant Buyer's Personnel is suffering from any medical condition or undergoing medical treatment which could impact on their ability to undertake a safety critical task or pose a significant risk to themselves or others; and
- Deliver mandatory substance misuse testing for drugs and alcohol, as required under the security clearance process as requested by the Buyer.

4.13.4 The Supplier shall provide assessments, which may include but shall not be limited to:

- Annual medical assessment - safety critical roles;
- Breathing apparatus medicals and face fitness testing;
- Colour vision testing;

- Confined space working assessment;
- Control and restraint training;
- Fitness to travel or work overseas assessment;
- Fitness to undertake certain forms of training assessment (e.g. Physical and Adventurous Training PAT);
- Fork lift truck medicals;
- Night workers assessments in accordance with the Working Time Regulations;
- Psychological screening/Mental Health workplace assessments (as required);
- Podiatry assessment;
- Pregnant worker assessments;
- Weight of equipment fitness assessment; and
- Working at height assessments.

4.14 Health Surveillance Services including support with disease / infection outbreak management

4.14.1 The Supplier shall provide health and medical surveillance and health monitoring Services in accordance with UK Legislation, including the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999.

4.14.2 The Supplier shall work with the Buyer to:

- Identify the tasks which legally require surveillance Services to be provided;
- Develop agreed health surveillance protocols in partnership with the Buyer, including in the event of an occupationally acquired disease outbreak, for example, the development of a communication strategy;
- Identify the Buyer's Personnel who require surveillance Services;
- Record and monitor all surveillance Services provided, act in accordance with all legal requirements and provide a report to evidence this;
- Deliver surveillance Services as requested by the Buyer;
- Report immediately to the Buyer if the Buyer's Personnel are suffering work-related exposures or are at risk of being exposed;
- Provide the Buyer's Personnel with the content of the health surveillance test and gain their consent to release it to the Buyer; and
- Provide all required documentation to the Buyer to enable accurate records to be maintained.

4.14.3 The Buyer completes a Job Hazard Profile form for each role – template attached in the Bid Pack.

4.14.4 The Supplier shall ensure all assessments are developed in line with clinical practice, relevant legislation and published industry practices.

4.14.5 The Supplier shall ensure that the surveillance Services/assessments are undertaken by suitably skilled and experienced occupational health advisor(s) (escalated to physicians as needed).

4.14.6 The Supplier shall have responsibility for scheduling (in good time) surveillance Services and assessments which must be carried out on a regular or rolling basis, to ensure the relevant Buyer's Personnel are protected.

4.14.7 The Supplier shall provide surveillance Services, which may include but shall not limited to:

- Air quality & compressed air;
- Animal allergy;
- Asbestos health check; Body Fluid Exposure Management;
- Dermatology/skin assessment;
- Fitness to travel or work overseas – online questionnaire;
- Functional capacity evaluation;
- HAVS (Hand Arm Vibration);
- Vibration (Whole body);
- Ionisation radiation medicals;
- Needle Stick Injury Management;
- Pregnancy/expectant mothers;
- Splash injury;
- Noise assessment / hearing surveillance;
- Potential exposure to hazardous materials such as dangerous chemicals, pathogens, or to biological warfare agents or other dangerous fumes;
- Respiratory health surveillance;
- Exposure to high risk hazards such as; asbestos, lead, substances in schedule 6 of the COSHH regulations, ionising radiation and work in compressed air;
- Biological monitoring or biological effect monitoring is required to measure and assess uptake and/or effects of exposure to substances;
- Spirometry/lung function tests; and
- Psychological/mental assessments.

4.14.8 The Supplier shall ensure that all health surveillance and monitoring assessments and reports are completed within ten (10) working days of the referral.

4.14.9 The Supplier shall ensure that all screening or assessments to be completed within three (3) working days of the referral.

4.15 Hearing Tests and Baseline Hearing Tests

4.15.1 The Supplier shall provide hearing tests (where requested by the Buyer) for the Buyer's Personnel who:

- are in roles where good hearing is safety critical;
- have experienced a noise incident at work;
- are experiencing hearing problems at work;
- are concerned that their hearing has been adversely affected by their work;
- whose performance at work is affected by a hearing problem; and
- are required to wear covert earpieces.

4.15.2 The Supplier shall provide an assessment for the Buyer's Personnel who are suffering with symptoms of acoustic shock that persist beyond a day or if there is a persistent hearing problem that affects their ability to do their work that is not due to equipment problems or an acute medical condition.

4.15.3 The Supplier shall ensure that, if as a result of a test, a problem is identified the Buyer's Personnel shall be referred to their GP for further investigation or treatment.

4.15.4 The Supplier shall provide baseline-hearing tests for the Buyer's Personnel, prior to occupational exposure to noise in accordance with the Control of Noise at Work Regulations 2005.

4.15.5 The Supplier shall ensure that they support the Buyer in their duty of care to the Buyer's Personnel with regular audiometry for hearing conservation/surveillance programmes.

4.16 Immunisations, Vaccinations, Inoculations, Medications and Blood Tests

4.16.1 The Supplier shall provide the Buyer's Personnel with immunisations, vaccinations, inoculations, blood tests and/or medications (together called **"Treatments"**). A range of Treatments that may be required have been listed in tables 1 – 3 below.

4.16.2 The Supplier shall provide Treatments to the Buyer's Personnel as required in the course of their role and as authorised by the Buyer, and shall work with the Buyer to develop programmes and support ad-hoc requests for the delivery of specific Treatments which shall be made available to the Buyer's Personnel.

4.16.3 The Supplier shall:

- Work with the Buyer to assess the risk factors of job roles and develop programmes of Treatments for groups of the Buyer's Personnel who have been identified as being "at risk" and who would benefit from specific Treatments (the Buyer completes a Job Hazard Profile form for each role);
- Work with the Buyer to identify job roles which require Treatments and regularly review and maintain such information for the Buyer;
- Provide UK wide coverage for all Treatments, whether for individual Buyer's Personnel or the delivery of programmes of Treatments;
- Work with the Buyer's contracted Suppliers (as appropriate) to fully carry out Treatments and pre-travel checks and assessments;
- Provide travel clinics on request;
- Deliver Treatments at the Buyer's premises where this represents the most cost effective and/or efficient means of delivering the Services;
- Have documented clear procedures for response to sharps injury, including speedy access to appropriate prophylaxis treatments; and
- Provide responsive screening where there is a threat of infection to the Buyer's Personnel (e.g. a needle stick or bite injuries) on request.

4.16.4 The Supplier shall comply with all relevant UK legislation and guidelines, including (but not limited to):

- UK Health Security Agency (UKHSA)/DHSC standards;
- Control of substances hazardous to Health Regulations (COSHH);
- Health and Safety at Work Act 1974;
- Health and Safety Executive (HSE) Guidance;
- The Green Book – Immunisation Against Infectious Diseases 2013; and
- National Travel Health Network and Centre (NTHNC) advice and guidance standards.

4.16.5 The Supplier shall, in the delivery of Treatments: Inform the Buyer's Personnel as to the full scope of the Treatment, including pre and post assessments, the number of Treatments required to complete a course and the frequency of Treatments;

- Provide general healthcare advice to support the Buyer's Personnel throughout the Treatment;
- Provide all consumables to support the delivery of the Treatments (e.g. gloves, needles); Ensure all medical waste is disposed of in accordance with applicable law;
- Maintain comprehensive patient records of all Treatments, and deliver recall notifications and make appointments for Buyer's Personnel where they

require a follow up appointment, periodic retesting or booster Treatment (the Buyer and/or the incumbent provider shall transfer the current records so these can be checked and the Buyer's Personnel contacted as needed);

- Inform the Buyer if the Buyer's Personnel has failed to attend an appointment for Treatment and has not booked a replacement appointment;
- Provide appropriately skilled Supplier Staff as required for the delivery of any Treatment in line with published guidelines;
- Provide the Buyer's Personnel with the most up to date public health advice including, at a minimum, travel warnings, restrictions, medical and/or disease risks; and
- Where the Supplier is unable to deliver a Treatment, they will discuss with Buyer on how to achieve such a Treatment.

4.16.6 The Supplier shall ensure that the Buyer's Personnel fully understand the impact of all Treatments on existing or underlying health conditions so that any risks can be managed and/or mitigated against. The Supplier shall follow up on any perceived or realised adverse reactions.

4.16.7 The Supplier shall gain written consent from the Buyer's Personnel, ensuring that the risks have been explained to them before accepting any course of treatment.

4.16.8 The Supplier shall provide and use an online booking tool to effectively manage and support the delivery of clinics providing these Services.

4.16.9 The Supplier shall book an appointment for the Buyer's Personnel upon receipt of a request for treatment from the Buyer.

4.16.10 The Supplier shall book appointments for Treatments for Buyer's Personnel within a reasonable travelling distance of the Buyer's Personnel's home, but no more than one (1) hour's travelling distance by public transport, from the Buyer's Personnel's home office location. Once the opportunity to deliver a Treatment at the Buyer's premises has been discussed.

4.16.11 The Supplier shall ensure availability of Services for Buyer's Personnel's who have short notice travel requirements.

4.16.12 The Supplier shall provide support and administer/prescribe Treatments for the Buyer's Personnel who travel overseas for work based upon the potential health risks they may encounter (some of the Personnel may have received recommendations of required Treatments from other specialist supplier(s) engaged by the Buyer). The Supplier shall ensure that such Treatments are approved in advance by the Buyer.

4.16.13 The Supplier shall confirm the process for the delivery of Treatments, where the Buyer requires Treatments for specialist groups (for example, high containment laboratory workers) and shall agree the Charges for these additional Services in advance with the Buyer.

4.16.14 Table 1 - Immunisations, Vaccinations, Inoculations

(a) The Supplier shall carry out the required immunisations, vaccinations and inoculations that the Buyer's Personnel require in the course of their duties.

(b) In addition, the Buyer also offers its Personnel the opportunity to have a seasonal Flu vaccine each year (at the South Mimms or Canary Wharf premises or via a voucher system as agreed).

(c) The Supplier shall be able to provide the immunisations, vaccinations and inoculations indicated for adult use available for the UK immunisation programme and those for potential travellers, which may include but shall not be limited to:

Table 1 - Immunisations, Vaccinations, Inoculations
Anthrax
BCG
Cholera oral full course
Combined Diphtheria, Tetanus and Polio
Combined Hepatitis A + B
Combined Hepatitis A + Typhoid
Covid vaccine
Dengue vaccine
Diftavax (Combined Diphtheria and Tetanus)
Diphtheria
Flu
Hepatitis A

Hepatitis B
Hepatyrix
Influenza
Japanese Encephalitis
Mantoux test
Meningitis ACWY
Meningococcal Meningitis
Pertussis
Polio
Rabies
Rubella / MMR
TB
Tetanus
Typhoid
Typhoid (Oral)
VZV (Chicken pox)
Yellow Fever

4.16.15 Table 2 – Blood Tests

(a) The Supplier shall carry out the required blood tests, both immunity and prior exposure tests, that the Buyer's Personnel require in the course of their duties.

(b) The Supplier shall ensure that, if, as a result of the blood tests carried out the Supplier identifies that the Buyer's Personnel requires a course of Treatment and/or a vaccination, inoculation or further blood tests then the Supplier shall prescribe the relevant Treatment.

(c) The Supplier shall refer the Buyer's Personnel to their GP and or NHS Primary Care should other conditions be identified which require that the Buyer's Personnel receive additional Treatment/treatments.

