

- 3.1.3 agree the format of the Registers with the Customer as part of the process of agreeing the Exit Plan; and
  - 3.1.4 at all times keep the Registers up to date, in particular in the event that Assets, Sub-Contracts or other relevant agreements are added to or removed from the Goods and/or Services.
- 3.2 The Supplier shall:
- 3.2.1 procure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Goods and/or Goods and/or Services under this Call Off Contract; and
  - 3.2.2 (unless otherwise agreed by the Customer in writing) procure that all licences for Third Party IPR and all Sub-Contracts shall be assignable and/or capable of novation at the request of the Customer to the Customer (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Goods and/or Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Customer.
- 3.3 Where the Supplier is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2.2 of this Call Off Schedule 9 which the Supplier proposes to enter into after the Call Off Commencement Date is assignable and/or capable of novation to the Customer (and/or its nominee) and/or any Replacement Supplier without restriction or payment, the Supplier shall promptly notify the Customer of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Customer so directs, may include the Supplier seeking an alternative Sub-Contractor or provider of goods and/or services to which the relevant agreement relates.
- 3.4 Each Party shall appoint a person for the purposes of managing the Parties' respective obligations under this Call Off Schedule 9 and provide written notification of such appointment to the other Party within three (3) months of the Call Off Commencement Date. The Supplier's Exit Manager shall be responsible for ensuring that the Supplier and its employees, agents and Sub-Contractors comply with this Call Off Schedule 9. The Supplier shall ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Supplier as are reasonably necessary to enable the Supplier to comply with the requirements set out in this Call Off Schedule 9. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Call Off Contract and all matters connected with this Call Off Schedule 9 and each Party's compliance with it.

#### **4. OBLIGATIONS TO ASSIST ON RE-TENDERING OF GOODS AND/OR SERVICES**

- 4.1 On reasonable notice at any point during the Call Off Contract Period, the Supplier shall provide to the Customer and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), the following material and information in order to facilitate the preparation by the Customer of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence:
- 4.1.1 details of the Service(s);
  - 4.1.2 a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;

- 4.1.3 an inventory of Customer Data in the Supplier's possession or control;
- 4.1.4 details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;
- 4.1.5 a list of on-going and/or threatened disputes in relation to the provision of the Goods and/or Services;
- 4.1.6 all information relating to Transferring Supplier Employees or those who may be Transferring Supplier Employees' required to be provided by the Supplier under this Call Off Contract such information to include the Staffing Information as defined in Schedule 10 (Staff Transfer); and
- 4.1.7 such other material and information as the Customer shall reasonably require,

(together, the "Exit Information").

4.2 The Supplier acknowledges that the Customer may disclose the Supplier's Confidential Information to an actual or prospective Replacement Supplier or any third party whom the Customer is considering engaging to the extent that such disclosure is necessary in connection with such engagement (except that the Customer may not under this paragraph 4.2 of this Call Off Schedule 9 disclose any Supplier's Confidential Information which is information relating to the Supplier's or its Sub-Contractors' prices or costs).

4.3 The Supplier shall:

- 4.3.1 notify the Customer within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Goods and/or Services and shall consult with the Customer regarding such proposed material changes; and
- 4.3.2 provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and in any event within ten (10) Working Days of a request in writing from the Customer.

4.4 The Supplier may charge the Customer for its reasonable additional costs to the extent the Customer requests more than four (4) updates in any six (6) month period.

4.5 The Exit Information shall be accurate and complete in all material respects and the level of detail to be provided by the Supplier shall be such as would be reasonably necessary to enable a third party to:

- 4.5.1 prepare an informed offer for those Goods and/or Services; and
- 4.5.2 not be disadvantaged in any subsequent procurement process compared to the Supplier (if the Supplier is invited to participate).

## 5. EXIT PLAN

5.1 The Supplier shall, within three (3) months after the Call Off Commencement Date, deliver to the Customer an Exit Plan which:

- 5.1.1 sets out the Supplier's proposed methodology for achieving an orderly transition of the Goods and/or Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract;
- 5.1.2 complies with the requirements set out in paragraph 5.3 of this Call Off Schedule 9;

- 5.1.3 is otherwise reasonably satisfactory to the Customer.
- 5.2 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 its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 5.3 Unless otherwise specified by the Customer or Approved, the Exit Plan shall set out, as a minimum:
- 5.3.1 how the Exit Information is obtained;
  - 5.3.2 the management structure to be employed during both transfer and cessation of the Goods and/or Services;
  - 5.3.3 the management structure to be employed during the Termination Assistance Period;
  - 5.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
  - 5.3.5 how the Goods and/or Services will transfer to the Replacement Supplier and/or the Customer, including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Customer's technology components from any technology components operated by the Supplier or its Sub-Contractors (where applicable);
  - 5.3.6 details of contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon the Call Off Expiry Date together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Goods and/or Services will be available for such transfer);
  - 5.3.7 proposals for the training of key members of the Replacement Supplier's personnel in connection with the continuation of the provision of the Goods and/or Services following the Call Off Expiry Date charged at rates agreed between the Parties at that time;
  - 5.3.8 proposals for providing the Customer or a Replacement Supplier copies of all documentation:
    - (a) used in the provision of the Goods and/or Services and necessarily required for the continued use thereof, in which the Intellectual Property Rights are owned by the Supplier; and
    - (b) relating to the use and operation of the Goods and/or Services;
  - 5.3.9 proposals for the assignment or novation of the provision of all services, leases, maintenance agreements and support agreements utilised by the Supplier in connection with the performance of the supply of the Goods and/or Services;
  - 5.3.10 proposals for the identification and return of all Customer Property in the possession of and/or control of the Supplier or any third party (including any Sub-Contractor);
  - 5.3.11 proposals for the disposal of any redundant Goods and/or Services and materials;
  - 5.3.12 procedures to:

- (a) deal with requests made by the Customer and/or a Replacement Supplier for Staffing Information pursuant to Call Off Schedule 10 (Staff Transfer);
  - (b) determine which Supplier Personnel are or are likely to become Transferring Supplier Employees; and
  - (c) identify or develop any measures for the purpose of the Employment Regulations envisaged in respect of Transferring Supplier Employees;
- 5.3.13 how each of the issues set out in this Call Off Schedule 9 will be addressed to facilitate the transition of the Goods and/or Services from the Supplier to the Replacement Supplier and/or the Customer with the aim of ensuring that there is no disruption to or degradation of the Goods and/or Services during the Termination Assistance Period; and
- 5.3.14 proposals for the supply of any other information or assistance reasonably required by the Customer or a Replacement Supplier in order to effect an orderly handover of the provision of the Goods and/or Services.

## 6. TERMINATION ASSISTANCE

- 6.1 The Customer shall be entitled to require the provision of Termination Assistance at any time during the Call Off Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) months prior to the Call Off 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:
- 6.1.1 the date from which Termination Assistance is required;
  - 6.1.2 the nature of the Termination Assistance required; and
  - 6.1.3 the 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 Goods and/or Services.
- 6.2 The Customer shall have an option to extend the Termination Assistance Period beyond the period specified in the Termination Assistance Notice provided that such extension shall not extend for more than six (6) months after the date the Supplier ceases to provide the Goods and/or Services or, if applicable, beyond the end of the Termination Assistance Period and provided that it shall notify the Supplier to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Customer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier to such effect.

## 7. TERMINATION ASSISTANCE PERIOD

- 7.1 Throughout the Termination Assistance Period, or such shorter period as the Customer may require, the Supplier shall:
- 7.1.1 continue to provide the Goods and/or Services (as applicable) and, if required by the Customer pursuant to paragraph 6.1 of this Call Off Schedule 9, provide the Termination Assistance;

- 7.1.2 in addition to providing the Goods and/or Services and the Termination Assistance, provide to the Customer any reasonable assistance requested by the Customer to allow the Goods and/or Services to continue without interruption following the termination or expiry of this Call Off Contract and to facilitate the orderly transfer of responsibility for and conduct of the Goods and/or Services to the Customer and/or its Replacement Supplier;
  - 7.1.3 use all reasonable endeavours to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer;
  - 7.1.4 provide the Goods and/or Services and the Termination Assistance at no detriment to the Service Level Performance Measures, save to the extent that the Parties agree otherwise in accordance with paragraph 7.3; and
  - 7.1.5 at the Customer's request and on reasonable notice, deliver up-to-date Registers to the Customer.
- 7.2 Without prejudice to the Supplier's obligations under paragraph 7.1.3 of this Call Off Schedule 9, if it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in paragraph 7.1.2 of this Call Off Schedule 9 without additional costs to the Customer, any additional costs incurred by the Supplier in providing such reasonable assistance which is not already in the scope of the Termination Assistance or the Exit Plan shall be subject to the Variation Procedure.
- 7.3 If the Supplier demonstrates to the Customer's reasonable satisfaction that transition of the Goods and/or Services and provision of the Termination Assist during the Termination Assistance Period will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Level Performance Measure(s), the Parties shall vary the relevant Service Level Performance Measure(s) and/or the applicable Service Credits to take account of such adverse effect.

## **8. TERMINATION OBLIGATIONS**

- 8.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 8.2 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall:
- 8.2.1 cease to use the Customer Data;
  - 8.2.2 provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form (or such other format as reasonably required by the Customer);
  - 8.2.3 erase from any computers, storage devices and storage media that are to be retained by the Supplier after the end of the Termination Assistance Period all Customer Data and promptly certify to the Customer that it has completed such deletion;
  - 8.2.4 return to the Customer such of the following as is in the Supplier's possession or control:

- (a) all materials created by the Supplier under this Call Off Contract in which the IPRs are owned by the Customer;
  - (b) any equipment which belongs to the Customer;
  - (c) any items that have been on-charged to the Customer, such as consumables; and
  - (d) all Customer Property issued to the Supplier under Clause 31 of this Call Off Contract (Customer Property). Such Customer Property shall be handed back to the Customer in good working order (allowance shall be made only for reasonable wear and tear);
  - (e) any sums prepaid by the Customer in respect of Goods and/or Services not Delivered by the Call Off Expiry Date;
- 8.2.5 vacate any Customer Premises;
- 8.2.6 remove the Supplier Equipment together with any other materials used by the Supplier to supply the Goods and/or Services 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 and/or any Supplier Personnel;
- 8.2.7 provide access during normal working hours to the Customer and/or the Replacement Supplier for up to twelve (12) months after expiry or termination to:
- (a) such information relating to the Goods and/or Services as remains in the possession or control of the Supplier; and
  - (b) such members of the Supplier Personnel as have been involved in the design, development and provision of the Goods and/or Services and who are still employed by the Supplier, provided that the Customer and/or the Replacement Supplier shall pay the reasonable costs of the Supplier actually incurred in responding to requests for access under this paragraph.
- 8.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Goods and/or Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Goods and/or Services or termination services or for statutory compliance purposes.
- 8.4 Except where this Call Off Contract provides otherwise, all licences, leases and authorisations granted by the Customer to the Supplier in relation to the Goods and/or Services shall be terminated with effect from the end of the Termination Assistance Period.