(d) The Supplier shall be able to provide the required blood tests (both immunity and prior exposure tests), which may include but shall not be

limited to:

Table 2 - Blood Tests
Blood Tests - Hepatitis A Antibody
Blood Tests - Hepatitis B Antibody
Blood Tests - Hepatitis C Antibody
Brucella
Chicken pox
Diphtheria immunity
Hepatitis B Surface Antigen
HIV Antibodies
Measles
Mumps
Polio
Q Fever
Rubella Antibodies
Tetanus
T Spot Test – TB
Urine Cytology

4.16.16 Table 3 – Medications

(a) The Supplier shall prescribe medications to the Buyer's Personnel as required for the treatment of applicable medical conditions or that may be required in the course of their duties.

(b) The Supplier shall prescribe generic medications unless:

- The Buyer requests a specific medication to be used. The Supplier shall check and confirm that such medication can be used for the purposes requested before it is administered; The Buyer's Personnel require a specific named medication for medical reasons – to be confirmed with the Buyer;

- Published health advice recommends that generic products should not be used; and
- Generic products are not available for the medication required. In such cases the Supplier shall use the published recommended product.

(c) The Supplier shall be able to provide the required medications, which may include but shall not be limited to:

Diarrhoea: Diarrhoea Treatment Kit
Diarrhoea: Loperamide
Insect Repellent: Diethyltoluamide (DEET – Insect repellent)
Broad spectrum: Doxycycline Tablets
Malaria : Chloroquine tablets
Malaria : Malarone tablets
Malaria : Malarone Paediatric tablets
Malaria : Avloclor tablets
Malaria : Mefloquine (Lariam) tablets
Malaria : Paludrine tablets
Insect Repellent: Mosi Guard 50% Spray
Insect Repellent: Mosi Guard Natural.
Influenza type A and B: Tamiflu

4.16.17 The Supplier shall gain approval from the Buyer if other medication or treatment is required before administering such Treatment.

4.16.18 Where the Supplier is unable to deliver a Treatment, they will discuss with the Buyer on how to achieve such a Treatment.

4.17 Physiotherapy Services

4.17.1 The Supplier shall provide the agreed physiotherapy Services where requested by the Buyer; referrals for these Services shall be made by the HR team and only in certain circumstances. The following Services shall only apply where agreed with the Buyer.

4.17.2 The Supplier shall provide the Buyer's Personnel with exercise and advice programmes that can be self-managed by the Buyer's Personnel.

4.17.3 The Supplier shall provide Supplier Staff who are qualified as physiotherapists or suitably qualified to assess the needs of the Buyer's Personnel and determine

if physiotherapy Services are an appropriate form of treatment.

4.17.4 The Supplier shall agree the criteria for face to face or video conferenced physiotherapy with the Buyer who will approve the number of sessions that can be offered to the Buyer's Personnel.

4.17.5 The Supplier shall provide face to face or video conferenced physiotherapy which shall accommodate the Buyer's Personnel's mobility needs and shall be conducted in a location which meets such needs.

4.17.6 The Supplier shall provide a detailed assessment of the Buyer's Personnel's musculoskeletal injuries to identify any traumatic and trauma associated conditions.

4.17.7 The Supplier shall provide a report to the Buyer if appropriate and the Buyer's Personnel, on the nature, extent and prognosis of each individual condition, including appropriate treatment programmes.

4.17.8 The Supplier shall have the ability to provide fast track physiotherapy Services to the Buyer's Personnel who present with a musculoskeletal disorder resulting from an acute injury, which may or may not be workrelated.

4.17.9 The Supplier shall not provide this Service to the Buyer's Personnel who have long-standing chronic conditions; such Buyer's Personnel shall be signposted by the Supplier to the NHS Primary care.

4.17.10 The Supplier shall provide the Buyer's Personnel with a telephone assessment within four (4) working days of request.

4.17.11 The Supplier shall provide the Buyer's Personnel with an appointment and the first face to face/video-conferenced physiotherapy session within seven (7) calendar days of referral.

4.17.12 The Supplier shall provide the manager and/or HR contact and the Buyer's Personnel with a report detailing the outcome of the treatment within two (2) working days of completion of treatment.

4.18 Workplace Assessments, Diagnostics and Adjustments

4.18.1 The Supplier shall provide the Buyer with agreed workplace assessments, diagnostics and adjustments where requested by the Buyer. The Buyer shall inform the Supplier at implementation the arrangements for the Buyer's HR team to request assessments, diagnostics and adjustments.

4.18.2 The Supplier shall conduct assessments of the Buyer's Personnel's workstation, workplace or specialist requirements to determine what, if any, reasonable adjustments are required to support the relevant Buyer's Personnel's ability to attend work or to carry out a particular job.

4.18.3 The Supplier shall ensure that role and procedure assessments are included in the overall assessment.

4.18.4 The Supplier shall ensure that assessments are appropriate for the Buyer's

Personnel with a diverse range of conditions, including neuro diverse conditions.

4.18.5 The Supplier shall provide a report to the Buyer after an assessment, listing recommended adjustments.

4.18.6 The Supplier shall only perform diagnostics where the Buyer has provided explicit instruction for the diagnostic to be undertaken. The performance of diagnostics by the Supplier shall be exceptional and assessments shall not be withheld from the Buyer's Personnel without formal diagnosis.

4.18.7 The Supplier shall assess any existing workplace adjustments to determine if continued use of such provision is acceptable.

4.18.8 The Supplier shall ensure that all workplace assessments including those listed below take a maximum of twenty-one (21) working days from referral to delivery of report to the Buyer.

4.18.9 The following sections include the range of assessments and Services which may be required where agreed with the Buyer.

Assessments Relating to Workplace Adjustments for Hearing and Sight/Visual Impairment, and/or for other disabilities as defined in the Equality Act

4.18.10 The Supplier shall provide assessments relating to workplace adjustments for hearing and sight/visual impairment where requested. The Supplier shall carry out specialist hearing or sight/visual needs assessments in the Buyer's Personnel's working environment.

4.18.11 The Supplier shall carry out other workplace assessments for the Buyer for its Buyer's Personnel who would be considered as disabled under the Equality Act 2010.

4.18.12 The Supplier shall provide a detailed report recommending suitable aids, adjustments/adaptions, equipment, technology, training and/or specialist support, for both the Buyer's Personnel and the manager (and HR contact) and make recommendations to the Buyer's Personnel of the actions they can take to enable them to do their job effectively.

Dyslexia Assessments

4.18.13 The Supplier shall provide dyslexia assessments by specialist dyslexia assessors (including Educational Psychologists) where requested by the Buyer.

4.18.14 The Supplier shall carry out the assessment in the Buyer's Personnel working environment and shall provide a report to the Buyer's Personnel and manager (and HR contact) listing any suggested workplace adjustments which could be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyer's Personnel of actions they can take to enable them to do their job effectively.

Autism, Dyspraxia and/or ADHD Workplace Needs Assessments

4.18.15 The Supplier shall provide Autism, Dyspraxia and/or ADHD Workplace Needs Assessments where requested by the Buyer.

4.18.16 The Supplier shall carry out the assessment in the Buyer's Personnel working environment and shall provide a report to the Buyer's Personnel and manager (and HR contact) listing any suggested workplace adjustments which could be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyer's Personnel of actions they can take to enable them to do their job effectively.

Ergonomic and Display Screen Equipment (DSE) Assessment

4.18.17 The Supplier shall have the ability to provide Ergonomic and DSE Assessments where requested by the Buyer; the Buyer has alternative service provision in place for delivery of similar services so the Buyer will choose. This shall include (as required), but not be limited to:

- Providing onsite workstation assessments in-line with the Buyer's policies;
- Providing offsite workstation assessments for those Buyer's Personnel who work remotely at home or in field locations;
- Providing online DSE Assessments;
- Delivery of DSE assessor training for the Buyer's Personnel;
- Providing written advice on workstation suitability and configuration considering individual needs, health and safety requirements and any physiological conditions;
- Advising, in report format, the requirement for additional / alternative ergonomic equipment and learning to support an individual whilst at work; and
- Assessment of other ergonomics such as dust levels and lighting.

Mental Health Workplace Assessment

4.18.18 The Supplier shall provide Mental Health Workplace Assessments for a Buyer to support the Buyer's Personnel who are experiencing mental health problems that are affecting their performance in the workplace.

4.18.19 The Supplier shall carry out the assessment in the Buyer's Personnel working environment and shall provide a report to the Buyer's Personnel and manager (and HR contact) listing any suggested workplace adjustments which could be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyer's Personnel of actions they can take to enable them to do their job effectively.

Workplace Needs Assessment

4.18.20 The Supplier shall provide Workplace Needs Assessments for the Buyer to support the Buyer's Personnel who do not have a diagnosis but are experiencing difficulties in the workplace with issues such as attention, organisation, working memory, time management etc.

4.18.21 The Supplier shall carry out the assessment in the Buyer's Personnel working environment and shall provide a report to the Buyer's Personnel and manager (and HR contact) listing any suggested workplace adjustments which could be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyer's Personnel of actions they can take to enable them to do their job effectively.

4.18.22 The Supplier shall not undertake diagnostic activity unless requested by the Buyer.

Learning Difficulty Diagnosis

4.18.23 The Supplier shall provide diagnostic services only where requested by the Buyer, if the Buyer has identified that the Buyer's Personnel are experiencing difficulties in the workplace which may be due to undiagnosed conditions such as:

- Dyspraxia
- Dyslexia
- Autism
- ADHD
- Dyscalculia
- Asperger's

4.18.24 The Supplier shall provide assessments by psychologists or by specialist teachers using a range of appropriate tests. The purpose of the diagnostic would be to provide adequate evidence of the Buyer's Personnel functioning ability across the full range of cognitive abilities and skills that would be required to complete their work role.

4.18.25 The Supplier shall provide a report to the Buyer's Personnel and Manager listing any findings, diagnostics and suggested workplace adjustments which could be made, including any learning or coaching required, some of which the Supplier will provide directly or provide signposting to, and shall make recommendations to the Buyer's Personnel of actions they can take to enable them to do their job effectively.

Coping Strategy Coaching

4.18.26 The Supplier shall, where requested by the Buyer, provide Coping Strategy

Coaching to the Buyer's Personnel who may be experiencing more severe difficulties in processing and carrying out tasks in the workplace such as:

- Organisation
- Time Management
- Memory Skills
- Spelling
- Numeracy

4.18.27 The Supplier shall provide this Service through experienced coaches to the Buyer's Personnel in the workplace for up to a maximum of three (3) sessions. Additional sessions would need to be authorised by the Buyer.

4.18.28 The Supplier shall provide solutions and coping strategies to the Buyer's Personnel to enable them to do their job effectively and provide a report to the Manager listing any suggested workplace adjustments or learning that is required.

Support Worker Assessment

4.18.29 The Supplier shall provide the Buyer with support worker assessments where requested by the Buyer.

4.18.30 The Supplier shall, on the request of the Buyer, assess a disabled Buyer's Personnel's need for a clinical or non-clinical support worker to assist them at work. For example, support may include personal hygiene, support with eating, dressing and/or supporting a disabled Buyer's Personnel in and around the workplace.

4.18.31 The Supplier shall carry out the assessment at the Buyer's Personnel's workplace and shall book an appointment with the Buyer's Personnel upon receipt of a request from the Buyer.

4.18.32 The Supplier shall provide the Buyer with a formal report of the assessment and the report shall include advice relating to the tasks a support worker would be required to undertake.

4.18.33 The Supplier shall advise the Buyer where to source a support worker to carry out the tasks recommended in the assessment.

Occupational Therapy Assessment

4.18.34 The Supplier shall provide an occupational therapy assessment for the Buyer's Personnel where requested by the Buyer for example, where a clinical need has been identified.

4.18.35 The Supplier shall work with the other Buyer's contracted supplier(s) engaged in the supply and delivery of the Service, including specialist equipment suppliers.

4.18.36 The Supplier shall deliver an assessment report to the Buyer detailing the Buyer's Personnel's issues identified, functional abilities, potential adjustments that should be made in the workplace for the Buyer's Personnel and a graded rehabilitation programme.

4.18.37 The Supplier shall carry out a follow-up assessment, to be undertaken by an occupational therapist, on the request of the Buyer.

4.18.38 The Supplier shall assess whether the recommendations and advice provided in the assessment report have been implemented correctly and assess if further adjustments are required.

4.18.39 The Supplier shall confirm to the Buyer if the Buyer's Personnel has sufficient information to manage their condition and shall confirm that equipment provided has been set up and/or modified appropriately.

Specialist Support Services

4.18.40 The Supplier shall provide specialist support Services to the Buyer which shall include but not be limited to:

- Telephone advice line for managers and HR team;
- Specialist advice for managers and HR team via case conferences;
- Training and/or specialist support for both the Buyer's Personnel and managers to enable implementation of the recommendations listed in an assessment report; and
- Additional reports or further information in relation to the original assessment should further information be required.

4.19 Therapeutic Psychological Services

4.19.1 The Supplier shall have the ability to provide therapeutic interventions, which shall be required due to the high risk and traumatic nature of some job roles, where requested by the Buyer. The Buyer has alternative service provision in place for delivery of similar services through its Employees Assistance Programme so the following Services may be required where agreed with the Buyer.

4.19.2 The supplier shall carry out an initial psychological assessment of the Buyer's Personnel within forty-eight (48) hours of referral to provide the most clinically appropriate therapeutic intervention.

4.19.3 The Supplier shall be able to provide the following therapies:

- Cognitive Behavioural Therapy (CBT);
- Trauma Focussed CBT;
- Eye Movement Desensitization and Reprocessing (EMDR); and
- Other approved and appropriate specialist interventions as recommended

by a clinician and approved by the Buyer.

4.19.4 The Supplier shall:

- Arrange the first counselling session appointment within forty-eight (48) hours of agreeing that a therapeutic intervention is an appropriate form of treatment;
- Ensure the first session of the therapeutic intervention takes place within five (5) days of referral;
- Provide a fast-track referral option where circumstances require a therapeutic intervention session in advance of the standard appointment window. A fast track referral appointment shall take place within two (2) days of first referral;
- Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;
- Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards;
- Provide immediate telephone counselling support and/or forward Buyer's Personnel immediately to emergency NHS Primary Care/A&E where a User is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm;
- Provide the first face to face therapeutic intervention session for urgent cases within twenty-four (24) hours of first contact; and
- Provide digital delivery, such as secure video conferencing, where this method of delivery is clinically appropriate and with the consent of the Buyer's personnel.

4.19.5 Where such therapeutic intervention Services are recommended by the Supplier for a User the maximum number of sessions shall be agreed and approved between the Supplier and Buyer prior to commencement. The Supplier shall provide the HR contact with a discharge report at the end of the therapy.

4.19.6 The Supplier shall provide psychological assessment (PHQ9 and GAD7) MI to the Buyer to demonstrate the effectiveness of therapeutic Services.

4.19.7 The Supplier shall ensure that they have access to a comprehensive UK wide network of counsellors available to deliver these Services.

4.19.8 The Supplier shall ensure that premises are appropriate, safe and offer adequate levels of privacy to Users, if they provide face to face therapeutic intervention away from the User's normal place of work.

4.19.9 The Supplier shall provide appointments within a reasonable travelling distance of the User's home, but no more than one (1) hour's travelling distance by public

transport, from the User's home office location.

4.19.10 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to a User who is disabled, including disabled parking.

4.19.11 The Supplier shall ensure that all face to face appointments shall meet the User's wishes with regards to counsellors of the same gender and if possible race and religion.

4.19.12 The Supplier shall provide where required, a fully accessible, secure online therapeutic intervention Service.

4.19.13 The Supplier shall facilitate a referral to NHS/specialist agencies outside any contracted Services to Users requiring prolonged counselling or psychotherapy. The Buyer shall not meet the costs resulting from these referrals. The Supplier's Staff shall not offer Buyer's Personnel private counselling or therapy.

4.20 Failure to Attend Appointments Process

4.20.1 The Supplier shall remind the Buyer's Personnel via telephone, e-mail and/or SMS of booked appointments. The Supplier shall send a reminder to the Buyer's Personnel seventy-two (72) hours (where the appointment is booked well in advance) or at least forty-eight (48) and twenty-four (24) hours before any appointment is due.

4.20.2 The Supplier shall inform the manager and HR contact of all missed appointments, including repeated failures to attend. If the Buyer's Personnel does not attend three appointments, the Supplier shall work with the Buyer to address why the Buyer's Personnel has been unable to attend an appointment and seek to resolve the issue.

4.20.3 The Supplier shall identify and report on all missed appointments and work with the Buyer to propose, implement and track ways of reducing the number of missed appointments.

4.20.4 The Supplier shall make every effort to utilise appointment slots, including, where practicable, contacting other members of the Buyer's Personnel who may be able to attend an appointment at short notice. If the appointment is utilised, no fee for cancellation/non-attendance will be payable by the Buyer to the Supplier.

4.20.5 Where an appointment that is to be delivered remotely is cancelled with less than 48 hours' notice or not attended a cancellation charge may apply. Where the appointment can be utilised, no cancellation charge will be payable by the Buyer.

4.20.6 Where an appointment that is to be delivered face to face is cancelled with less than five (5) working days' notice or not attended, a cancellation charge may apply. Where the appointment can be utilised, no cancellation charge will be

payable by the Buyer.

4.21 Consultancy Services

4.21.1 The Supplier shall have the ability to provide an innovative consultancy Service based on insight, research and data delivered by Supplier Staff with specialist knowledge, where requested by the Buyer.

4.21.2 The consultancy Services that may be required shall include:

- Information and support about national health concerns and initiatives, health trends and departmental absence trends;
- Health and safety industry specialists to deliver health surveillance guidance and training;
- Project managers to manage specific projects and co-ordinate defined research activities;
- Occupational health advisors to deliver educational and advice Services focused on health in the workplace. Such Services can be delivered in a variety of ways, including presentations, published guidance and/or webinars;
- Occupational health physicians to deliver advice and guidance on health in the workplace. Such Services can be delivered in a variety of ways including presentations, guidance and/or webinars; and
- Occupational therapists to deliver consultancy, education and training on areas pertinent to the provision of the Services.

4.21.3 The Supplier shall provide suitably qualified, skilled or experienced Supplier Staff to attend an employment tribunal to provide support or to act as a witness where requested by the Buyer. The charges would need to be agreed in advance.

4.22 Education and Awareness Programmes

4.22.1 The Supplier shall have the ability to deliver a programme of education and support to the Buyer's Personnel in relation to the Services, where requested by the Buyer.

4.22.2 The Supplier shall agree the content and delivery of such programmes in advance with the Buyer.

4.22.3 The Supplier shall ensure that all health promotion materials reflect that of wider government health policy published by the Department of Health and Social Care and reflect clinical best practice.

4.22.4 The Supplier shall include relevant material in their programme which is provided by the Buyer, such as policy changes and health and wellbeing initiatives. The content of any programme shall be based on material readily available to the Supplier and tailored where required for the Buyer.

4.22.5 The Supplier shall develop, where requested by the Buyer, tailored material to be delivered to the Buyer's Personnel. The Supplier shall not charge for the delivery of tailored material until the Buyer has agreed the content and delivery method.

4.22.6 The Supplier shall ensure that programmes coincide with all national and local health strategies and awareness campaigns.

4.22.7 The Supplier shall deliver the programmes using a variety of communication methods, including posters, leaflets, audio, web-based, workshops and seminars and shall tailor programmes to meet the needs of the Buyer.

4.22.8 The Buyer shall pay cancellation charges for workshops and seminars cancelled with less than two (2) weeks' notice. The cancellation charges should be reflective of whether or not the venue or Supplier Staff are able to be used for other purposes and be reduced/waived accordingly.

4.22.9 The Supplier shall ensure the subject areas cover general health and wellbeing including, but not limited to:

- Mental health;
- Musculoskeletal health;
- Healthy lifestyle;
- Stress management;
- Back care;
- Exercise;
- Sleep;
- Health promotion;
- Smoking awareness;
- Sun safe;
- Blood pressure;
- Diabetes (incorporating obesity and healthy eating);
- Bone density; and
- Weight and diet/nutrition.

4.23 Premises and Access to Services

4.23.1 The Supplier shall ensure when delivering Services onsite at the Buyer's premises that the accommodation is suitable for the Services, and where not, the Supplier shall discuss with the Buyer.

4.23.2 The Buyer shall provide the Supplier with its Health and Safety Policy and Control of Contractor Policy & Procedure to be adhered to by the Supplier Staff working onsite at the Buyer's premises.

4.23.3 The Supplier shall agree with the Buyer any equipment required for the delivery of onsite Services.

4.23.4 Where the Supplier will be responsible for the provision of such equipment, the Supplier shall provide the Buyer with all requirements of the premises in order that the equipment can be correctly installed and maintained.

4.23.5 The Supplier shall ensure that access to premises is requested from the Buyer in advance of Services being performed so as to allow for any additional security clearance, which may be required.

4.23.6 The Supplier shall also provide the Services for the Buyer's home based/remote workers based UK wide.

4.23.7 The Supplier shall ensure that face to face Services which are required away from the Buyer's premises, are conducted on premises that are appropriate, safe and offer adequate levels of privacy for Buyer's Personnel.

4.23.8 The Supplier shall ensure that appointments take place in suitable local Supplier premises within a reasonable travelling distance of the Buyer's Personnel's home, but no more than one hour's travelling distance by public transport, from the Buyer's Personnel's office location.

4.23.9 The Supplier shall ensure, if requested by the Buyer's Personnel, Supplier Staff of the same gender shall carry out the consultation.

4.23.10 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to disabled Buyer's Personnel, including disabled parking.

4.24 Diversity and Inclusion

4.24.1 The Supplier shall ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.

4.24.2 The Supplier shall ensure Supplier Staff are trained in such legislation as necessary for the provision of the Services and ensure that diversity and inclusion is embedded and promoted within all Services. The delivery of Services shall be accessible to the Buyer's Personnel/Users, and shall include as a minimum:

- The digital Service shall be fully and demonstrably compliant with the Public Sector Bodies Accessibility Regulations to ensure that all staff have equal access to the Services. Further information is available at:

  https://gds.blog.gov.uk/2018/09/24/how-were-helping-public-sector-websites-meet-accessibility-requirements/

  Understanding WCAG 2.2 - Service Manual - GOV.UK (www.gov.uk)

- Provision of written reports in alternative formats where required or upon request of the Buyer's Personnel;

- Telephone services to support the Buyer's Personnel with hearing or speech difficulties; Services for the Buyer's Personnel whose first language is not English and who may request or require language support;
- Services for the Buyer's Personnel with Neuro-diverse conditions who may have specific communication or Service needs;
- Access to the Supplier's premises for face to face appointments shall be disability friendly, where required to be so. Where this is not possible alternative arrangements shall be made in advance of any appointments; and
- Provision of disabled parking at the Supplier's premises, where required.