## **9. ASSETS AND SUB-CONTRACTS**

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

9.1.1 terminate, enter into or vary any Sub-Contract;

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

9.1.3 terminate, enter into or vary any licence for software in connection with the provision of Goods and/or Services.

9.2 Within twenty (20) Working Days of receipt of the up-to-date Registers provided by the Supplier pursuant to paragraph 7.1.5 of this Call Off Schedule 9, the Customer shall provide written notice to the Supplier setting out:

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

9.2.2 which, if any, of:

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

(b) the Non-Exclusive Assets,

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

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

in order for the Customer and/or its Replacement Supplier to provide the Goods and/or Services from the expiry of the Termination Assistance Period. Where requested by the Customer and/or its Replacement Supplier, the Supplier shall provide all reasonable assistance to the Customer and/or its Replacement Supplier to enable it to determine which Transferable Assets and Transferable Contracts the Customer and/or its Replacement Supplier requires to provide the Goods and/or Services or the Replacement Goods and/or Replacement Services.

9.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Customer and/or its nominated Replacement Supplier for a consideration equal to their Net Book Value, except where the cost of the Transferring Asset has been partially or fully paid for through the Call Off Contract Charges at the Call Off expiry Date, in which case the Customer shall pay the Supplier the Net Book Value of the Transferring Asset less the amount already paid through the Call Off Contract Charges.

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

9.5 Where the Supplier is notified in accordance with paragraph 9.2.2 of this Call Off Schedule 9 that the Customer 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:

- 9.5.1 procure a non-exclusive, perpetual, royalty-free licence (or licence on such other terms that have been agreed by the Customer) for the Customer and/or the Replacement Supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
  - 9.5.2 procure a suitable alternative to such assets and the Customer or the Replacement Supplier shall bear the reasonable proven costs of procuring the same.
- 9.6 The Supplier shall as soon as reasonably practicable assign or procure the novation to the Customer and/or the Replacement Supplier of the Transferring Contracts. The Supplier shall execute such documents and provide such other assistance as the Customer reasonably requires to effect this novation or assignment.
- 9.7 The Customer shall:
- 9.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and
  - 9.7.2 once a Transferring Contract is novated or assigned to the Customer and/or the Replacement Supplier, carry out, perform and 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.
- 9.8 The Supplier shall hold any Transferring Contracts on trust for the Customer until such time as the transfer of the relevant Transferring Contract to the Customer and/or the Replacement Supplier has been effected.
- 9.9 The Supplier shall indemnify the Customer (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 Customer (and/or Replacement Supplier) pursuant to paragraph 9.6 of this Call Off Schedule 9 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

## **10. SUPPLIER PERSONNEL**

- 10.1 The Customer and Supplier agree and acknowledge that in the event of the Supplier ceasing to provide the Goods and/or Services or part of them for any reason, Call Off Schedule 10 (Staff Transfer) shall apply.
- 10.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) without the prior written consent of the Customer to dissuade or discourage any employees engaged in the provision of the Goods and/or Services from transferring their employment to the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor.
- 10.3 During the Termination Assistance Period, the Supplier shall and shall procure that any relevant Sub-Contractor shall:
- 10.3.1 give the Customer and/or the Replacement Supplier and/or Replacement Sub-Contractor reasonable access to the Supplier's personnel and/or their consultation representatives to present the case for transferring their employment to the Customer and/or the Replacement Supplier and/or to discuss or consult on any measures envisaged by the Customer, Replacement Supplier and/or

Replacement Sub-Contractor in respect of persons expected to be Transferring Supplier Employees;

10.3.2 co-operate with the Customer and the Replacement Supplier to ensure an effective consultation process and smooth transfer in respect of Transferring Supplier Employees in line with good employee relations and the effective continuity of the Services.

10.4 The Supplier shall immediately notify the Customer or, at the direction of the Customer, the Replacement Supplier of any period of notice given by the Supplier or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

10.5 The Supplier shall not for a period of twelve (12) months from the date of transfer re-employ or re-engage or entice any employees, suppliers or Sub-Contractors whose employment or engagement is transferred to the Customer and/or the Replacement Supplier except that this paragraph 10.5 shall not apply where an offer is made pursuant to an express right to make such offer under Call Off Schedule 10.1 (Staff Transfer) in respect of a Transferring Supplier Employee not identified in the Supplier's Final Supplier Personnel List.

## **11. CHARGES**

11.1 Except as otherwise expressly specified in this Call Off Contract, the Supplier shall not make any charges for the services provided by the Supplier pursuant to, and the Customer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with, this Call Off Schedule 9 including the preparation and implementation of the Exit Plan, the Termination Assistance and any activities mutually agreed between the Parties to carry on after the expiry of the Termination Assistance Period.

## **12. APPORTIONMENTS**

12.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Customer and the Supplier and/or the Replacement Supplier and the Supplier (as applicable) as follows:

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

12.1.2 the Customer shall be responsible for (or shall procure that the Replacement Supplier 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

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

12.2 Each Party shall pay (and/or the Customer shall procure that the Replacement Supplier shall pay) any monies due under paragraph 12.1 of this Call Off Schedule 9 as soon as reasonably practicable.

## CALL OFF SCHEDULE 10: STAFF TRANSFER

### 1. DEFINITIONS

In this Call Off Schedule 10, the following definitions shall apply:

<b>“Admission Agreement”</b>	An admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into by the Supplier where it agrees to participate in the Schemes in respect of the Services;
<b>“Eligible Employee”</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
<b>“Fair Deal Employees”</b>	those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal (and, in the event that Part B of this Call Off Schedule 10 applies, any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal);
<b>“Former Supplier”</b>	a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
<b>“New Fair Deal”</b>	the revised Fair Deal position set out in the HM Treasury guidance: <i>“Fair Deal for staff pensions: staff transfer from central government”</i> issued in October 2013 including any amendments to that document immediately prior to the Relevant Transfer Date;
<b>“Notified Sub-Contractor”</b>	a Sub-Contractor identified in the Annex to this Call Off Schedule 10 to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
<b>“Replacement Sub-Contractor”</b>	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>“Relevant Transfer”</b>	a transfer of employment to which the Employment Regulations applies;

<b>“Relevant Transfer Date”</b>	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>“Schemes”</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the Designated Stakeholder Pension Scheme and “alpha” introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
<b>“Service Transfer”</b>	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
<b>“Service Transfer Date”</b>	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
<b>“Staffing Information”</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:</p> <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</li> <li>(g) any outstanding or potential contractual, statutory or</li> </ul>

other liabilities in respect of such individuals (including in respect of personal injury claims);

- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

**"Supplier's Final Supplier Personnel List"**

a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

**"Supplier's Provisional Supplier Personnel List"**

a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

**"Transferring Customer Employees"**

those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;

**"Transferring Former Supplier Employees"**

in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date; and

**"Transferring Supplier Employees"**

those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.

## 2. INTERPRETATION

Where a provision in this Call Off Schedule 10 imposes an obligation on the Supplier to provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Sub-Contractors shall comply with such obligation and provide such indemnity, undertaking or warranty to the Customer, Former Supplier, Replacement Supplier or Replacement Sub-Contractor, as the case may be.

## **PART A**

### **TRANSFERRING CUSTOMER EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. RELEVANT TRANSFERS**

- 1.1 The Customer and the Supplier agree that:
- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Customer Employees; and
  - 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Customer and the Transferring Customer Employees (except in relation to any terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-Contractor and each such Transferring Customer Employee.
- 1.2 The Customer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Customer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Customer; and (ii) the Supplier and/or any Notified Sub-Contractor (as appropriate).

#### **2. CUSTOMER INDEMNITIES**

- 2.1 Subject to Paragraph 2.2, the Customer shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:
- 2.1.1 any act or omission by the Customer in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee occurring before the Relevant Transfer Date;
  - 2.1.2 the breach or non-observance by the Customer before the Relevant Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
    - (b) any custom or practice in respect of any Transferring Customer Employees which the Customer is contractually bound to honour;
  - 2.1.3 any claim by any trade union or other body or person representing the Transferring Customer Employees arising from or connected with any failure by the Customer to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;

- 2.1.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Customer Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date.
- 2.1.5 a failure of the Customer to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees arising before the Relevant Transfer Date;
- 2.1.6 any claim made by or in respect of any person employed or formerly employed by the Customer other than a Transferring Customer Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of the Employment Regulations and/or the Acquired Rights Directive; and
- 2.1.7 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Customer in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor (whether or not a Notified Sub-Contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Customer Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier or any Sub-Contractor to comply with its obligations under the Employment Regulations.
- 2.3 If any person who is not identified by the Customer as a Transferring Customer Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Customer Employee, that his/her contract of employment has been transferred from the Customer to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:

- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer; and
- 2.3.2 the Customer may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of receipt of the notification by the Supplier and/or any Notified Sub-Contractor, or take such other reasonable steps as the Customer considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
- 2.5.2 such offer has been made but not accepted; or
- 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in applicable Law, the Customer shall indemnify the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or procures that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
- (a) any claim for:
- (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
- (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer within 6 months of the Call Off Commencement Date.
- 2.8 If any such person as is referred to in Paragraph 2.3 is neither re-employed by the Customer nor dismissed by the Supplier and/or any Notified Sub-Contractor

within the time scales set out in Paragraph 2.5 such person shall be treated as having transferred to the Supplier and/or any Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under applicable Law.

### **3. SUPPLIER INDEMNITIES AND OBLIGATIONS**

3.1 Subject to Paragraph 3.2 the Supplier shall indemnify the Customer against any Employee Liabilities arising from or as a result of:

- 3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee whether occurring before, on or after the Relevant Transfer Date;
- 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Customer Employees; and/or
  - (b) any custom or practice in respect of any Transferring Customer Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
- 3.1.3 any claim by any trade union or other body or person representing any Transferring Customer Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- 3.1.4 any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Customer Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Customer Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- 3.1.5 any statement communicated to or action undertaken by the Supplier or any Sub-Contractor to, or in respect of, any Transferring Customer Employee before the Relevant Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Customer in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Customer Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and

- (b) in relation to any employee who is not a Transferring Customer Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Customer to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
  - 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Customer Employees in respect of the period from (and including) the Relevant Transfer Date;
  - 3.1.8 any claim made by or in respect of a Transferring Customer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Customer Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to their obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Customer's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
  - 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Customer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Customer's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of the Transferring Customer Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Customer and the Supplier.

#### **4. INFORMATION**

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer in writing such information as is necessary to enable the Customer to carry out its duties under regulation 13 of the Employment Regulations. The Customer shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

#### **5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Customer Employee as set down in:
- 5.2.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
  - 5.2.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
  - 5.2.3 HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
  - 5.2.4 the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

## **6. PENSIONS**

The Supplier shall, and/or shall procure that each of its Sub-Contractors shall, comply with the pensions provisions in the following Annex.