4.25 Service Implementation

4.25.1 The Supplier shall provide implementation support for the Buyer, which shall include as a minimum but not limited to:

- A detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities and dependencies;
- Work with the Buyer to set up systems and processes to support the delivery of the Services including: providing access to the online portal for relevant Buyer's representatives (including any branding/tailoring); confirming the referrals process and format/methods; and arrangements for requesting assessments, diagnostics, and adjustments etc.
- Work with the Buyer to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Staff;
- A communications strategy to ensure the Buyer is kept informed at key stages during the transition of Services;
- Details of the publicity and promotion activity to launch the new service provision. This should be provided free of charge;
- Work with the incumbent provider to ensure a seamless transfer and continuity of Services, including the secure transfer/transmission of all relevant medical records and Data to the appointed Supplier's secure system; and
- The secure transfer/transmission of all relevant historical medical records to any new Supplier on expiry/termination of a Call-Off Contract (exit provisions) free of charge. The Supplier shall facilitate and support the orderly transition of the Services to any new/replacement Supplier.

The Parties shall also confirm responsibilities, methods of communication and the key contacts for the Call-Off Contract.

4.25.2 The Supplier shall provide the Buyer with a process flow and description of how appropriate Services are managed, from the point of contact through to case

management and resolution as part of their implementation. These processes shall be approved in advance by the Buyer.

4.25.3 The Supplier shall ensure that where the Buyer has separate contracted provision for e.g. Employee Assistance Programme services, the Supplier shall work with the Buyer's contracted supplier(s) to deliver a seamless and joined up approach across the Services. The Buyer shall supply relevant contact details as appropriate.

4.25.4 The Supplier shall establish a project team, which is responsible for the implementation of the Services.

4.25.5 The Supplier shall appoint a project manager with relevant experience of implementing a project of similar size and complexity.

4.25.6 The Supplier's project manager shall report to the Buyer on all aspects of implementation.

5. SUPPLIER ACCREDITATIONS, SECURITY AND DATA PROTECTION, AND STANDARDS

5.1 Supplier Accreditation

5.1.1 The Supplier shall be Safe Effective Quality Occupational Health Service (SEQOHS) accredited or be signed up to the SEQOHS accreditation pathway.

5.1.2 The Supplier shall act in compliance with Health and Safety Executive (HSE) guidance in the delivery of the Services.

5.1.3 The Supplier shall ensure that all Service delivery adheres to recognised public health initiatives and best practices including, but not limited to:

- Civil Service Health & Wellbeing Strategy
- NICE Workplace Guidance Overview | Workplace health: management practices | Guidance | NICE
- The NHS Long Term Plan (2019);
- Workplace Health: Applying All Our Health Workplace health: applying All Our Health - GOV.UK (www.gov.uk); and
- HSE Guidance.

5.1.4 The Supplier shall ensure that the delivery of Services remains current with all changes to published public health initiatives and will update the Buyer how any changes will be applied to and/or impact the delivery of the Services.

5.1.5 The Supplier shall work with the Buyer to support the NHS Long Term Plan (2019) NHS Long Term Plan » The NHS Long Term Plan. The "LTP" is a 10 Point Plan designed to improve the health and wellbeing of the population.

5.2 Security and Data Protection

5.2.1 The Supplier shall deliver the service in accordance with the HMG Security Policy Framework:

Security policy framework: protecting government assets - GOV.UK (www.gov.uk)

5.2.2 The Supplier shall have a Cyber Essentials Scheme Basic Certificate or equivalent; the Cyber Essential Scheme requirements can be located at: https://www.ncsc.gov.uk/cyberessentials/overview.

5.2.3 The Supplier shall provide web based access to its system/online portal and the Government Web Content Accessibility Guidelines (WCAG 2.1 AA) must be adhered to - further information is available at:

Understanding WCAG 2.2 - Service Manual - GOV.UK (www.gov.uk)

There shall be no integration with the Buyer's systems.

5.2.4 The Buyer's authorised representatives (primarily its HR team) shall be given secure logins (password protected) to the online portal and any other relevant systems.

5.2.5 The Supplier shall ensure that the Buyer's information and Data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and Data is transmitted across all applicable networks.

5.2.6 The Supplier shall, where required, have the capability to employ encryption to information/Data which shall be sent across a network or extracted by electronic means to ensure that the information/Data exchanged and transmitted between the Supplier and the Buyer is securely protected in transit. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL-SENSITIVE.

5.2.7 The Supplier must have and maintain appropriate technology/systems, personnel and procedural security measures in place (including ensuring compliance from any third party providers e.g. data centres) to ensure that Buyer information and Data (electronic and physical and Personal Data) e.g. medical records shall be retained, managed and disposed of in a secure and confidential manner and in accordance with prevailing Data Protection legislation and other relevant industry standards.

5.2.8 The resilience of any systems used must safeguard the confidentiality and the integrity of Personal Data, and prevent any unauthorised access to, or misuse or accidental disclosure/loss of, the Buyer's information and Data.

5.2.9 The Supplier shall ensure that any suspected or actual security breaches are reported to the Buyer immediately with details of impact and proposals for rectification and prevention of recurrence. Depending on the impact of the

breach, may be included in monthly/quarterly performance reporting.

5.2.10 The Supplier should have clear and documented procedures for Data handling and Processing, and the retention and disposal of Personal Data which should be rigorously observed to ensure the protection of the rights of data subjects. The Buyer's preference is for Personal Data not to be transferred outside the UK where possible; however, alternative proposals will be reviewed.

5.2.11 Joint Schedule 11 Processing Data shall be completed as part of the Call-Off Contract.

5.2.12 The Supplier shall comply with all relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.

5.2.13 All systems must provide for back-ups of operational data and application software and configuration to be taken at regular intervals without any system downtime, and back-ups stored securely offsite and encrypted at the time of back up.

5.2.14 The Supplier should have in place Disaster Recovery processes to ensure that any data/system loss due to a major unplanned event is within the limit set in the Recovery Point Objective (RPO) - the point to which information used by an activity must be restored to enable the activity to operate on resumption.

5.2.15 The Supplier shall hold and maintain an up-to-date and robust business continuity and disaster recovery plan (BCDR).

5.3 Standards

5.3.1 The Supplier shall provide secure solutions that comply with any restrictions or requirements arising out of the Buyer's or relevant industry standard security policies. This shall include, but not be limited to (as relevant):

- Cyber Essentials Scheme Basic Certificate;
- ISO 9001 Quality Management or equivalent certification/systems;
- ISO 27001 Information Security Management or equivalent certification; and
- HMG Baseline Personnel Security Standard.

5.3.2 The Buyer shall require the Supplier to undertake Check Assurance with a National Cyber Security Centre (NCSC) approved provider. Further information on NCSC penetration testing can be found at:

Using a CHECK provider - NCSC.GOV.UK

https://www.ncsc.gov.uk/guidance/penetration-testing

5.3.3 The Supplier shall not charge a premium to the Buyer for any additional standards and/or security compliance applicable to a Call-Off contract, unless agreed in advance by the Buyer.

5.3.4 The Buyer shall provide the Supplier with its Information Security Policy and will

agree any other relevant system assurances it requires.

6. SUPPLIER STAFF/RESOURCING

6.1 Supplier Staff

6.1.1 The Supplier shall ensure that all Supplier Staff and any sub-contractors' personnel (if applicable) assigned to the Buyer's Call-Off Contract are suitably experienced, skilled and/or qualified to deliver the Services for which they are employed.

6.1.2 The Supplier shall provide sufficient levels of experienced and qualified Supplier Staff (and sub-contractors if applicable) for the duration of the Call-Off Contract, with the ability to scale up resourcing to deal with peaks or changes in Service demands and/or cover absences (planned or unplanned). The Supplier shall regularly review their resource planning process.

6.1.3 The Supplier's Staff may include any sub-contractors' personnel, as well as the Supplier's employees and any agency staff.

6.1.4 For continuity in the onsite role, the Buyer would expect the same Supplier Staff member/occupational health advisor or a pool of two (2) occupational health advisors would carry out the regular onsite role (these Supplier Staff may also carry out any broader Services as well).These Supplier Staff shall undergo additional security vetting to work onsite.

6.1.5 The Supplier shall provide relevant clerical and administrative support for the occupational health advisors and any occupational health physicians used, in a manner which is sufficient to enable the efficient delivery of the Services.

6.1.6 Although there is an incumbent provider, TUPE will not apply.

6.1.7 Some Supplier Staff may be defined as Key Staff (including the Supplier's Contract Manager) and all reasonable endeavours should be made to ensure continuity of staff in these roles throughout the Call-Off Contract Period. The Supplier shall not remove or replace Key Staff unless absolutely necessary and shall be discussed with the Buyer. The replacement for a key role must have the equivalent level of qualifications and experience appropriate for that role; the Supplier shall be responsible for relevant knowledge transfer.

6.1.8 The Supplier and the nominated Supplier Staff must be free from having any actual or potential conflicts of interest, to ensure independence and objectivity; any declarations should be made where an actual/potential conflict is identified with the proposed conflict mitigations for the Buyer to review to confirm if it is manageable.

6.2 Patient Confidentiality and Anonymity

6.2.1 The Supplier shall ensure that Supplier Staff are aware of the following:

- Factual, contemporaneous and legible medical records shall be maintained for all Users of the Services; and
- Reports produced for the Buyer's Personnel can be disclosed to that individual on request in accordance with the General Data Protection Regulation (GDPR).

6.2.2 The Supplier shall ensure Supplier Staff are trained in all applicable law relating to patient confidentiality and the Supplier shall provide evidence of such training on the request of the Buyer.

6.2.3 All Users of the Services and the Supplier Staff shall be made aware of the scope and limitations of patient and client confidentiality, in particular where there is a legal responsibility to breach patient confidentiality where there are issues of child protection, a threat to health and safety, a risk of harm to self or others, or prevention of a crime or terrorist act.

6.2.4 The relevant Supplier Staff (Key Staff) may also be asked to sign individual confidentiality agreements.

6.3 Qualifications

6.3.1 The Supplier shall ensure that the Supplier Staff delivering the Services shall have the relevant qualifications for their role as follows:

- Clinical Staff - shall be registered with the relevant regulatory Authority and shall have annual verification of GMC, NMC, HCPC certification;
- Consultant Occupational Health Physicians - shall be a Member or Fellow of the Faculty of Occupational Medicine (MFOM or FFOM), or can demonstrate they are in the process of accreditation;
- Occupational Health Physicians - shall be an Associate of the Faculty of Occupational Medicine (AFOM) and shall hold as a minimum a Diploma in Occupational Medicine (DOccMed). S/he/They must be registered as a doctor with the General Medical Council (GMC). Such Supplier Staff shall have access to consultant occupational health physicians in order to consult on complex or specialist cases;
- Occupational Health Advisors - shall be a Registered Nurse (RN) with the Nursing Midwifery Council (NMC) and shall hold or can demonstrate they are working towards a degree or post-graduate diploma in Occupational Health with associated registration on Part 3 of the Register as a Specialist Community Public Health Nurse (OH) (SCPHN/OH). Supplier Staff who will deliver HAVS screening - shall be trained practitioners to the NHS Career framework Level 3 standard (OH Support Worker Level 2);
- Supplier Staff who will provide immunisation, screening, and/or surveillance Services - shall be a Registered Nurse (RN) with the Nursing Midwifery Council (NMC) and shall hold evidence of having undertaken face to face

immunisation training in the last 12 months including basic life support and anaphylaxis (NHS Career framework Level 2 (OH Support Worker Level 1));

- Supplier Staff who will deliver health surveillance Services - shall be competent in the management of Health and Safety at Work Regulations 1999 Section 7 and shall operate to clinical protocols;
- Occupational Therapists - shall hold a BSc (Hons) in Occupational Therapy or a Master's Degree or Advanced Postgraduate qualification in Occupational Therapy. They shall also be registered with the Health and Care Professions Council (HCPC) and shall hold membership of the British Association of Occupational Therapists; and
- Physiotherapists - shall have a BSc in Physiotherapy and shall hold professional registration with the Health and Care Professions Council (HCPC).

6.3.2 The Supplier shall ensure all Supplier Staff who provide counselling Services shall:

- Have a Diploma in Counselling or equivalent;
- Comply with the BACP Ethical framework for good practice in Counselling and Psychotherapy 2012;
- Have experience of delivering short term counselling;
- Have 450 hours of counselling experience post qualification;
- Undertake regular supervision by a qualified counselling supervisor in line with BACP guidelines;
- Hold membership or accreditation with one or more of the relevant registered bodies; and
- Ensure therapists delivering therapeutic Services meet the minimum level of relevant qualifications and experience required for membership of their appropriate professional bodies (The British Association for Behavioural and Cognitive Psychotherapies, EMDR UK & Ireland Association and the British Association for Counselling and Psychotherapy).

6.4 Training

6.4.1 The Supplier shall ensure that all Supplier Staff undertake Continuing Professional Development (CPD) and relevant update/refresher training.

6.4.2 The Supplier shall provide adequate supervision and support, where newly qualified Supplier Staff provide the Services, including a designated qualified mentor. The Buyer should be consulted if newly qualified Staff are to be used.

6.4.3 The Supplier shall ensure all Supplier Staff who provide the Services shall:

- Be trained in diversity and inclusion;

- Be appropriately trained in the Buyer's processes and policies as provided by the Buyer;
- Be trained in the Supplier's processes, procedures and policies, including those which have been agreed between the Supplier and the Buyer; and
- Be trained in the advice Services that are offered and/or available and have access to a database of such Services so that the Buyer's Personnel who use the Services can be triaged appropriately and signposted to the relevant Services.

6.4.4 The Supplier shall keep a record of such training and provide evidence of training and/or qualifications on the request of the Buyer.

6.5 Supplier Staff Specialist Requirements

6.5.1 Where requested by the Buyer, the Supplier shall provide Supplier Staff with relevant specialist knowledge, skills, experience and training to operate in specialist environments, such as:

- Specialist knowledge of chemical and biological incidents;
- Experience of heavy manual handling;
- Knowledge of specialist equipment which shall be notified by the Buyer;
- Training in the use of specialist personal protective equipment; and/or Knowledge and/or qualified to work with a fitted respirator.

6.6 Security Vetting

6.6.1 The Supplier shall ensure that Supplier Staff having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. The Supplier shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Supplier Staff having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at:

Government baseline personnel security standard - GOV.UK (www.gov.uk)

6.6.2 The Supplier shall ensure that all relevant Supplier Staff, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate.

6.6.3 The Supplier shall ensure that all Supplier Staff have appropriate security clearance and comply with any additional security requirements specified by the Buyer. The onsite Supplier Staff shall undergo additional security vetting as per the Buyer's requirements; these checks may take 5-7 working days. In order to undertake these checks, we would require the email address and telephone numbers of the Staff.

6.6.4 The Supplier shall provide evidence of the vetting checks on the request of the Buyer.

6.7 Supply Chain Management

6.7.1 The Supplier shall note the Government is committed to making sure that small and medium-sized enterprises (SMEs) have access to Government contract opportunities. Where appropriate the Supplier shall make opportunities accessible to ensure that the most appropriate sub-contractors are part of their supply chain and shall proactively support the Government's SME agenda whilst delivering a quality service and ensuring that value for money is achieved.

6.7.2 The Supplier shall proactively encourage SMEs to become part of their supply chain to support the Government's agenda.

6.7.3 The Supplier shall ensure that they exercise due skill and care in the selection of any sub-contractors (including associates/partners).

6.7.4 The Supplier shall ensure that all sub-contractors appointed have the technical and professional resource and experience to deliver the relevant Services.

6.7.5 The Supplier shall be responsible for managing and monitoring the ongoing performance of any sub-contractors and ensure they have a process in place to deal with any issues with under and non-performance of appointed sub-contractors.

6.7.6 The Supplier shall formalise relationships (which should include mirroring any key Call-Off Contract terms) with sub-contractors and manage any sub-contractors in accordance with Industry Good Practice.

7. CONTRACT MANAGEMENT, PERFORMANCE AND MANAGEMENT INFORMATION

7.1 Call-Off Contract Management

7.1.1 The Supplier shall assign a suitably qualified and experienced Contract Manager (and deputy if applicable) to oversee the performance of the Call-Off Contract (details of responsibilities covered below). Contact details shall be provided to the Buyer.

7.1.2 The Supplier's Contract Manager shall develop a detailed understanding of the Call-Off Contract and the Buyer, and shall have relevant industry experience and capacity, with experience of managing contracts of a similar size and complexity.

7.1.3 The Supplier's Contract Manager shall be considered Key Staff and all reasonable endeavours should be made to ensure continuity in this role throughout the Call-Off Contract Period.

7.1.4 The Supplier shall communicate any change in the Contract Manager to the Buyer; no less than one (1) month in advance of any planned change.

7.1.5 The Supplier shall participate in face to face meetings at no additional cost to

the Buyer. Virtual/video conferencing shall be used for many of the meetings.

7.1.6 The Supplier shall promote, deliver and communicate transparency of pricing and savings when requested by the Buyer.

7.1.7 The Supplier's Contract Manager shall be the primary contact between the Supplier and the Buyer. The Supplier's Contract Manager shall be responsible for managing the relationship with the Buyer, which shall include the following areas:

- Ensuring continuity of provision and quality Service delivery;
- Service planning (including resource allocation and management) and programme of continuous evaluation and improvement (including proposals for service changes and/or efficiencies;
- Agreeing and documenting points of contact with the Supplier for communication and escalation;
- Contract administration and communication;
- Provision of Performance Management/Progress Review Reports with management information (MI) and detailed key performance Data;
- Attending the scheduled Performance Management/Progress Review Meetings on a monthly/quarterly basis (face to face/virtual-video conferencing). These meetings shall be used as a forum for the review of the Performance Management/Progress Review Reports, other ad hoc MI, recommendations for potential continuous improvements and market trends. (although these are the main agenda items – other topics can be included);
- Risk and cost management;
- Issue resolution and Service improvement where issues have been identified; and
- Resolution of complaints and queries, which have been escalated.

7.1.8 The Supplier shall provide the contact details for the Supplier Staff e.g. a deputy or cover responsible for managing the Call-Off Contract where the Supplier's Contract Manager is not available.

7.1.9 The Supplier's Contract Manager should be contactable Monday to Friday (excluding bank holidays) between 09:00 to 17:00.

7.1.10 The Buyer shall provide details of its nominated Contract Management representative(s) to act as primary contacts.

7.1.11 The Parties shall work collaboratively with regular communication between the Parties (by email, telephone and face to face channels) to ensure understanding of the requirements, expectations and the Buyer's culture and Personnel profile to optimise the support.

7.1.12 The Supplier shall provide the Buyer with a quarterly report, listing as a minimum:

- External market trends, including analysis of how the Buyer could benefit from such trends, including a cost analysis of any such changes; and
- Proposed improvements to Services, including but not limited to, technology changes, administrative changes, Charges and new ways of working. Such proposals shall include an impact assessment of such changes.

7.2 Service Levels / Performance Measures

7.2.1 The Parties shall agree the Service Levels and Performance Monitoring approach. The Supplier shall work to the agreed Service Levels. The Buyer has proposed some draft Service Levels (no service credit regime shall apply).

7.2.2 The Service Levels and performance will be monitored and recorded in the Performance Management/Progress Review Reports and reviewed and discussed by the Parties at the Performance Management/Progress Review Meetings.

7.2.3 In the event of any Service Level failures, remedial actions shall be agreed to improve the Services for the next review period.

7.2.4 The Services must be carried out using all reasonable skill and due diligence, and in accordance with good industry practice. The Supplier may also hold ISO 9001 Quality Management or equivalent certification.

7.2.5 The Supplier shall assure quality is embedded in its delivery to ensure the required Buyer outcomes and objectives are met, and our reputation is not impacted negatively.

7.3 Clinical Governance and Performance Monitoring

7.3.1 The Supplier shall conduct an annual Service review in respect of each Contract Year. The Service review shall be supported by a report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action to be taken.

7.3.2 The Supplier shall make the results available to the Buyer.

7.3.3 The Supplier shall include the following content in the annual review:

- Supplier Staff levels are being maintained and monitored to cope with Service demands and that a Supplier Staff resource planning process is regularly reviewed and maintained;
- All clinical policies and procedures are being monitored and followed;
- The maintenance and secure storage of medical records;
- Supplier Staff are professionally accredited in order to provide the Services;

- The Supplier is compliant with SEQOHS standards;
- Supplier Staff professional qualification accreditation is monitored and maintained at organisational level; and
- The complaints process is effectively monitored and maintained by sampling 10% of complaints and reviewing that all processes are followed and appropriate records maintained.

7.3.4 The Supplier shall work with the Buyer to track and report on any remedial actions identified and the Parties agree that they shall bear their own respective costs and expenses incurred in respect thereof.

7.3.5 The Supplier shall monitor the use of clinical time on a regular basis to ensure the most efficient utilisation of clinical capacity and that this capacity is sufficient or too much for the changing demands of the Services.

7.3.6 The Supplier shall manage the exit process with termination assistance for the re-competition, including transferring all relevant historical medical records to any new Supplier on expiry of a Call-Off Contract (exit provisions). The Supplier shall facilitate and support the orderly transition of the Services to any new/replacement Supplier.

7.4 Measuring Service Impact and Outcomes

7.4.1 The Supplier shall use published, recognised methodologies, where available and agreed in advance with the Buyer to measure the Services each Contract Year. The Supplier shall include, at a minimum, an assessment of the impact of the Services on:

- Buyer's Personnel's engagement with the Buyer as an employer;
- Buyer's Personnel's perception of their own health and wellbeing;
- Buyer's Personnel's perception of their own stress and anxiety levels;
- Buyer's Personnel's perception of their own levels of resilience; and
- Buyer's Personnel's perception of presenteesim (the extent the Buyer's Personnel work when sick or feel obliged to work when sick) and productivity.

7.4.2 The Supplier shall also measure the impact of the Services on:

- Reducing Average Working Days Lost (AWDL);
- Interventions put in place for disabled Buyer's Personnel;
- Interventions relating to each type of Buyer's Personnel's absence;
- Support for the Buyer's Personnel to remain in the workplace; and
- Support for the Buyer's Personnel returning to work and whether they have remained in the workplace for a sustained period of time.

7.4.3 The Supplier shall undertake satisfaction surveys of the Services (frequency to be agreed) and shall aim to get 50% response from the Buyer's Personnel (those who have used the Service). The Supplier shall request demographic information from the Buyer's Personnel in the satisfaction survey by gender, ethnicity, age, disability and nationality.

7.4.4 The Supplier shall agree the content and target measures for the satisfaction surveys in advance with the Buyer and design and provide such surveys to the Buyer at no additional charge.

7.4.5 The Supplier shall ensure that surveys contain questions relating to all aspects of the Services including the use of the online portal, and where appropriate incorporate relevant measures that are included in the Buyers' employee surveys, which can be shared with the Supplier.

7.4.6 The Supplier shall provide the Buyer with the survey results, including recommendations for Service improvements and identifying changes to Services where Buyer's Personnel satisfaction has not met agreed targeted results.