## ANNEX TO PART A: PENSIONS

### 1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Customer:
  - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
  - 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
  - 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
  - 1.2.4 agree that the Customer may terminate this Call Off Contract in the event that the Supplier breaches the Admission Agreement:
    - (a) and that breach is not capable of being remedied; or
    - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.
- 1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

### 2. FUTURE SERVICE BENEFITS

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.
- 2.3 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### **3. FUNDING**

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by, the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### **4. PROVISION OF INFORMATION**

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters referred to in this Annex and set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### **5. INDEMNITY**

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

### **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of Part 1 of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

### **7. SUBSEQUENT TRANSFERS**

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;
- 7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal; and
- 7.3 for the applicable period either:
  - 7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this subparagraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## **8. BULK TRANSFER**

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

- 8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;
- 8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
- 8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and
- 8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.

## **PART B**

### **TRANSFERRING FORMER SUPPLIER EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. RELEVANT TRANSFERS**

1.1 The Customer and the Supplier agree that:

1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and

1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or Notified Sub-Contractor and each such Transferring Former Supplier Employee.

1.2 Subject to Paragraph 6, the Customer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part in respect of the period up to (but not including) the Relevant Transfer Date) and the Supplier shall make, and the Customer shall procure that each Former Supplier makes, any necessary apportionments in respect of any periodic payments.

#### **2. FORMER SUPPLIER INDEMNITIES**

2.1 Subject to Paragraphs 2.2 and 6, the Customer shall procure that each Former Supplier shall indemnify the Supplier and any Notified Sub-Contractor against any Employee Liabilities arising from or as a result of:

2.1.1 any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;

2.1.2 the breach or non-observance by the Former Supplier arising before the Relevant Transfer Date of:

(a) any collective agreement applicable to the Transferring Former Supplier Employees; and/or

- (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Former Supplier is contractually bound to honour;
  - 2.1.3 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
    - (b) in relation to any employee who is not a Transferring Former Supplier Employee and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier and/or any Notified Sub-Contractor as appropriate, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations in respect of the period to (but excluding) the Relevant Transfer Date;
  - 2.1.4 a failure of the Former Supplier to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period to (but excluding) the Relevant Transfer Date;
  - 2.1.5 any claim made by or in respect of any person employed or formerly employed by the Former Supplier other than a Transferring Former Supplier Employee for whom it is alleged the Supplier and/or any Notified Sub-Contractor as appropriate may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.1.6 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Former Supplier in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Supplier or any Sub-Contractor to comply with regulation 13(4) of the Employment Regulations.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-Contractor whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities:
- 2.2.1 arising out of the resignation of any Transferring Former Supplier Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier or any Sub-Contractor to occur in the period from (and including) the Relevant Transfer Date; or
  - 2.2.2 arising from the failure by the Supplier and/or any Sub-Contractor to comply with its obligations under the Employment Regulations.

- 2.3 If any person who is not identified by the Customer as a Transferring Former Supplier Employee claims, or it is determined in relation to any person who is not identified by the Customer as a Transferring Former Supplier Employee, that his/her contract of employment has been transferred from a Former Supplier to the Supplier and/or any Notified Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
- 2.3.1 the Supplier shall, or shall procure that the Notified Sub-Contractor shall, within 5 Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, to the Former Supplier; and
  - 2.3.2 the Former Supplier may offer (or may procure that a third party may offer) employment to such person within 15 Working Days of the notification by the Supplier and/or the Notified Sub-Contractor or take such other reasonable steps as the Former Supplier considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 2.4 If an offer referred to in Paragraph 2.3.2 is accepted, or if the situation has otherwise been resolved by the Former Supplier and/or the Customer, the Supplier shall, or shall procure that the Notified Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 2.5 If by the end of the 15 Working Day period specified in Paragraph 2.3.2:
- 2.5.1 no such offer of employment has been made;
  - 2.5.2 such offer has been made but not accepted; or
  - 2.5.3 the situation has not otherwise been resolved,
- the Supplier and/or any Notified Sub-Contractor may within 5 Working Days give notice to terminate the employment or alleged employment of such person.
- 2.6 Subject to the Supplier and/or any Notified Sub-Contractor acting in accordance with the provisions of Paragraphs 2.3 to 2.5 and in accordance with all applicable proper employment procedures set out in Law, the Customer shall procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor (as appropriate) against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.5 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.7 The indemnity in Paragraph 2.6:
- 2.7.1 shall not apply to:
    - (a) any claim for:
      - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
      - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,
- in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or

- (b) any claim that the termination of employment was unfair because the Supplier and/or Notified Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.7.2 shall apply only where the notification referred to in Paragraph 2.3.1 is made by the Supplier and/or any Notified Sub-Contractor (as appropriate) to the Customer and, if applicable, the Former Supplier, within 6 months of the Call Off Commencement Date.
- 2.8 If any such person as is described in Paragraph 2.3 is neither re-employed by the Former Supplier nor dismissed by the Supplier and/or any Notified Sub-Contractor within the time scales set out in Paragraph 2.5, such person shall be treated as having transferred to the Supplier or Notified Sub-Contractor and the Supplier shall, or shall procure that the Notified Sub-Contractor shall, comply with such obligations as may be imposed upon it under the Law.

### **3. SUPPLIER INDEMNITIES AND OBLIGATIONS**

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Customer and/or the Former Supplier against any Employee Liabilities arising from or as a result of:
  - 3.1.1 any act or omission by the Supplier or any Sub-Contractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date;
  - 3.1.2 the breach or non-observance by the Supplier or any Sub-Contractor on or after the Relevant Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Former Supplier Employee; and/or
    - (b) any custom or practice in respect of any Transferring Former Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
  - 3.1.3 any claim by any trade union or other body or person representing any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
  - 3.1.4 any proposal by the Supplier or a Sub-Contractor prior to the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or a Sub-Contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
  - 3.1.5 any statement communicated to or action undertaken by the Supplier or a Sub-Contractor to, or in respect of, any Transferring Former Supplier Employee before the Relevant Transfer Date regarding the

- Relevant Transfer which has not been agreed in advance with the Customer and/or the Former Supplier in writing;
- 3.1.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
- (a) in relation to any Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Former Supplier to the Supplier or a Sub-Contractor, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- 3.1.7 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date;
- 3.1.8 any claim made by or in respect of a Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the Former Supplier's failure to comply with its obligations under regulation 13 of the Employment Regulations; and
- 3.1.9 a failure by the Supplier or any Sub-Contractor to comply with its obligations under Paragraph 2.8 above.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations (including without limitation its obligation to inform and consult in accordance with regulation 13 of the Employment Regulations) and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and any other sums due under the Admission Agreement which in any case are attributable in whole or in part to the period from (and including) the Relevant Transfer Date) and any necessary apportionments in

respect of any periodic payments shall be made between the Supplier and the Former Supplier.

#### **4. INFORMATION**

The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and/or at the Customer's direction, the Former Supplier, in writing such information as is necessary to enable the Customer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. Subject to Paragraph 6, the Customer shall procure that the Former Supplier shall promptly provide to the Supplier and each Notified Sub-Contractor in writing such information as is necessary to enable the Supplier and each Notified Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

#### **5. PRINCIPLES OF GOOD EMPLOYMENT PRACTICE**

5.1 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with any requirement notified to it by the Customer relating to pensions in respect of any Transferring Former Supplier Employee as set down in:

- 5.1.1 the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007;
- 5.1.2 HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999;
- 5.1.3 HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or
- 5.1.4 the New Fair Deal.

5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Variation Procedure.

#### **6. PROCUREMENT OBLIGATIONS**

Notwithstanding any other provisions of this Part B, where in this Part B the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

#### **7. PENSIONS**

The Supplier shall, and shall procure that each Sub-Contractor shall, comply with the pensions provisions in the following Annex.

## ANNEX TO PART B: PENSIONS

### 1. PARTICIPATION

- 1.1 The Supplier undertakes to enter into the Admission Agreement.
- 1.2 The Supplier and the Customer:
  - 1.2.1 undertake to do all such things and execute any documents (including the Admission Agreement) as may be required to enable the Supplier to participate in the Schemes in respect of the Fair Deal Employees;
  - 1.2.2 agree that the arrangements under paragraph 1.1 of this Annex include the body responsible for the Schemes notifying the Customer if the Supplier breaches any obligations it has under the Admission Agreement;
  - 1.2.3 agree, notwithstanding Paragraph 1.2.2 of this Annex, the Supplier shall notify the Customer in the event that it breaches any obligations it has under the Admission Agreement and when it intends to remedy such breaches; and
  - 1.2.4 agree that the Customer may terminate this Call Off Contract for material default in the event that the Supplier breaches the Admission Agreement:
    - (a) and that breach is not capable of being remedied; or
    - (b) where such breach is capable of being remedied, the Supplier fails to remedy such breach within a reasonable time and in any event within 28 days of a notice from the Customer giving particulars of the breach and requiring the Supplier to remedy it.
- 1.3 The Supplier shall bear its own costs and all costs that the Customer reasonably incurs in connection with the negotiation, preparation and execution of documents to facilitate the Supplier participating in the Schemes including without limitation current civil service pensions administrator on-boarding costs.

### 2. FUTURE SERVICE BENEFITS

- 2.1 If the Supplier is rejoining the Schemes for the first time, the Supplier shall procure that the Fair Deal Employees shall be either admitted to or offered continued membership of the relevant section of the Schemes that they became eligible to join on the Relevant Transfer Date and shall continue to accrue or accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.2 If staff have already been readmitted to the Schemes, the Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the Schemes that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the Schemes for service from (and including) the Relevant Transfer Date.
- 2.3 The Supplier undertakes that should it cease to participate in the Schemes for whatever reason at a time when it has Eligible Employees, that it will, at no extra cost to the Customer, provide to any Fair Deal Employee who immediately prior to such cessation remained an Eligible Employee with access to an occupational

pension scheme certified by the Government Actuary's Department or any actuary nominated by the Customer in accordance with relevant guidance produced by the Government Actuary's Department as providing benefits which are broadly comparable to those provided by the Schemes on the date the Eligible Employees ceased to participate in the Schemes.

- 2.4 The Parties acknowledge that the Civil Service Compensation Scheme and the Civil Service Injury Benefit Scheme (established pursuant to section 1 of the Superannuation Act 1972) are not covered by the protection of New Fair Deal.

### **3. FUNDING**

- 3.1 The Supplier undertakes to pay to the Schemes all such amounts as are due under the Admission Agreement and shall deduct and pay to the Schemes such employee contributions as are required by the Schemes.
- 3.2 The Supplier shall indemnify and keep indemnified the Customer on demand against any claim by, payment to, or loss incurred by the Schemes in respect of the failure to account to the Schemes for payments received and the non-payment or the late payment of any sum payable by the Supplier to or in respect of the Schemes.

### **4. PROVISION OF INFORMATION**

The Supplier and the Customer respectively undertake to each other:

- 4.1 to provide all information which the other Party may reasonably request concerning matters (i) referred to in this Annex and (ii) set out in the Admission Agreement, and to supply the information as expeditiously as possible; and
- 4.2 not to issue any announcements to the Fair Deal Employees prior to the Relevant Transfer Date concerning the matters stated in this Annex without the consent in writing of the other Party (not to be unreasonably withheld or delayed).

### **5. INDEMNITY**

The Supplier undertakes to the Customer to indemnify and keep indemnified the Customer on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards the Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which relate to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Schemes.

### **6. EMPLOYER OBLIGATION**

The Supplier shall comply with the requirements of the Pensions Act 2008, section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 for all transferring staff.

### **7. SUBSEQUENT TRANSFERS**

The Supplier shall:

- 7.1 not adversely affect pension rights accrued by any Fair Deal Employee in the period ending on the Service Transfer Date;

7.2 provide all such co-operation and assistance as the Schemes and the Replacement Supplier and/or the Customer may reasonably require to enable the Replacement Supplier to participate in the Schemes in respect of any Eligible Employee and to give effect to any transfer of accrued rights required as part of participation under the New Fair Deal; and

7.3 for the applicable period either

7.3.1 after notice (for whatever reason) is given, in accordance with the other provisions of this Call Off Contract, to terminate the Agreement or any part of the Services; or

7.3.2 after the date which is two (2) years prior to the date of expiry of this Call Off Contract,

ensure that no change is made to pension, retirement and death benefits provided for or in respect of any person who will transfer to the Replacement Supplier or the Customer, no category of earnings which were not previously pensionable are made pensionable and the contributions (if any) payable by such employees are not reduced without (in any case) the prior approval of the Customer (such approval not to be unreasonably withheld). Save that this subparagraph shall not apply to any change made as a consequence of participation in an Admission Agreement.

## **8. BULK TRANSFER**

8.1 Where the Supplier has set up a broadly comparable pension scheme in accordance with the provisions of paragraph 2.2 above of this Annex, the Supplier agrees to:

8.1.1 fully fund any such broadly comparable pension scheme in accordance with the funding requirements set by that broadly comparable pension scheme's actuary or by the Government Actuary's Department;

8.1.2 instruct any such broadly comparable pension scheme's actuary to, and to provide all such co-operation and assistance in respect of any such broadly comparable pension scheme as the Replacement Supplier and/or the Customer may reasonably require, to enable the Replacement Supplier to participate in the Schemes in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

8.1.3 allow, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such broadly comparable pension scheme into the Schemes on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal, for the avoidance of doubt should the amount offered by the broadly comparable pension scheme be less than the amount required by the Schemes to fund day for day service ("the Shortfall"), the Supplier agrees to pay the Shortfall to the Schemes; and

8.1.4 indemnify the Customer on demand for any failure to pay the Shortfall as required under Paragraph 8.1.3 above.



## **PART C**

### **NO TRANSFER OF EMPLOYEES AT COMMENCEMENT OF SERVICES**

#### **1. PROCEDURE IN THE EVENT OF TRANSFER**

- 1.1 The Customer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Customer and/or any Former Supplier.
- 1.2 If any employee of the Customer and/or a Former Supplier claims, or it is determined in relation to any employee of the Customer and/or a Former Supplier, that his/her contract of employment has been transferred from the Customer and/or the Former Supplier to the Supplier and/or any Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive then:
  - 1.2.1 the Supplier shall, and shall procure that the relevant Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Customer and, where required by the Customer, give notice to the Former Supplier; and
  - 1.2.2 the Customer and/or the Former Supplier may offer (or may procure that a third party may offer) employment to such person within fifteen (15) Working Days of the notification by the Supplier or the Sub-Contractor (as appropriate) or take such other reasonable steps as the Customer or Former Supplier (as the case may be) considers appropriate to deal with the matter provided always that such steps are in compliance with applicable Law.
- 1.3 If an offer referred to in Paragraph 1.2.2 is accepted (or if the situation has otherwise been resolved by the Customer and/or the Former Supplier), the Supplier shall, or shall procure that the Sub-Contractor shall, immediately release the person from his/her employment or alleged employment.
- 1.4 If by the end of the fifteen (15) Working Day period specified in Paragraph 1.2.2:
  - 1.4.1 no such offer of employment has been made;
  - 1.4.2 such offer has been made but not accepted; or
  - 1.4.3 the situation has not otherwise been resolved,the Supplier and/or the Sub-Contractor may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.

#### **2. INDEMNITIES**

- 2.1 Subject to the Supplier and/or the relevant Sub-Contractor acting in accordance with the provisions of Paragraphs 1.2 to 1.4 and in accordance with all applicable employment procedures set out in applicable Law and subject also to Paragraph 2.4, the Customer shall:
  - 2.1.1 indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any employees of the Customer referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the Notified Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities; and

- 2.1.2 subject to paragraph 3, procure that the Former Supplier indemnifies the Supplier and/or any Notified Sub-Contractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2 made pursuant to the provisions of Paragraph 1.4 provided that the Supplier takes, or shall procure that the relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.2 If any such person as is described in Paragraph 1.2 is neither re-employed by the Customer and/or the Former Supplier as appropriate nor dismissed by the Supplier and/or any Sub-Contractor within the fifteen (15) Working Day period referred to in Paragraph 1.4 such person shall be treated as having transferred to the Supplier and/or the Sub-Contractor (as appropriate) and the Supplier shall, or shall procure that the Sub-Contractor shall, comply with such obligations as may be imposed upon it under Law.
- 2.3 Where any person remains employed by the Supplier and/or any Sub-Contractor pursuant to Paragraph 2.2, all Employee Liabilities in relation to such employee shall remain with the Supplier and/or the Sub-Contractor and the Supplier shall indemnify the Customer and any Former Supplier, and shall procure that the Sub-Contractor shall indemnify the Customer and any Former Supplier, against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Sub-Contractor.
- 2.4 The indemnities in Paragraph 2.1:
- 2.4.1 shall not apply to:
- (a) any claim for:
    - (i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or
    - (ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, in any case in relation to any alleged act or omission of the Supplier and/or any Sub-Contractor; or
  - (b) any claim that the termination of employment was unfair because the Supplier and/or any Sub-Contractor neglected to follow a fair dismissal procedure; and
- 2.4.2 shall apply only where the notification referred to in Paragraph 1.2.1 is made by the Supplier and/or any Sub-Contractor to the Customer and, if applicable, Former Supplier within 6 months of the Call Off Commencement Date.

### **3. PROCUREMENT OBLIGATIONS**

Where in this Part C the Customer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Customer's contract with the Former Supplier contains a contractual right in that regard which the Customer may enforce, or otherwise so that it requires only that the Customer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

## **PART D**

### **EMPLOYMENT EXIT PROVISIONS**

#### **1. PRE-SERVICE TRANSFER OBLIGATIONS**

- 1.1 The Supplier agrees that within twenty (20) Working Days of the earliest of:
- 1.1.1 receipt of a notification from the Customer of a Service Transfer or intended Service Transfer;
  - 1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Call Off Contract;
  - 1.1.3 the date which is twelve (12) months before the end of the Term; and
  - 1.1.4 receipt of a written request of the Customer at any time (provided that the Customer shall only be entitled to make one such request in any six (6) month period),
- it shall provide in a suitably anonymised format so as to comply with the DPA, the Supplier's Provisional Supplier Personnel List, together with the Staffing Information in relation to the Supplier's Provisional Supplier Personnel List and it shall provide an updated Supplier's Provisional Supplier Personnel List at such intervals as are reasonably requested by the Customer.
- 1.2 At least thirty (30) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Customer or at the direction of the Customer to any Replacement Supplier and/or any Replacement Sub-Contractor:
- 1.2.1 the Supplier's Final Supplier Personnel List, which shall identify which of the Supplier Personnel are Transferring Supplier Employees; and
  - 1.2.2 the Staffing Information in relation to the Supplier's Final Supplier Personnel List (insofar as such information has not previously been provided).
- 1.3 The Customer shall be permitted to use and disclose information provided by the Supplier under Paragraphs 1.1 and 1.2 for the purpose of informing any prospective Replacement Supplier and/or Replacement Sub-Contractor.
- 1.4 The Supplier warrants, for the benefit of the Customer, any Replacement Supplier, and any Replacement Sub-Contractor that all information provided pursuant to Paragraphs 1.1 and 1.2 shall be true and accurate in all material respects at the time of providing the information.
- 1.5 From the date of the earliest event referred to in Paragraph 1.1, the Supplier agrees, that it shall not, and agrees to procure that each Sub-Contractor shall not, assign any person to the provision of the Services who is not listed on the Supplier's Provisional Supplier Personnel List and shall not without the approval of the Customer (not to be unreasonably withheld or delayed):
- 1.5.1 replace or re-deploy any Supplier Personnel listed on the Supplier Provisional Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
  - 1.5.2 make, promise, propose, permit or implement any material changes to the terms and conditions of employment of the Supplier Personnel

(including any payments connected with the termination of employment);

- 1.5.3 increase the proportion of working time spent on the Services (or the relevant part of the Services) by any of the Supplier Personnel save for fulfilling assignments and projects previously scheduled and agreed;
- 1.5.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier's Provisional Supplier Personnel List;
- 1.5.5 increase or reduce the total number of employees so engaged, or deploy any other person to perform the Services (or the relevant part of the Services); or
- 1.5.6 terminate or give notice to terminate the employment or contracts of any persons on the Supplier's Provisional Supplier Personnel List save by due disciplinary process,

and shall promptly notify, and procure that each Sub-Contractor shall promptly notify, the Customer or, at the direction of the Customer, any Replacement Supplier and any Replacement Sub-Contractor of any notice to terminate employment given by the Supplier or relevant Sub-Contractor or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect.

- 1.6 During the Term, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer any information the Customer may reasonably require relating to the manner in which Services are organised, which shall include:
  - 1.6.1 the numbers of employees engaged in providing the Services;
  - 1.6.2 the percentage of time spent by each employee engaged in providing the Services;
  - 1.6.3 the extent to which each employee qualifies for membership of any of the Schemes or any broadly comparable scheme set up pursuant to the provisions of paragraph 2.2 of the Annex (Pensions) to Part A of this Call Off Schedule 10 or paragraph 2.3 of the Annex (Pensions) to Part B of this Call Off Schedule 10 (as appropriate); and
  - 1.6.4 a description of the nature of the work undertaken by each employee by location.
- 1.7 The Supplier shall provide, and shall procure that each Sub-Contractor shall provide, all reasonable cooperation and assistance to the Customer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the generality of the foregoing, within five (5) Working Days following the Service Transfer Date, the Supplier shall provide, and shall procure that each Sub-Contractor shall provide, to the Customer or, at the direction of the Customer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:
  - 1.7.1 the most recent month's copy pay slip data;

- 1.7.2 details of cumulative pay for tax and pension purposes;
- 1.7.3 details of cumulative tax paid;
- 1.7.4 tax code;
- 1.7.5 details of any voluntary deductions from pay; and
- 1.7.6 bank/building society account details for payroll purposes.