7.4.7 In addition, those who access the online portal shall be requested to complete a confidential questionnaire which targets feedback on the online portal in relation to its effectiveness, accessibility and relevance. Such results will be anonymised and provided to the Buyer as part of the monthly management information.

7.5 Strategy, Policy and Guidance

7.5.1 The Supplier shall be conversant with all current, proposed and new legislation pertinent to the Services provided.

7.5.2 The Supplier shall provide the Buyer with a written report of proposed and new legislative changes and/or guidance stating how the Services will be impacted and/or where the Services will need to be modified in order to maintain compliance with such changes.

7.5.3 The Supplier shall also ensure that the Buyer is aware of any national medical issues, for example pandemics, shortage of medicines etc and what measures the Buyer would need to take to ensure the health and safety of their Personnel.

7.5.4 The Supplier shall work with the Buyer and provide policy and strategy guidance and advice. This shall include a review of internal policies (as requested by the Buyer) and sharing best practice and reviewing policies in line with current legislation.

7.5.5 The Supplier shall work with the Buyer to understand any policy changes, which may impact on Service delivery.

7.5.6 The Supplier shall:

- Undertake periodic analysis of the Buyer's absence Data, case information and trends;

- Determine the most appropriate methods of Data collection and related protocols;
- Undertake comprehensive analysis of the Data at business level, occupational group and demographic groups to identify trends, hotspots, best practice and areas for concern;
- Undertake regular benchmarking of absence and trend across employment sectors; and
- Provide recommendations using the Data analysis to highlight potential for Service improvements and mechanisms to reduce absence levels.

7.5.7 The Supplier shall propose changes and/or modifications to the Services in order that the Services address any specific trends and/or issues, including a time plan for implementation.

7.5.8 The Supplier shall work with the Buyer to determine what preventative solutions can be implemented to address organisational attendance issues. This shall include sharing patterns of absence or absence type, trends, hotspots and examples of best practice.

7.6 Complaints Process

7.6.1 The Supplier shall ensure that any issues raised directly by the Buyer's Personnel are dealt with as a matter of priority.

7.6.2 The Supplier shall assist in seeking speedy resolution to resolve the situation, irrespective of where the fault lies. Types of complaints that shall be supported in this way include, but are not limited to:

- Buyer's Personnel complaints relating to delays in booking appointments for Services;
- Buyer's Personnel complaints relating to the availability of receiving the Services;
- Buyer's Personnel complaints relating to any sharing of patient Data;
- Buyer's Personnel complaints in relation to the quality of Services received;
- Buyer's Personnel complaints in relation to Services not meeting the specific needs of individuals e.g. facilities for disabled Personnel;
- Buyer's complaints relating to failure of Service Levels; and
- Buyer's complaints in relation to invoicing and billing.

7.6.3 The Supplier shall acknowledge complaints made by the Buyer's Personnel i.e. verbal, formal or informal and written within one (1) Working Day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution to the complaint shall be made by the Supplier to the Buyer at intervals of five (5) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both

parties.

7.6.4 The Supplier shall have in place a robust escalation process to support complaints handling and to ensure effective management and resolution of all complaints received from the Buyer and/or Buyer's Personnel. This procedure should be simple to follow.

7.6.5 The Supplier shall provide the Buyer with one consolidated report (per month) for the duration of any Call-Off Contract, capturing all complaints detailed by Buyer's Personnel and the Buyer. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the Services and lessons learnt.

7.6.6 The Supplier shall provide the Buyer with a copy of their documented complaints process.

7.7 Management Information (MI) and Reporting

7.7.1 The Supplier shall provide the following management information, as a minimum, to the Buyer (either delivered directly by email or downloadable from the online portal). Relevant information will be compiled and form the Performance Management/Progress Review Report.

7.7.2 The Buyer will require comprehensive and robust MI to verify that the Services are being delivered to the required standard, providing quality outcomes and providing value for money. The final agreed format and content shall be agreed with the Buyer, which may include some tailoring to best meet its requirements.

7.7.3 Each monthly invoice will be accompanied with a summarised MI report correlating with the items on the invoice to detail the breakdown of all costs.

7.7.4 The Supplier shall ensure the Buyer's Personnel's anonymity and confidentiality in the delivery and content of all management information.

7.7.5 The Supplier shall ensure that the MI is provided in a format which is compatible to the Buyer and can be used to analyse data as specified by the Buyer. At a minimum this shall be available to be drilled down at organisation, business unit level and by geographical location.

7.7.6 The Supplier shall ensure that the MI should be held on a secure digital platform where access can be limited to ensure GDPR compliance. The Supplier shall provide relevant/agreed MI; however shall also provide the Buyer's Contract Management representative(s) with access to the online portal to download MI/reports within 5 working days of the relevant period end and in real time.

7.7.7 The Buyer may request a reasonable number of ad-hoc management information reports. The Supplier shall provide such management information reports at no additional charge. There may be some urgency, where the reports are required as a response to Freedom of Information requests, Minister's questions and/or Parliamentary Questions.

7.7.8 The Buyer shall, where the Data is available, provide the Supplier with quarterly statistics on causes of sick absence, absence levels and average working days lost (AWDL). The Buyer will supply these figures at organisational and departmental/business unit level where available.

7.7.9 The Buyer will also advise the Supplier of any planned programmes of work, which may have an impact on the usage of the services, such as a major transformation programme.

Monthly Management Information and reporting

7.7.10 The Supplier shall provide the following monthly management information to the Buyer and shall include a demographic breakdown of Service usage by gender, ethnicity, age, disability and nationality, where available. Section 149 of the Equality Act 2010 imposes a legal duty, known as the Public Sector Duty (Equality Duty), on all public bodies, to consider the impact on equalities in all policy and decision making. The report shall be provided/available for download within 5 working days of the period end.

General

- Monthly and cumulative Contract Year to date Charges for the Services, including any pass through or additionally agreed Charges:
- Consolidated Buyer's Personnel's complaints report;
- Performance against agreed Service Levels/Performance Measures;
- Results of the Buyer's Personnel satisfaction surveys (if applicable) and results of the confidential questionnaires for users of the online portal; and
- Identification of any risks identified with the delivery of the Services, including mitigating actions to manage the risks going forward.

Helpdesks

- Numbers of telephone enquiries received;
- Numbers of email enquiries received; and
- Numbers of calls to helplines, categorised by type e.g. Manager, Nursing.

Pre-appointment/employment checks

- Number of online assessments completed; and
- Number of occupational health advisor assessments completed.

Attendance Management

- Total number of Buyer's Personnel referrals;
- Referral by type – telephone, electronic and/or face to face;
- Referral by category of illness / condition / medical category / service. The categories shall be standardised in agreement with the Supplier, but shall

include musculoskeletal, mental health, work related stress, surveillance and pre-employment at a minimum;

- Management referral activity by clinical disease codes (ICD10);
- Number of occupational health visits undertaken, categorised by type such as workplace and home;
- A breakdown of referrals categorised by new referrals (including time from referral to first appointment), closed referrals (including how long the referral lasted), in progress referrals categorised by time slots of ten days and type (standard, complex, further medical evidence required etc.) number of referrals not yet processed (including the age of such referrals by the number of days;
- Number of occupational health advisor and occupational health physician appointments;
- Number of appointments cancelled by the Supplier;
- Number of the appointments cancelled by the Buyer/Buyer Personnel;
- Number of the Buyer's Personnel referred on Day 1 of absence;
- Number of the Buyer's Personnel referred with absence of less than 14 days;
- Number of the Buyer's Personnel referred with absence of more than 14 days;
- Number of in-work referrals and further information requests;
- Number of cases related to equality legislation;
- Number of re-referrals and further information requests;
- Number of reports returned to the Supplier for revision and amendments including time taken to produce the amended report;
- Type of recommendation and/or outcome for referrals i.e. return to work, workplace adjustment, medical/ill health retirement, medical termination;
- Number of further medical evidence requests and by type; and
- Analysis of the Buyer's Personnel who did not attend appointments.

<u>Case Conferences</u>

- Number of case conferences held between the Supplier and the Buyer.

<u>Health Surveillance</u>

- Number and type of surveillance referrals;
- Number of RIDDOR reportable occupational diseases reported; and
- Number of questionnaires sent and received categorised by type e.g. health assessment questionnaires (HAQs) etc.

Immunisations, Vaccinations, Inoculations, Medications & Blood Tests

- Numbers and types of each treatment given for inoculations, vaccinations, medications and blood tests.

Assessments for the Buyer's Personnel

- Numbers of assessments relating to hearing loss;
- Number of assessments relating to sight loss;
- Number of dyslexia assessments;
- Number of autism workplace needs assessments;
- Number of dyspraxia workplace needs assessments;
- Number of ADHD workplace needs assessments;
- Number of ergonomic and DSE assessments;
- Number of mental health workplace needs assessments;
- Number of workplace needs assessments where the Buyers Personnel do have a diagnosis;
- Number of learning difficulty diagnosis carried out;
- Number of coping coaching strategy sessions delivered;
- Number of support worker assessments; and
- Number of occupational therapy assessments.

Other Services

- PHQ9 and GAD7 scores before and after counselling;
- Number of psychological counselling sessions delivered;
- Number of h ealth screenings delivered;
- Health screening results by demographic;
- Number of face to face physiotherapy sessions;
- Number of telephone based physiotherapy sessions;
- Number of appointments cancelled by the Supplier;
- Number of the appointments cancelled by the Buyer/Buyer Personnel; and
- Number of missed appointments.

Quarterly Management Information and reporting

7.7.11 The Supplier shall provide the following quarterly management information. The content and scope of reports shall be defined by the Buyer and shall include a demographic breakdown of Service usage by gender, ethnicity, age, disability and nationality, where available. Section 149 of the Equality Act 2010 imposes

a legal duty, known as the Public Sector Duty (Equality Duty), on all public bodies, to consider the impact on equalities in all policy and decision making. The report shall be provided/available for download within 5 working days of the period end.

7.7.12 The Management Information/MI should include:

- An executive summary outlining usage of the Services by the Buyer and emerging trends;
- Explanation of how the Data has been collated and derived and any anomalies identified;
- Monthly and year to date performance against Service Levels/Performance Measures;
- Period by period comparison of the Data presented;
- Presentation in graphical and tabular form along with the base Data, the specific format of which shall be agreed with the Buyer;
- The benefits and added value the Services are providing, specifically stating what benefit the Supplier has brought to the Services for the Buyer's Personnel, the Buyer, and commercially;
- Summary of Buyer's Personnel satisfaction surveys, which shall track their journey from referral to resolution and identify where the Services are not meeting expected standards and plans to address these;
- Summary of Buyer's Personnel complaints and identification of any trends resulting from these with a proposed service improvement plan to be agreed between the Parties;
- Number of planned and executed policy and other occupational health workshops, listed by department;
- Trend analysis of Service usage including suggested actions and service improvements, with proposed times and costs for implementation;
- Service hotspots for the Buyer, defining where these specifically occur along with Service improvement plans to address such issues;
- Identification of risks, reasons and mitigating actions to manage the risks going forward; and
- Market innovations and trends emerging in the wider occupational health market including mental health, musculoskeletal and healthy lifestyle.

8. SOCIAL VALUE COMMITMENTS

8.1 The Supplier agrees, in providing the required Services and performing its obligations under the Call-Off Contract, that it will comply with social value

commitments and attain relevant targets.