## **2. EMPLOYMENT REGULATIONS EXIT PROVISIONS**

- 2.1 The Customer and the Supplier acknowledge that subsequent to the commencement of the provision of the Services, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination or Partial Termination of this Call Off Contract or otherwise) resulting in the Services being undertaken by a Replacement Supplier and/or a Replacement Sub-Contractor. Such change in the identity of the Supplier of such Services may constitute a Relevant Transfer to which the Employment Regulations and/or the Acquired Rights Directive will apply. The Customer and the Supplier further agree that, as a result of the operation of the Employment Regulations, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disapplied through operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or a Replacement Sub-Contractor (as the case may be) and each such Transferring Supplier Employee.
- 2.2 The Supplier shall, and shall procure that each Sub-Contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but not including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Schemes which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-Contractor (as appropriate); and (ii) the Replacement Supplier and/or Replacement Sub-Contractor.
- 2.3 Subject to Paragraph 2.4, where a Relevant Transfer occurs the Supplier shall indemnify the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor against any Employee Liabilities arising from or as a result of:
- 2.3.1 any act or omission of the Supplier or any Sub-Contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee whether occurring before, on or after the Service Transfer Date;
  - 2.3.2 the breach or non-observance by the Supplier or any Sub-Contractor occurring on or before the Service Transfer Date of:
    - (a) any collective agreement applicable to the Transferring Supplier Employees; and/or

- (b) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-Contractor is contractually bound to honour;
  - 2.3.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
  - 2.3.4 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
    - (a) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on and before the Service Transfer Date; and
    - (b) in relation to any employee who is not identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer his/her employment from the Supplier to the Customer and/or Replacement Supplier and/or any Replacement Sub-Contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
  - 2.3.5 a failure of the Supplier or any Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date);
  - 2.3.6 any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-Contractor other than a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List for whom it is alleged the Customer and/or the Replacement Supplier and/or any Replacement Sub-Contractor may be liable by virtue of this Call Off Contract and/or the Employment Regulations and/or the Acquired Rights Directive; and
  - 2.3.7 any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-Contractor in relation to its obligations under regulation 13 of the Employment Regulations, except to the extent that the liability arises from the failure by the Customer and/or Replacement Supplier to comply with regulation 13(4) of the Employment Regulations.
- 2.4 The indemnities in Paragraph 2.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Replacement Supplier and/or any Replacement Sub-Contractor whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities:

- 2.4.1 arising out of the resignation of any Transferring Supplier Employee before the Service Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Replacement Supplier and/or any Replacement Sub-Contractor to occur in the period on or after the Service Transfer Date; or
  - 2.4.2 arising from the Replacement Supplier's failure, and/or Replacement Sub-Contractor's failure, to comply with its obligations under the Employment Regulations.
- 2.5 If any person who is not identified in the Supplier's Final Supplier Personnel List claims, or it is determined in relation to any person who is not identified in the Supplier's Final Supplier Personnel List that his/her contract of employment has been transferred from the Supplier or any Sub-Contractor to the Replacement Supplier and/or Replacement Sub-Contractor pursuant to the Employment Regulations or the Acquired Rights Directive, then:
- 2.5.1 the Customer shall procure that the Replacement Supplier shall, or any Replacement Sub-Contractor shall, within five (5) Working Days of becoming aware of that fact, give notice in writing to the Supplier; and
  - 2.5.2 the Supplier may offer (or may procure that a Sub-Contractor may offer) employment to such person within fifteen (15) Working Days of the notification by the Replacement Supplier and/or any and/or Replacement Sub-Contractor or take such other reasonable steps as it considers appropriate to deal with the matter provided always that such steps are in compliance with Law.
- 2.6 If such offer is accepted, or if the situation has otherwise been resolved by the Supplier or a Sub-Contractor, the Customer shall procure that the Replacement Supplier shall, or procure that the Replacement Sub-Contractor shall, immediately release or procure the release of the person from his/her employment or alleged employment.
- 2.7 If after the fifteen (15) Working Day period specified in Paragraph 2.5.2 has elapsed:
- 2.7.1 no such offer of employment has been made;
  - 2.7.2 such offer has been made but not accepted; or
  - 2.7.3 the situation has not otherwise been resolved
- the Replacement Supplier and/or Replacement Sub-Contractor, as appropriate may within five (5) Working Days give notice to terminate the employment or alleged employment of such person.
- 2.8 Subject to the Replacement Supplier and/or Replacement Sub-Contractor acting in accordance with the provisions of Paragraphs 2.5 to 2.7, and in accordance with all applicable proper employment procedures set out in applicable Law, the Supplier shall indemnify the Replacement Supplier and/or Replacement Sub-Contractor against all Employee Liabilities arising out of the termination of employment pursuant to the provisions of Paragraph 2.7 provided that the Replacement Supplier takes, or shall procure that the Replacement Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities.
- 2.9 The indemnity in Paragraph 2.8:
- 2.9.1 shall not apply to:
    - (a) any claim for:

(i) discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief; or

(ii) equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees,

in any case in relation to any alleged act or omission of the Replacement Supplier and/or Replacement Sub-Contractor; or

(b) any claim that the termination of employment was unfair because the Replacement Supplier and/or Replacement Sub-Contractor neglected to follow a fair dismissal procedure; and

2.9.2 shall apply only where the notification referred to in Paragraph 2.5.1 is made by the Replacement Supplier and/or Replacement Sub-Contractor to the Supplier within six (6) months of the Service Transfer Date.

2.10 If any such person as is described in Paragraph 2.5 is neither re-employed by the Supplier or any Sub-Contractor nor dismissed by the Replacement Supplier and/or Replacement Sub-Contractor within the time scales set out in Paragraphs 2.5 to 2.7, such person shall be treated as a Transferring Supplier Employee.

2.11 The Supplier shall comply, and shall procure that each Sub-Contractor shall comply, with all its obligations under the Employment Regulations and shall perform and discharge, and shall procure that each Sub-Contractor shall perform and discharge, all its obligations in respect of any person identified in the Supplier's Final Supplier Personnel List before and on the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions and such sums due as a result of any Fair Deal Employees' participation in the Schemes and any requirement to set up a broadly comparable pension scheme which in any case are attributable in whole or in part in respect of the period up to (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between:

2.11.1 the Supplier and/or any Sub-Contractor; and

2.11.2 the Replacement Supplier and/or the Replacement Sub-Contractor.

2.12 The Supplier shall, and shall procure that each Sub-Contractor shall, promptly provide to the Customer and any Replacement Supplier and/or Replacement Sub-Contractor, in writing such information as is necessary to enable the Customer, the Replacement Supplier and/or Replacement Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Customer shall procure that the Replacement Supplier and/or Replacement Sub-Contractor, shall promptly provide to the Supplier and each Sub-Contractor in writing such information as is necessary to enable the Supplier and each Sub-Contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

2.13 Subject to Paragraph 2.14, where a Relevant Transfer occurs the Customer shall procure that the Replacement Supplier indemnifies the Supplier on its own behalf and on behalf of any Replacement Sub-Contractor and its sub-contractors against any Employee Liabilities arising from or as a result of:

- 2.13.1 any act or omission of the Replacement Supplier and/or Replacement Sub-Contractor in respect of any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee;
- 2.13.2 the breach or non-observance by the Replacement Supplier and/or Replacement Sub-Contractor on or after the Service Transfer Date of:
  - (a) any collective agreement applicable to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List; and/or
  - (b) any custom or practice in respect of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List which the Replacement Supplier and/or Replacement Sub-Contractor is contractually bound to honour;
- 2.13.3 any claim by any trade union or other body or person representing any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List arising from or connected with any failure by the Replacement Supplier and/or Replacement Sub-Contractor to comply with any legal obligation to such trade union, body or person arising on or after the Service Transfer Date;
- 2.13.4 any proposal by the Replacement Supplier and/or Replacement Sub-Contractor to change the terms and conditions of employment or working conditions of any Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List on or after their transfer to the Replacement Supplier or Replacement Sub-Contractor (as the case may be) on the Service Transfer Date, or to change the terms and conditions of employment or working conditions of any person identified in the Supplier's Final Supplier Personnel List who would have been a Transferring Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of the Employment Regulations) before the Service Transfer Date as a result of or for a reason connected to such proposed changes;
- 2.13.5 any statement communicated to or action undertaken by the Replacement Supplier or Replacement Sub-Contractor to, or in respect of, any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List on or before the Service Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Supplier in writing;
- 2.13.6 any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
  - (a) in relation to any Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date; and
  - (b) in relation to any employee who is not a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List, and in respect of whom it is later alleged or determined that the Employment Regulations applied so as to transfer

his/her employment from the Supplier or Sub-Contractor, to the Replacement Supplier or Replacement Sub-Contractor to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising after the Service Transfer Date;

2.13.7 a failure of the Replacement Supplier or Replacement Sub-Contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees identified in the Supplier's Final Supplier Personnel List in respect of the period from (and including) the Service Transfer Date; and

2.13.8 any claim made by or in respect of a Transferring Supplier Employee identified in the Supplier's Final Supplier Personnel List or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee relating to any act or omission of the Replacement Supplier or Replacement Sub-Contractor in relation to obligations under regulation 13 of the Employment Regulations.

2.14 The indemnities in Paragraph 2.13 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier and/or any Sub-Contractor (as applicable) whether occurring or having its origin before, on or after the Service Transfer Date, including any Employee Liabilities arising from the failure by the Supplier and/or any Sub-Contractor (as applicable) to comply with its obligations under the Employment Regulations.

**ANNEX TO SCHEDULE 10: LIST OF NOTIFIED SUB-CONTRACTORS**

## CALL OFF SCHEDULE 11: DISPUTE RESOLUTION PROCEDURE

### 1. DEFINITIONS

1.1 In this Call Off Schedule 11, the following definitions shall apply:

<b>"CEDR"</b>	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
<b>"Counter Notice"</b>	has the meaning given to it in paragraph 6.2 of this Call Off Schedule 11;
<b>"Exception"</b>	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods and/or Services;
<b>"Expert"</b>	the person appointed by the Parties in accordance with paragraph 5.2 of this Call Off Schedule 11;
<b>"Extraordinary Meeting"</b>	a meeting, attended in person or over a conference call, held by the Parties in an attempt to resolve the Dispute in good faith in accordance with paragraphs 2.5 and 2.6 of this Call Off Schedule 11;
<b>"Mediator"</b>	the independent third party appointed in accordance with paragraph 4.2 of this Call Off Schedule 11; and
<b>"Senior Officers"</b>	are senior officials of the Customer and Supplier that have been instructed by the Customer Representative and Supplier Representative respectively to resolve the Dispute by commercial negotiation.