8.2 These are the five main themes and eight subsequent policy outcomes within the social value model:

Theme 1 COVID-19 recovery	Policy outcome: Help local communities to manage and recover from the impact of COVID-19.
Theme 2 Tackling economic inequality	Policy outcome: Create new businesses, new jobs, and new skills. Policy outcome: Increase supply chain resilience and capacity.
Theme 3 Fighting climate change	Policy outcome: Effective stewardship of the environment.
Theme 4 Equal opportunity	Policy outcome: Reduce the disability employment gap. Policy outcome: Tackle workforce inequality.
Theme 5 Wellbeing	Policy outcome: Improve health and wellbeing. Policy outcome: Improve community cohesion

8.3 The Buyer has asked for details of the Supplier's commitment in regards to theme 2: Tackling economic inequality with the aim of increasing and supporting a diverse and resilient supply chain and Theme 5: Wellbeing with the aim of improving health and wellbeing.

8.4 The Supplier shall endeavour to increase and support a diverse and resilient supply chain through:

- Ensuring sub-contracting opportunities are open to Small to Medium Sized Enterprises (SMEs);
- Cascading prompt payment throughout the Supplier supply chain; and
- Supply chain processes that enable the participation of Micro, Small to Medium Sized Enterprises (SMEs) and Social Enterprises (SEs).

8.5 The Supplier shall endeavour to positively impact individual health and wellbeing, through:

- Improving wellbeing e.g. promoting awareness about mental health, substance misuse, first aid training, health and lifestyle campaigns/initiatives etc (and monitoring the impact of the initiatives); and

- Providing employees with good working conditions and ensure they have a healthy work life balance, and more broadly championing/supporting any community health and wellbeing programmes.

Core Terms

1. Definitions used in the contract

1.1 Interpret this Contract using Joint Schedule 1 (Definitions).

2. How the contract works

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 CCS does not guarantee the Supplier any exclusivity, quantity or value of work under the Framework Contract.

2.3 CCS has paid one penny to the Supplier legally to form the Framework Contract. The Supplier acknowledges this payment.

2.4 If the Buyer decides to buy Deliverables under the Framework Contract it must use Framework Schedule 7 (Call-Off Award Procedure) and must state its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules). If allowed by the Regulations, the Buyer can:

(a) make changes to Framework Schedule 6 (Order Form Template and Call-Off Schedules);
(b) create new Call-Off Schedules;
(c) exclude optional template Call-Off Schedules; and/or
(d) use Special Terms in the Order Form to add or change terms.

2.5 Each Call-Off Contract:

(a) is a separate Contract from the Framework Contract;
(b) is between a Supplier and a Buyer;
(c) includes Core Terms, Schedules and any other changes or items in the completed Order Form; and
(d) survives the termination of the Framework Contract.

2.6 Where the Supplier is approached by any Other Contracting Authority requesting Deliverables or substantially similar goods or services, the Supplier must tell them about this Framework Contract before accepting their order.

2.7 The Supplier acknowledges it has all the information required to perform its obligations under each Contract before entering into a Contract. When information is provided by a Relevant Authority no warranty of its accuracy is given to the Supplier.

2.8 The Supplier will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

(a) verify the accuracy of the Due Diligence Information; or
(b) properly perform its own adequate checks.

2.9 CCS and the Buyer will not be liable for errors, omissions or misrepresentation of any information.

2.10 The Supplier warrants and represents that all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier must provide Deliverables:

(a) that comply with the Specification, the Framework Tender Response and, in relation to a Call-Off Contract, the Call-Off Tender (if there is one);
(b) to a professional standard;
(c) using reasonable skill and care;
(d) using Good Industry Practice;
(e) using its own policies, processes and internal quality control measures as long as they do not conflict with the Contract;
(f) on the dates agreed; and
(g) that comply with Law.

3.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days from Delivery against all obvious defects.

3.2 Goods clauses

3.2.1 All Goods delivered must be new, or as new if recycled, unused and of recent origin.

3.2.2 All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

3.2.3 The Supplier transfers ownership of the Goods on Delivery or payment for those Goods, whichever is earlier.

3.2.4 Risk in the Goods transfers to the Buyer on Delivery of the Goods, but remains with the Supplier if the Buyer notices damage following Delivery and lets the Supplier know within 3 Working Days of Delivery.

3.2.5 The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

3.2.6 The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

3.2.7 The Supplier must provide sufficient packaging for the Goods to reach the point of Delivery safely and undamaged.

3.2.8 All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

3.2.9 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

3.2.10 The Supplier must indemnify the Buyer against the costs of any Recall of the Goods and give notice of actual or anticipated action about the Recall of the Goods.

3.2.11 The Buyer can cancel any order or part order of Goods which has not been Delivered. If the Buyer gives less than 14 days notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

3.2.12 The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they do not conform with Clause 3. If the Supplier does not do this it will pay the Buyer's costs including repair or re-supply by a third party.

3.3 Services clauses

3.3.1 Late Delivery of the Services will be a Default of a Call-Off Contract.

3.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.

3.3.3 The Supplier must at its own risk and expense provide all Supplier Equipment required to Deliver the Services.

3.3.4 The Supplier must allocate sufficient resources and appropriate expertise to each Contract.

3.3.5 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

3.3.6 The Supplier must ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.

3.3.7 The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

4. Pricing and payments

4.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the Charges in the Order Form.

4.2 CCS must invoice the Supplier for the Management Charge and the Supplier must pay it using the process in Framework Schedule 5 (Management Charges and Information).

4.3 All Charges and the Management Charge:

(a) exclude VAT, which is payable on provision of a valid VAT invoice; and
(b) include all costs connected with the Supply of Deliverables.

4.4 The Buyer must pay the Supplier the Charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.5 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Contract reference number and other details reasonably requested by the Buyer;
(b) includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and
(c) does not include any Management Charge (the Supplier must not charge the Buyer in any way for the Management Charge).

4.6 The Buyer must accept and process for payment an undisputed Electronic Invoice received from the Supplier.

4.7 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

4.8 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, CCS or the Buyer can publish the details of the late payment or non-payment.

4.9 If CCS or the Buyer can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables, then

CCS or the Buyer may require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items.

4.10 If CCS or the Buyer uses Clause 4.9 then the Framework Prices (and where applicable, the Charges) must be reduced by an agreed amount by using the Variation Procedure.

4.11 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The buyer's obligations to the supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

(a) neither CCS or the Buyer can terminate a Contract under Clause 10.4.1;
(b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability and Deduction under this Contract;
(c) the Supplier is entitled to additional time needed to make the Delivery; and
(d) the Supplier cannot suspend the ongoing supply of Deliverables.

5.2 Clause 5.1 only applies if the Supplier:

(a) gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;
(b) demonstrates that the Supplier Non-Performance would not have occurred but for the Authority Cause; and
(c) mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier must attend Progress Meetings with the Buyer and provide Progress Reports when specified in the Order Form.

6.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract:

(a) during the Contract Period;
(b) for 7 years after the End Date; and
(c) in accordance with GDPR,

including but not limited to the records and accounts stated in the definition of Audit in Joint Schedule 1.

6.3 The Relevant Authority or an Auditor can Audit the Supplier.

6.4 During an Audit, the Supplier must:

(a) allow the Relevant Authority or any Auditor access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for an Audit; and
(b) provide information to the Relevant Authority or to the Auditor and reasonable co-operation at their request.

6.5 Where the Audit of the Supplier is carried out by an Auditor, the Auditor shall be entitled to share any information obtained during the Audit with the Relevant Authority.

6.6 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

(a) tell the Relevant Authority and give reasons;
(b) propose corrective action; and
(c) provide a deadline for completing the corrective action.

6.7 The Supplier must provide CCS with a Self Audit Certificate supported by an audit report at the end of each Contract Year. The report must contain:

(a) the methodology of the review;
(b) the sampling techniques applied;
(c) details of any issues; and
(d) any remedial action taken.

6.8 The Self Audit Certificate must be completed and signed by an auditor or senior member of the Supplier's management team that is qualified in either a relevant audit or financial discipline.

7. Supplier staff

7.1 The Supplier Staff involved in the performance of each Contract must:

(a) be appropriately trained and qualified;
(b) be vetted using Good Industry Practice and the Security Policy; and
(c) comply with all conduct requirements when on the Buyer's Premises.

7.2 Where a Buyer decides one of the Supplier's Staff is not suitable to work on a contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform each Contract;
(b) each Contract is executed by its authorised representative;
(c) it is a legally valid and existing organisation incorporated in the place it was formed;
(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract;
(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract;
(f) it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract;
(g) it is not impacted by an Insolvency Event; and
(h) it will comply with each Call-Off Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under the Contract.

8.3 The Supplier indemnifies both CCS and every Buyer against each of the following:

(a) wilful misconduct of the Supplier, Subcontractor and Supplier Staff that impacts the Contract; and
(b) non-payment by the Supplier of any Tax or National Insurance.

8.4 All claims indemnified under this Contract must use Clause 26.

8.5 The description of any provision of this Contract as a warranty does not prevent CCS or a Buyer from exercising any termination right that it may have for breach of that clause by the Supplier.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify CCS and every Buyer.

8.7 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

9. Intellectual Property Rights (IPRs)

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

(a) receive and use the Deliverables; and
(b) make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under a Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result.

9.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

(a) obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or
(b) replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

9.7 In spite of any other provisions of a Contract and for the avoidance of doubt, award of a Contract by the Buyer and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Supplier acknowledges that any authorisation by the Buyer under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific IPR involved.

10. Ending the Contract or any subcontract

10.1 Contract Period

10.1.1 The Contract takes effect on the Start Date and ends on the End Date or earlier if required by Law.

10.1.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before the Contract expires.

10.2 Ending the Contract without a reason

10.2.1 CCS has the right to terminate the Framework Contract at any time without reason by giving the Supplier at least 30 days' notice.

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

10.3 Rectification plan process

10.3.1 If there is a Default, the Relevant Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan.

10.3.2 When the Relevant Authority receives a requested Rectification Plan it can either:

(a) reject the Rectification Plan or revised Rectification Plan, giving reasons; or
(b) accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.3.3 Where the Rectification Plan or revised Rectification Plan is rejected, the Relevant Authority:

(a) must give reasonable grounds for its decision; and
(b) may request that the Supplier provides a revised Rectification Plan within 5 Working Days.

10.3.4 If the Relevant Authority rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Authority does not have to request a revised Rectification Plan before exercising its right to terminate its Contract under Clause 10.4.3(a).

10.4 When CCS or the buyer can end a Contract

10.4.1 If any of the following events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

(a) there is a Supplier Insolvency Event;
(b) there is a Default that is not corrected in line with an accepted Rectification Plan;
(c) the Supplier does not provide a Rectification Plan within 10 days of the request;
(d) there is any material Default of the Contract;
(e) there is any material Default of any Joint Controller Agreement relating to any Contract;
(f) there is a Default of Clauses 2.10, 9, 14, 15, 27, 32 or Framework Schedule 9 (Cyber Essentials) (where applicable) relating to any Contract;
(g) there is a consistent repeated failure to meet the Performance Indicators in Framework Schedule 4 (Framework Management);
(h) there is a Change of Control of the Supplier which is not pre-approved by the Relevant Authority in writing;
(i) if the Relevant Authority discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded; or
(j) the Supplier or its Affiliates embarrass or bring CCS or the Buyer into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Buyer terminates a Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If any of the following non-fault based events happen, the Relevant Authority has the right to immediately terminate its Contract by issuing a Termination Notice to the Supplier:

(a) the Relevant Authority rejects a Rectification Plan;
(b) there is a Variation which cannot be agreed using Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);
(c) if there is a declaration of ineffectiveness in respect of any Variation; or
(d) any of the events in 73 (1) (a) or (c) of the Regulations happen.

10.5 When the supplier can end the Contract

10.5.1 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6 What happens if the Contract ends

10.6.1 Where a Party terminates a Contract under any of Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

(a) The Buyer's payment obligations under the terminated Contract stop

immediately.

(b) Accumulated rights of the Parties are not affected.

(c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the End Date.

(d) The Supplier must promptly delete or return the Government Data except where required to retain copies by Law.

(e) The Supplier must promptly return any of CCS or the Buyer's property provided under the terminated Contract.

(f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.6.2 In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Contract under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

(a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and

(b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

10.6.4 In addition to the consequences of termination listed in Clause 10.6.1, where a Party terminates under Clause 20.2 each Party must cover its own Losses.

10.6.5 The following Clauses survive the termination or expiry of each Contract: 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.7 Partially ending and suspending the Contract

10.7.1 Where CCS has the right to terminate the Framework Contract it can suspend the Supplier's ability to accept Orders (for any period) and the Supplier cannot enter into any new Call-Off Contracts during this period. If this happens, the Supplier must still meet its obligations under any existing Call-Off Contracts that have already been signed.

10.7.2 Where CCS has the right to terminate a Framework Contract it is entitled to

terminate all or part of it.

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends a Contract it can provide the Deliverables itself or buy them from a third party.

10.7.4 The Relevant Authority can only partially terminate or suspend a Contract if the remaining parts of that Contract can still be used to effectively deliver the intended purpose.

10.7.5 The Parties must agree any necessary Variation required by Clause 10.7 using the Variation Procedure, but the Supplier may not either:

(a) reject the Variation; or
(b) increase the Charges, except where the right to partial termination is under Clause 10.2.

10.7.6 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.7.

10.8 When subcontracts can be ended

10.8.1 At the Buyer's request, the Supplier must terminate any Subcontracts in any of the following events:

(a) there is a Change of Control of a Subcontractor which is not pre-approved by the Relevant Authority in writing;
(a) the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
(b) a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Relevant Authority.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Framework Contract (whether in tort, contract or otherwise) is no more than £1,000,000.

11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.

11.3 No Party is liable to the other for:

(a) any indirect Losses; or

(b) Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

11.4 In spite of Clause 11.1 and 11.2, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
(c) any liability that cannot be excluded or limited by Law;
(d) its obligation to pay the required Management Charge or Default Management Charge.

11.5 In spite of Clauses 11.1 and 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3(b), 9.5, 31.3 or Call-Off Schedule 2 (Staff Transfer) of a Contract.

11.6 In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the Data Protection Liability Cap.

11.7 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with each Contract, including any indemnities.

11.8 When calculating the Supplier's liability under Clause 11.1 or 11.2 the following items will not be taken into consideration:

(b) Deductions; and
(c) any items specified in Clauses 11.5 or 11.6.

11.9 If more than one Supplier is party to a Contract, each Supplier Party is jointly and severally liable for their obligations under that Contract.

12. Obeying the law

12.1 The Supplier must use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 To the extent that it arises as a result of a Default by the Supplier, the Supplier indemnifies the Relevant Authority against any fine or penalty incurred by the Relevant Authority pursuant to Law and any costs incurred by the Relevant Authority in defending any proceedings which result in such fine or penalty.

12.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

13.1 The Supplier must, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.2 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.

14.4 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.5 If at any time the Supplier suspects or has reason to believe that the Government Data provided under a Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Relevant Authority and immediately suggest remedial action.

14.6 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Relevant Authority may either or both:

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than 5 Working Days from the date that the Relevant Authority receives notice, or the Supplier finds out about the issue, whichever is earlier; and/or
(b) restore the Government Data itself or using a third party.

14.7 The Supplier must pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Buyer is at fault.

14.8 The Supplier:

(a) must provide the Relevant Authority with all Government Data in an agreed open format within 10 Working Days of a written request;

(b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
(c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
(d) securely erase all Government Data and any copies it holds when asked to do so by CCS or the Buyer unless required by Law to retain it; and
(e) indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Each Party must:

(a) keep all Confidential Information it receives confidential and secure;
(b) except as expressly set out in the Contract at Clauses In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances: to In spite of Clause Each Party must:, CCS or the Buyer may disclose Confidential Information in any of the following cases: or elsewhere in the Contract, not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent; and
(c) immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of Clause 15.1, a Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if, to the extent not prohibited by Law, the Recipient Party notifies the Disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
(b) if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;
(c) if the information was given to it by a third party without obligation of confidentiality;
(d) if the information was in the public domain at the time of the disclosure;
(e) if the information was independently developed without access to the Disclosing Party's Confidential Information;
(f) on a confidential basis, to its auditors;
(g) on a confidential basis, to its professional advisors on a need-to-know basis; or
(h) to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 In spite of Clause Each Party must:, the Supplier may disclose Confidential Information

on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Relevant Authority at its request.

15.4 In spite of Clause Each Party must:, CCS or the Buyer may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of CCS or the Buyer;
(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Buyer transfers or proposes to transfer all or any part of its business to;
(c) if CCS or the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
(d) where requested by Parliament; or
(e) under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier must not make any press announcement or publicise the Contracts or any part of them in any way, without the prior written consent of the Relevant Authority and must take all reasonable steps to ensure that Supplier Staff do not either.

16. When you can share information

16.1 The Supplier must tell the Relevant Authority within 48 hours if it receives a Request For Information.

16.2 Within five (5) Working Days of the Buyer's request the Supplier must give CCS and each Buyer full co-operation and information needed so the Buyer can:

(a) publish the Transparency Information;
(b) comply with any Freedom of Information Act (FOIA) request; and/or
(c) comply with any Environmental Information Regulations (EIR) request.

16.3 The Relevant Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Relevant Authority's decision in its absolute discretion.

17. Invalid parts of the Contract

17.1 If any part of a Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it is valid or enforceable.

18. No other terms apply

18.1 The provisions incorporated into each Contract are the entire agreement between the Parties. The Contract replaces all previous statements, agreements and any course of dealings made between the Parties, whether written or oral, in relation to its subject matter. No other provisions apply.

19. Other people's rights in a Contract

19.1 No third parties may use the Contracts (Rights of Third Parties) Act 1999 (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under a Contract while the inability to perform continues, if it both:

(a) provides a Force Majeure Notice to the other Party; and
(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

20.2 Either Party can partially or fully terminate the affected Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

21. Relationships created by the Contract

21.1 No Contract creates a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22. Giving up contract rights

22.1 A partial or full waiver or relaxation of the terms of a Contract is only valid if it is stated to be a waiver in writing to the other Party.

23. Transferring responsibilities

23.1 The Supplier cannot assign, novate or transfer a Contract or any part of a Contract without the Relevant Authority's written consent.

23.2 The Relevant Authority can assign, novate or transfer its Contract or any part of it to any Central Government Body, public or private sector body which performs the functions of the Relevant Authority.

23.3 When CCS or the Buyer uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that CCS or the Buyer specifies.

23.4 The Supplier can terminate a Contract novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If CCS or the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

(a) their name;
(b) the scope of their appointment; and
(c) the duration of their appointment.

24. Changing the Contract

24.1 Either Party can request a Variation which is only effective if agreed in writing and signed by both Parties.

24.2 The Supplier must provide an Impact Assessment either:

(a) with the Variation Form, where the Supplier requests the Variation; or
(b) within the time limits included in a Variation Form requested by CCS or the Buyer.

24.3 If the Variation cannot be agreed or resolved by the Parties, CCS or the Buyer can either:

(a) agree that the Contract continues without the Variation; or
(b) terminate the affected Contract, unless in the case of a Call-Off Contract, the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
(c) refer the Dispute to be resolved using Clause 34 (Resolving Disputes).

24.4 CCS and the Buyer are not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier must bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier must give CCS and the Buyer notice of the likely effects of the changes as soon as reasonably practical. They must also say if they think any Variation is needed either to the Deliverables, Framework Prices or a Contract and provide evidence:

(a) that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
(b) of how it has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

24.8 For 101(5) of the Regulations, if the Court declares any Variation ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of the Contract as they existed immediately prior to that Variation and as if the Parties had never entered into that Variation.

25. How to communicate about the Contract

25.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9:00am on the first Working Day after sending unless an error message is received.

25.2 Notices to CCS must be sent to the CCS Authorised Representative's address or email address in the Framework Award Form.

25.3 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

25.4 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than 10 Working Days.

26.2 At the Indemnifier's cost the Beneficiary must both:

(a) allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and
(b) give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary must not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

26.4 The Indemnifier must consider and defend the Claim diligently using competent legal advisors and in a way that does not damage the Beneficiary's reputation.

26.5 The Indemnifier must not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary must take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

(a) the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or
(b) the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier must not during any Contract Period:

(a) commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or
(b) do or allow anything which would cause CCS or the Buyer, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier must during the Contract Period:

(a) create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;
(b) keep full records to show it has complied with its obligations under Clause 27 and give copies to CCS or the Buyer on request; and
(c) if required by the Relevant Authority, within 20 Working Days of the Start Date of the relevant Contract, and then annually, certify in writing to the Relevant

Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier must immediately notify CCS and the Buyer if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

(a) been investigated or prosecuted for an alleged Prohibited Act;
(b) been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;
(c) received a request or demand for any undue financial or other advantage of any kind related to a Contract; or
(d) suspected that any person or Party directly or indirectly related to a Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies CCS or the Buyer as required by Clause 27.3, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.3 it must specify the:

(a) Prohibited Act;
(b) identity of the Party who it thinks has committed the Prohibited Act; and
(c) action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier must follow all applicable equality Law when they perform their obligations under the Contract, including:

(a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
(b) any other requirements and instructions which CCS or the Buyer reasonably imposes related to equality Law.

28.2 The Supplier must take all necessary steps, and inform CCS or the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

29. Health and safety

29.1 The Supplier must perform its obligations meeting the requirements of:

(a) all applicable Law regarding health and safety; and
(b) the Buyer's current health and safety policy while at the Buyer's Premises, as provided to the Supplier.

29.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they are aware of at the Buyer Premises that relate to the performance of a Contract.

30. Environment

30.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

30.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

31. Tax

31.1 The Supplier must not breach any Tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. CCS and the Buyer cannot terminate a Contract where the Supplier has not paid a minor Tax or social security contribution.

31.2 Where the Charges payable under a Contract with the Buyer are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify CCS and the Buyer of it within 5 Working Days including:

(a) the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and
(b) other information relating to the Occasion of Tax Non-Compliance that CCS and the Buyer may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
(b) indemnify the Buyer against any Income Tax, National Insurance and social

security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

(a) the Buyer may, at any time during the Contract Period, request that the Worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
(b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers is not good enough to demonstrate how it complies with Clause 31.3 or confirms that the Worker is not complying with those requirements; and
(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier must promptly notify and provide details to CCS and each Buyer if a Conflict of Interest happens or is expected to happen.

32.3 CCS and each Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the Contract

33.1 As soon as it is aware of it the Supplier and Supplier Staff must report to CCS or the Buyer any actual or suspected breach of:

(a) Law;
(b) Clause 12.1; or
(c) Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith

reports a breach listed in Clause 33.1 to the Buyer or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Relevant Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

(a) determine the Dispute;
(b) grant interim remedies; and/or
(c) grant any other provisional or protective relief.

34.4 The Supplier agrees that the Relevant Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Relevant Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Relevant Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of a Contract during any Dispute.

35. Which law applies

35.1 This Contract and any Disputes arising out of, or connected to it, are governed by English law.