### 2. INTRODUCTION

2.1 The Parties shall seek to resolve a Dispute:

- 2.1.1 first in good faith (as prescribed in paragraphs 2.4 to 2.8 of this Call Off Schedule 11);
- 2.1.2 where the Dispute has not been resolved by good faith, the Parties shall attempt to resolve the Dispute by commercial negotiation (as prescribed in paragraph 3 of this Call Off Schedule 11);
- 2.1.3 where the Dispute has not been resolved in good faith and commercial negotiation has been unsuccessful in resolving the Dispute, then either Party may serve a Dispute Notice and shall attempt to resolve the Dispute through mediation (as prescribed in paragraph 4 of this Call Off Schedule 11); and
- 2.1.4 if mediation is not agreed by the Parties, the Parties may proceed to arbitration (as prescribed in paragraph 6 of this Call Off Schedule 11) or litigation (in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction)).

- 2.2 Specific issues may be referred to Expert Determination (as prescribed in paragraph 5 of this Call Off Schedule 11) where specified under the provisions of this Call Off Contract and may also be referred to Expert Determination where otherwise appropriate as specified in paragraph 5 of this Call Off Schedule 11.
- 2.3 Save in relation to paragraph 4.5, the Parties shall bear their own legal costs in resolving Disputes under this Call Off Schedule 11.

Good faith discussions

- 2.4 Pursuant to paragraph 2.1.1 of this Call Off Schedule 11, if any Dispute arises the Customer Representative and the Supplier Representative shall attempt first to resolve the Dispute in good faith, which may include (without limitation) either Party holding an Extraordinary Meeting.
- 2.5 Either Party may hold an Extraordinary Meeting by serving written notice. The written notice must give the receiving party at least five (5) Working Days notice of when the Extraordinary Meeting is to take place.
- 2.6 The Customer Representative and Supplier Representative shall attend the Extraordinary Meeting. The key personnel of the Parties may also attend the Extraordinary Meeting.
- 2.7 The representatives of the Parties attending the Extraordinary Meeting shall use their best endeavours to resolve the Dispute.
- 2.8 If the Dispute is not resolved at the Extraordinary Meeting then the Parties may attempt to hold additional Extraordinary Meetings in an attempt to resolve the Dispute. If the Extraordinary Meetings are unsuccessful in resolving the Dispute or the Dispute has not been resolved through good faith discussions thirty (30) Working Days from when they first started, the Parties shall attempt to resolve the Dispute by commercial negotiation.

**3. COMMERCIAL NEGOTIATIONS**

- 3.1 Where the Parties have been unable to resolve the Dispute in good faith under paragraphs 2.4 to 2.8 of this Call Off Schedule 11, pursuant to paragraph 2.1.2 the Customer and the Supplier shall use reasonable endeavours to resolve the Dispute by discussion between Senior Officers.
- 3.2 Senior Officers shall resolve the Dispute as soon as possible and in any event thirty (30) Working Days from the date Parties agree good faith discussions were deemed unsuccessful.
- 3.3 If Senior Officers:
- 3.3.1 are of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
  - 3.3.2 fail to resolve the Dispute in the timelines under paragraph 3.2 of this Call Off Schedule 11,
- commercial negotiations shall be deemed unsuccessful and either Party may serve a Dispute Notice in accordance with paragraphs 3.4 and 3.5 of this Call Off Schedule 11.

### Dispute Notice

- 3.4 The Dispute Notice shall set out:
- 3.4.1 the material particulars of the Dispute;
  - 3.4.2 the reasons why the Party serving the Dispute Notice believes that the Dispute has arisen; and
  - 3.4.3 if the Party serving the Dispute Notice believes that the Dispute should be dealt with under the Expedited Dispute Timetable as set out in paragraph 7 of this Call Off Schedule 11, the reason why.
- 3.5 Unless agreed otherwise in writing, the Parties shall continue to comply with their respective obligations under this Call Off Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

## **4. MEDIATION**

- 4.1 Pursuant to paragraph 2.1.3 of this Call Off Schedule 11, if a Dispute Notice is served, the Parties shall attempt to resolve the Dispute by way of mediation. The Parties may follow the CEDR's Model Mediation Procedure which is current at the time the Dispute Notice is served (or such other version as the Parties may agree) or a mediation procedure that is agreed between the Parties.
- 4.2 If the Parties are unable to agree on the joint appointment of a Mediator within thirty (30) Working Days from service of the Dispute Notice then either Party may apply to CEDR to nominate the Mediator.
- 4.3 If neither Party applies to CEDR to nominate the Mediator or an application to CEDR is unsuccessful under paragraph 4.2 of this Call Off Schedule 11, either Party may proceed to:
- 4.3.1 hold further discussions between Senior Officers; or
  - 4.3.2 an Expert determination, as prescribed in paragraph 5 of this Call Off Schedule 11; or
  - 4.3.3 arbitration, as prescribed in paragraph 6 of this Call Off Schedule 11; or
  - 4.3.4 litigation in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction).
- 4.4 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if the Parties so request and the Mediator agrees, the Mediator shall produce for the Parties a non-binding recommendation on terms of settlement. This shall not attempt to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.
- 4.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Variation Procedure where appropriate). The Mediator shall assist the Parties in recording the outcome of the mediation.
- 4.6 The costs of any mediation procedure used to resolve the Dispute under this paragraph 4 of this Call Off Schedule 11 shall be shared equally between the Parties.

## 5. EXPERT DETERMINATION

- 5.1 If a Dispute relates to any aspect of the technology underlying the provision of the Goods and/or Services or otherwise relates to a technical matter of an accounting or financing nature (as the Parties may agree), either Party may request (such request shall not be unreasonably withheld or delayed by the Parties) by written notice to the other that the Dispute is referred to an Expert for determination.
- 5.2 The Expert shall be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed on the instructions of the relevant professional body.
- 5.3 The Expert shall act on the following basis:
- 5.3.1 he/she shall act as an expert and not as an arbitrator and shall act fairly and impartially;
  - 5.3.2 the Expert's determination shall (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
  - 5.3.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties shall assist and provide the documentation that the Expert requires for the purpose of the determination;
  - 5.3.4 any amount payable by one Party to another as a result of the Expert's determination shall be due and payable within twenty (20) Working Days of the Expert's determination being notified to the Parties;
  - 5.3.5 the process shall be conducted in private and shall be confidential; and
  - 5.3.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

## 6. ARBITRATION

- 6.1 Either of the Parties may, at any time before court proceedings are commenced and after the Parties have attempted to resolve the Dispute in good faith, by commercial negotiation, mediation and Expert determination (if applicable), refer the Dispute to arbitration in accordance with the provisions of paragraph 6.4 of this Call Off Schedule 11.
- 6.2 Before the Supplier commences court proceedings or arbitration, it shall serve written notice on the Customer of its intentions and the Customer shall have fifteen (15) Working Days following receipt of such notice to serve a reply (a "**Counter Notice**") on the Supplier requiring the Dispute to be referred to and resolved by arbitration in accordance with paragraph 6.4 of this Call Off Schedule 11 or be subject to the jurisdiction of the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction). The Supplier shall not commence any court proceedings or arbitration until the expiry of such fifteen (15) Working Day period.
- 6.3 If:

- 6.3.1 the Counter Notice requires the Dispute to be referred to arbitration, the provisions of paragraph 6.4 of this Call Off Schedule 11 shall apply;
  - 6.3.2 the Counter Notice requires the Dispute to be subject to the exclusive jurisdiction of the courts in accordance with Clause 61 of this Call Off Contract (Governing Law and Jurisdiction), the Dispute shall be so referred to the courts and the Supplier shall not commence arbitration proceedings;
  - 6.3.3 the Customer does not serve a Counter Notice within the fifteen (15) Working Days period referred to in paragraph 6.2 of this Call Off Schedule 11, the Supplier may either commence arbitration proceedings in accordance with paragraph 6.4 of this Call Off Schedule 11 or commence court proceedings in the courts in accordance with Clause 57 of this Call Off Contract (Governing Law and Jurisdiction) which shall (in those circumstances) have exclusive jurisdiction.
- 6.4 In the event that any arbitration proceedings are commenced pursuant to paragraphs 6.1 to 6.3 of this Call Off Schedule 11, the Parties hereby confirm that:
- 6.4.1 all disputes, issues or claims arising out of or in connection with this Call Off Contract (including as to its existence, validity or performance) shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration (“**LCIA**”) (subject to paragraphs and 6.4.6 of this Call Off Schedule 11);
  - 6.4.2 the arbitration shall be administered by the LCIA;
  - 6.4.3 the LCIA procedural rules in force at the date that the Dispute was referred to arbitration shall be applied and are deemed to be incorporated by reference into this Call Off Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
  - 6.4.4 if the Parties fail to agree the appointment of the arbitrator within ten (10) days from the date on which arbitration proceedings are commenced or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
  - 6.4.5 the arbitration proceedings shall take place in London and in the English language; and
  - 6.4.6 the seat of the arbitration shall be London.

## **7. EXPEDITED DISPUTE TIMETABLE**

- 7.1 In exceptional circumstances where the use of the times in this Call Off Schedule 11 would be considered unreasonable by the Parties, including (by way of example) where one Party would be materially disadvantaged by a delay in resolving the Dispute, the Parties may agree to use the Expedited Dispute Timetable. If the Parties are unable to reach agreement on whether to use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Dispute Notice, the use of the Expedited Dispute Timetable shall be at the sole discretion of the Customer.
- 7.2 If the use of the Expedited Dispute Timetable is determined in accordance with paragraph 7.1 of this Call Off Schedule 11 or is otherwise specified under the

provisions of this Call Off Contract, then the following periods of time shall apply in lieu of the time periods specified in the applicable paragraphs of this Call Off Schedule 11:

- 7.2.1 in paragraph 2.8, fourteen (14) Working Days;
  - 7.2.2 in paragraph 3.2, ten (10) Working Days;
  - 7.2.3 in paragraph 4.2, ten (10) Working Days;
  - 7.2.4 in paragraph 5.2, five (5) Working Days; and
  - 7.2.5 in paragraph 6.2, ten (10) Working Days.
- 7.3 If at any point it becomes clear that an applicable deadline under paragraph 7.2 of this Call Off Schedule 11 cannot be met or has passed, the Parties may (but shall be under no obligation to) agree in writing to extend the relevant deadline.
- 7.4 If, pursuant to paragraph 7.2 of this Call Off Schedule 11, the Parties fail to agree within two (2) Working Days after the relevant deadline has passed, the Customer may set a revised deadline provided that it is no less than five (5) Working Days before the end of the period of time specified in the applicable paragraphs under paragraph 7.2 (or no less than two (2) Working Days in the case of Paragraph 5.2 of this Call Off Schedule 11).
- 7.5 Any agreed extension under paragraph 7.2 of this Call Off Schedule 11 shall have the effect of delaying the start of the subsequent stages by the period agreed in the extension. If the Customer fails to set such a revised deadline then the use of the Expedited Dispute Timetable shall cease and the normal time periods shall apply from that point onwards.

## **8. URGENT RELIEF**

- 8.1 Either Party may at any time take proceedings or seek remedies before any court or tribunal of competent jurisdiction:
- 8.1.1 for interim or interlocutory remedies in relation to this Call Off Contract or infringement by the other Party of that Party's Intellectual Property Rights; or
  - 8.1.2 where compliance with paragraph [2.1] of this Call Off Schedule 11 and/or referring the Dispute to mediation may leave insufficient time for that Party to commence proceedings before the expiry of the limitation period; or
  - 8.1.3 if the Parties fail to resolve the Dispute following good faith discussions and commercial negotiations and mediation (where applicable) is unsuccessful within 60 working days or such period as may be agreed by the Parties then any Dispute between the Parties may be referred to the Courts.

**CALL OFF SCHEDULE 12: VARIATION FORM**

No of Call Off Order Form being varied:

Variation Form No:

**BETWEEN:**

[insert name of Customer] ("**the Customer**")

and

[insert name of Supplier] ("**the Supplier**")

1. This Call Off Contract is varied as follows:

***[Refer to Clause 22.1 and insert details of the Variation]***

- 2.

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

4. This 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 Customer

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

### **CALL OFF SCHEDULE 13: TRANSPARENCY REPORTS**

- 1.1 Within three (3) months from the Call Off Commencement Date or the date so specified by the Customer in the Call Off Order Form the Supplier shall provide to the Customer for Approval (the Customer's decision to approve or not shall not be unreasonably withheld or delayed) draft Transparency Reports consistent with the content and format requirements in Annex 1 below.
- 1.2 If the Customer rejects any proposed Transparency Report, the Supplier shall submit a revised version of the relevant report for further Approval by the Customer 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 Customer. If the Parties fail to agree on a draft Transparency Report the Customer shall determine what should be included.
- 1.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Customer at the frequency referred to in Annex 1 of this Call Off Schedule 13 below.
- 1.4 Any disagreement in connection with the preparation and/or approval of Transparency Reports, other than under paragraph 1.2 above in relation to the contents of a Transparency Report, shall be treated as a Dispute.
- 1.5 The requirements in this Call Off Schedule 13 are in addition to any other reporting requirements in this Call Off Contract.

**ANNEX 1: LIST OF TRANSPARENCY REPORTS**

<b>TITLE</b>	<b>CONTENT</b>	<b>FORMAT</b>	<b>FREQUENCY</b>
Performance	<p>For each Service Level, the actual performance achieved and month on month comparisons.</p> <p>A summary of all failures to achieve Service Levels during that period including reasons for Service Level failures.</p> <p>For any repeat failures, actions taken to resolve the underlying cause and prevent recurrence</p> <p>The Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate.</p> <p>Performance of the OH/EAP telephone lines and number of calls answered within 120 seconds and key themes emerging from calls broken down by Department.</p> <p>Any other details as required by the Customer from time to time.</p>	PDF	<p>Monthly reports for individual Departments</p> <p>Quarterly consortium reports</p>
Call Off Contract Charges	Services provided under the contract and the associated contract charges	PDF	<p>Monthly on invoices to individual Departments</p> <p>Quarterly consortium reports.</p>
Key Sub-Contractors	<p>1. Business name and registered company number</p> <p>2. SME status of sub-contractors</p>	By email	<p>1. Ad hoc at the point of any change of sub-contractor</p> <p>2. Annually</p>
Service usage	<p>Employee usage of the programme split into the various Occupational Health and Employee Assistance Programme Services, including details of Referral Disease codes.</p> <p>Data on Employee website visits.</p> <p>Any recognisable trends.</p> <p>Benchmarking against other sectors.</p> <p>Any other details as required by the Customer from time to time.</p>	PDF	<p>Quarterly consortium reports including a breakdown of usage by individual Departments.</p> <p>Annual consortium report including a breakdown of usage by individual Departments.</p>

**CALL OFF SCHEDULE 14: ALTERNATIVE AND/OR ADDITIONAL CLAUSES**

**NOT USED**

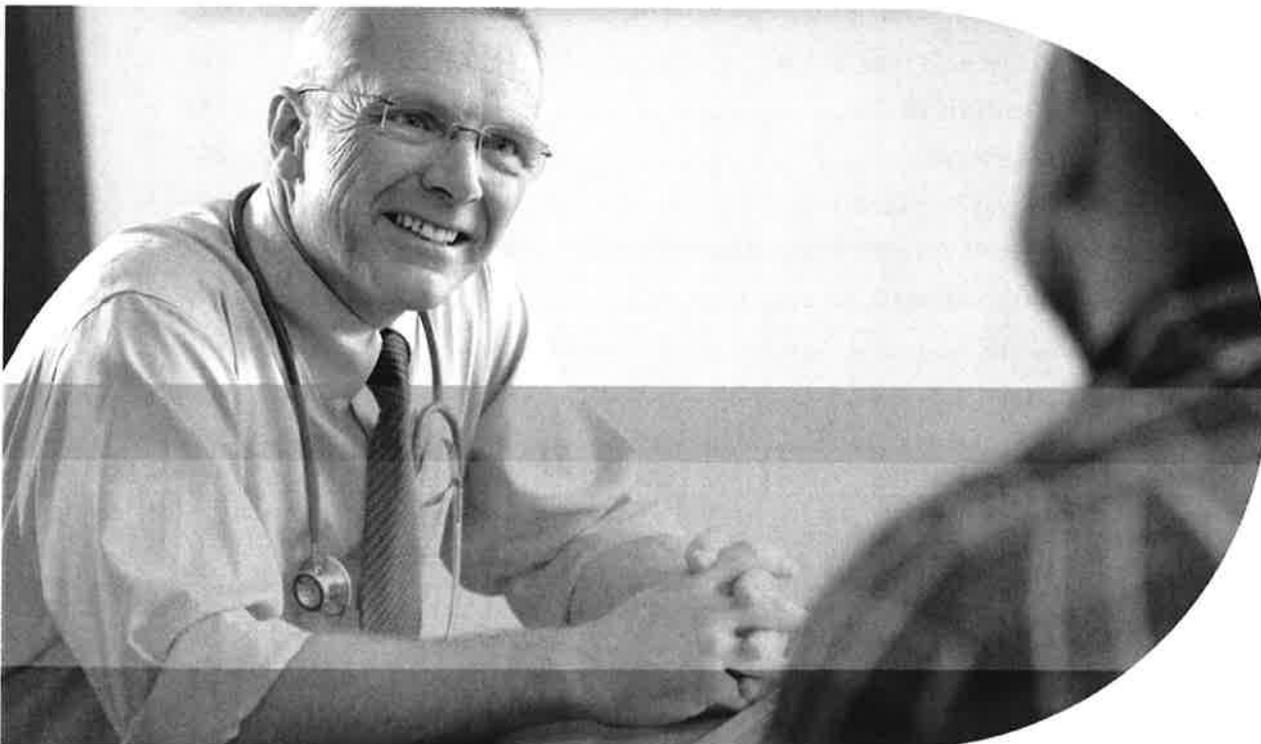
CALL OFF SCHEDULE 15: CALL OFF TENDER



Occupational Health Services  
Direct Award Lot One Crown Commercial  
Service. Full Service Occupational Health  
and EAP Service

Prepared for Department for International Trade (DIT)

17 October 2017





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## 2. Executive Summary

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Health Management (HML) is delighted to submit our response appertaining to the Direct Award Lot One CCS RM 3795 following our meeting with the Department for International Trade on Friday 13th October 2017

HML has been an established partner of the Crown Commercial Service since the original framework in 2012. We have provided our Occupational Health, Wellbeing and EAP services to a great number of government bodies including BEIS, under whose umbrella contract DIT are currently trading with HML.

HML are pleased to confirm that we can meet all of the requirements of the DIT specification for DIT and their partners DExEU & UKEF either directly through HML or via one of our CCS approved partners;

### 1.1.1 Implementation

Implementation for DIT will be a seamless experience. From an OH perspective we already have DIT medical records and department breakdown and your managers are already familiar with our on-line portal. As part of our transition we will however work with you to understand the new partner requirements and arrange transition of medical records from their incumbent supplier together with any appropriate management training in the use of our system. From an EAP perspective additional time will be required to set up websites and helplines and market the new services to your employees in the UK and Overseas.

Implementation will be conducted through your Account Manager Gavin Read who will be supported by a clinical team. It is assumed that DIT will appoint a contract Manager to work with us on a smooth implementation. A joint implementation plan with key milestones will be agreed between our 2 parties during the initial implementation meeting.

### 1.1.2 Key benefits of our service include:

- Access to an OH Physician support, Telephone Advice Line, Account Manager and a team of clinical administrators to ensure a joined-up, consistent service
- Provision of a service-enabling IT case / questionnaire submission and tracking platform
- HML Online Service focussed on improving the health and wellbeing of your employees to achieve (and exceed where possible) DIT target sickness absence rates.
- Access to a robust clinical triage service, ensuring the correct clinical pathway is identified at the outset, which will, in turn, reduce re-referrals and associated costs
- Increased access to OH Physicians via HML's national clinic network.
- Improved efficiency and speed of response through access to a robust OH Advisor and OH Physician telephone assessment service.
- Efficiency in the provision of New Starter assessments through Health Assessment Questionnaires, submitted via HML Online, to support your recruitment process.



### 1.1.3 Why HML?

HML is the largest group of Consultant OH Physician's, OH Advisor's and OH Technician's working together in the UK and is recognised as a leader in the development of Clinical Governance and Quality systems. We also have specific healthcare sector experience, in the provision of OH services, providing a focused and truly holistic service for our clients.

- **Exceptional track record with transitioning clients** – We have over 14 years' proven experience of successfully transitioning OH services for a wide range of government clients including BEIS, Home Office, and DVLA. This knowledge, combined with our operational, clinical and administrative experience, means we can provide extensive collegiate knowledge and OH expertise.
- **Our innovative approach** - Whilst we can offer services in line with your current requirements, we would recommend ongoing discussions to ensure that services and service provision remain innovative, cost-effective and in line with best-practice medical standards.
- **Partnership approach** – Experience shows that a collaborative, partnership approach works best in OH service delivery. It will enable us to work together on the development and delivery of strategies designed to improve the health and wellbeing of your employees now and in the future.
- **Innovative IT and reporting systems** - Our proposal is based on the use of our unique IT platform HML Online, which provides an easy-to-use service functionality enabling your HR / managers to more efficiently manage OH cases and maintain an up-to-date case files of correspondence. HML Online also provides live MI reporting so that DIT and HML can see at a glance how we are performing.
- **Appropriately targeted strategies** – We always start from the premise that “good work is good for people” and hence will focus on supporting the health and wellbeing of your workforce through a range of appropriately selected activities. Our holistic approach and clinical interventions enable a focus on providing high quality, unambiguous and robust advice upon which our clients can act. This will be supported by a comprehensive clinical governance structure ensuring quality is maintained, enabling optimal rehabilitation programmes to be implemented with clear return-to-work plans.
- **Management information** – Via our portal HML Online, we will provide you with meaningful and evidence-based advice that can link into and inform your health and wellbeing strategies. Using our extensive client base, we are also able to benchmark your data against similar sectors and review trends over time to ensure your outcomes are in line with other similar organisations.
- **Demonstrating value for money** - The key to a value-for-money service is to deliver consistently high quality, timely clinical services and advice to managers, employees and HR professionals. Our focus therefore will be to provide a positive journey for each individual through high quality, relevant clinical support, clear, pragmatic advice to HR / managers and the use of our online IT platform to speed service functionality.



### 3. Our Proposal

#### 3.1 UNDERSTANDING YOUR REQUIREMENTS

Absence Management	<ul style="list-style-type: none"><li>▪ Telephonic assessment by an experienced OHA / OHP</li><li>▪ Face to face assessment with an OH Physician for complex cases</li><li>▪ Case conferences</li><li>▪ Review of potential ill health retirement cases</li></ul>
Clinical services	<ul style="list-style-type: none"><li>▪ Pre-appointment and pre-enrolment checks</li><li>▪ Fitness for Task - including fitness to travel/work overseas</li><li>▪ Immunisation/Vaccination/Inoculations</li><li>▪ Case Conferences with an OHP</li></ul>
EAP Services	<ul style="list-style-type: none"><li>▪ 24/7/365 online support and signposting UK &amp; Overseas</li><li>▪ Freephone telephone line</li><li>▪ 6 Counselling Sessions F2F or telephone. International telephone counselling can be made by arrangement and in line with UK time zones</li><li>▪ Trauma Support UK or Internationally. International pricing would be on application.</li></ul>
Specialist Services	<ul style="list-style-type: none"><li>▪ Physiotherapy</li><li>▪ Dyslexia Assessments and support</li><li>▪ Workstation and workplace assessments and adjustments</li></ul>

Our recommended model assumes a centrally managed service delivered from our Ringmer Office supported by our nationwide network of OH nurses and physicians, and our IT platform, HML Online.

EAP & Specialist services will be delivered by our partners who have all signed up to CCS requirements

## 4. Pre Placement Health Assessment

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### 4.1 HEALTH ASSESSMENT QUESTIONNAIRES

When employees are recruited, it is essential they are employed with full clearance as promptly as possible, ensuring that they are fit for the work for which they have been employed. HML's Health Assessment Questionnaires (HAQs) are most effective in this regard, providing a cost-effective way for DIT to meet its obligations in relation to disability legislation. HAQs demonstrate that appropriate procedures are in place should medical problems materialise in the future and help you identify if any reasonable adjustments should be made to the employees workplace, consistent with their health problems.

#### Online screening

Our online IT platform, HML Online enables automated screening and significantly reduces the administrative cost per questionnaire. There are significant reductions in face-to-face pre-employment health assessments where a pre-employment HAQ form are in place, leading to significant potential savings for DIT. The employee completes the form and declaration and telephone assessment only occurs where there is a need for clarification on aspects of the form or the candidate has given information which rates the HAQ as "unsatisfactory" such as a medical condition that may require support.



The HML service standard for new starter health assessment and Fitness Certificate published is two working days from receipt (subject to the individual being available by telephone), although we usually complete and respond within a much earlier timeframe.

The DIT HR/Line Manager would complete the first part of the questionnaire form regarding the candidate and their job function, before it is sent to the candidate for them to add their responses regarding their health and medical history. HML Online will send an email to the candidate's email address containing a link for the employee to click on in order for them to finish the form.

This form is automatically directed to the assigned administration team within HML and accepted directly into our case tracking system for clearance. Job descriptions will be held with HML so the screening clinician has full knowledge of the role requirements and working environment.

#### Understanding the nature of the work of DIT employees

We recognise that a detailed understanding of the working environment, including the physical and psychological requirements of individual job roles, is a key requirement of the service. This will ensure that advice is appropriate to the role and can be fully implemented. HML will work with DIT at the outset of the contract to refine our HAQs to meet the needs of the various job roles across the DIT sites, taking any lessons learned or preferred method from DIT's experience and our experience of working with many major multi-site clients.



We have developed appropriate addendums for specialist roles, which offer stringent screening requirements for healthcare roles and at-risk categories. These addendums also ensure that the information collected is relevant to the individual's role and compliant with the requirements of the Equality Act 2010.

### **Live case tracking**

The progress of each HAQ can be tracked "live" by DIT's HR on HML Online. If the HAQ is incomplete and/or a concern is raised, the OH Advisor will contact the prospective employee by telephone to request further or missing information, eliminating unnecessary face-to-face assessments. In all cases, we will look to minimise the amount of medical evidence required wherever possible.

All HAQs that show fit for work will receive an immediate Fitness Certificate, whilst approximately 5-10% will need further assessment. An OH Advisor or OH Physician may telephone the individual to seek further clarification and, if necessary, obtain further medical evidence (FME). This may include a report from the employees' GP and/or arranging a medical assessment of the applicant. Following this, we will provide a report either advising the individual is fit for work or recommending further action, e.g. arranging a face-to-face consultant or requesting a third-party report.

### **Reports**

Once the assessment is complete, DIT's HR/line manager will receive advice and a written report confirming:

- Fitness to work
- Restrictions or adaptations on employment, with alternative work capability options given
- Implications for the Disability Legislation
- Likelihood of further absences because of health condition
- Whether there is a risk of higher than average levels of sickness absence
- Whether further medical evidence is required.

Evidence: HML currently receives and assesses over 65,000 health assessment questionnaires per annum across our range of clients. In the last calendar year, the percentage of cases requiring further medical investigation was 7.1 %.

Of the 7.1% of cases requiring further investigations, we carried out face-to-face assessments with an OH Physician in 72% of cases whilst the remaining 25% of cases required a GP report or a specialist report (investigation in 3% of cases)



## 5. EAP Services

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Our EAP services are specifically designed to support the OH service delivery programme, enabling our clients to benefit from an integrated health and wellbeing service. HML work with specialist service partner, RehabWorks (trading as Workplace Wellness) for the provision of this service.

Workplace Wellness is a leading provider in the UK market, supplying EAP, manager support, wellbeing, productivity and mediation services to drive employee engagement and organisational effectiveness. Their full EAP service, currently serving 500 organisations, supporting over 500,000 individuals across all business sectors, will help DIT increase productivity, reduce absence and costs to accelerate performance. They are one of only four EAP providers approved to work with Central Government and public sector bodies under the Crown Commercial Service EAP Framework, serve FTSE 100 national companies, as well as private and public sector organisations.

They currently support over 500 clients including: HMRC, Portsmouth City Council, City of Edinburgh Council, Southwark Council, EDF Energy, Dept. of Health, Network Rail, BT, National Grid, BMW, Honda UK and Mitie.

### 1.1.4 Workplace Wellness's Employee Assistance Programme includes the following services:

- 24/7/365 Access to Telephone Counsellors. Accessible from UK & Overseas.
- Legal, Debt & Practical Life Management Helpline
- Structured Counselling delivered either by Telephone, Face to Face or Online
- Manager Support Helpline
- Online Self-Help EAP Portal
- Telephonic Career Coaching
- Post-Trauma Critical Incident Support
- Day 1 Intervention for Stress Manager Referral
- Mental Health Awareness Training, Personal and team emotional resilience / emotional wellbeing training
- Specialist ad hoc training for managing specific work related stressors / pressures

To encourage individuals to access support, the EAP is supported by a continuous programme of promotion to include, hard copy leaflets and wallet cards, as well as electronic promotion in the form of dual branded poster templates, reminders, fact sheets, launch letters and monthly wellbeing related articles etc. to encourage high levels of utilisation and early intervention. Promotional material provided demonstrate that it can be used to gain support for any issue an employee faces (e.g. legal, financial, consumer, debt, bereavement care, family etc.), not just for a crisis and make accessing the EAP as simple as possible



using a broad range of mediums including telephone, text, email and online. Access can be made 24/7 for both employees and their immediate household dependents and is unlimited.

Each contact made with DIT employees and managers is with an experienced Counsellor that is skilled in engagement and will ensure the individual is reassured and given a safe space to share their experience and associated distress. As part of the assessment process which can be either online, in person or by telephone, a range of questionnaires will be completed which will consist of the Warwick- Edinburgh Mental Well-being Scale, the PHQ-9 and the GAD-7. This enables benchmarking against national averages in terms of prevalence and outcomes. All assessments undertaken will be carried out by a suitably qualified health care professional / counsellor who is experienced in engagement, problem identification and risk management. Any clinical risk will be assessed and managed immediately with access to a senior mental health professional to govern the risk management pathway.

Each employee will be provided with immediate practical help, intervention and support during their initial telephone assessment; along with being signposted to the best option within the provision that is informed by most appropriate intervention and employee choice. If any compromised mental health symptoms are present then permission will be sought from the employee to seek NHS local service solutions and where needed, request funding for a clinically appropriate course of evidence based psychological therapy in line with NICE Guidance.



## **6. Immunisations**

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### **6.1 EFFECTIVE IMMUNISATION PROGRAMMES**

HML works closely with its clients to set up and run an effective immunisation/vaccination programme specifically for overseas travel. We propose to offer this service through our partner MASTA to meet your potential need for a wide variety of overseas vaccinations. Masta already work with HML on a number of government contracts delivering a wide range of travel vaccinations throughout the United Kingdom.



## **7. Absence Management Services**

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HML's absence management referral service will support DIT in managing its employees effectively, taking a proactive approach to helping employees remain in work where possible and, where absent from work, returning them to work earlier. Our modern IT infrastructure will strengthen existing referral mechanisms and provide sophisticated data for reporting and analysis.

### **7.1 ROBUST TRIAGE PROCESS**

Through a robust triage system, HML aims to minimise the number of "touches" per case. We put more emphasis on getting the first report right, first time, avoiding subsequent reviews and rewrites. As a result of these initiatives our evidence base shows:

- Fewer clinical contacts per case, more cost-effective
- Better clinical staff engagement, more time for employee/ manager support
- Higher satisfaction response and fewer cancelled clinics
- Reduced referral volumes over time
- Reduced costs

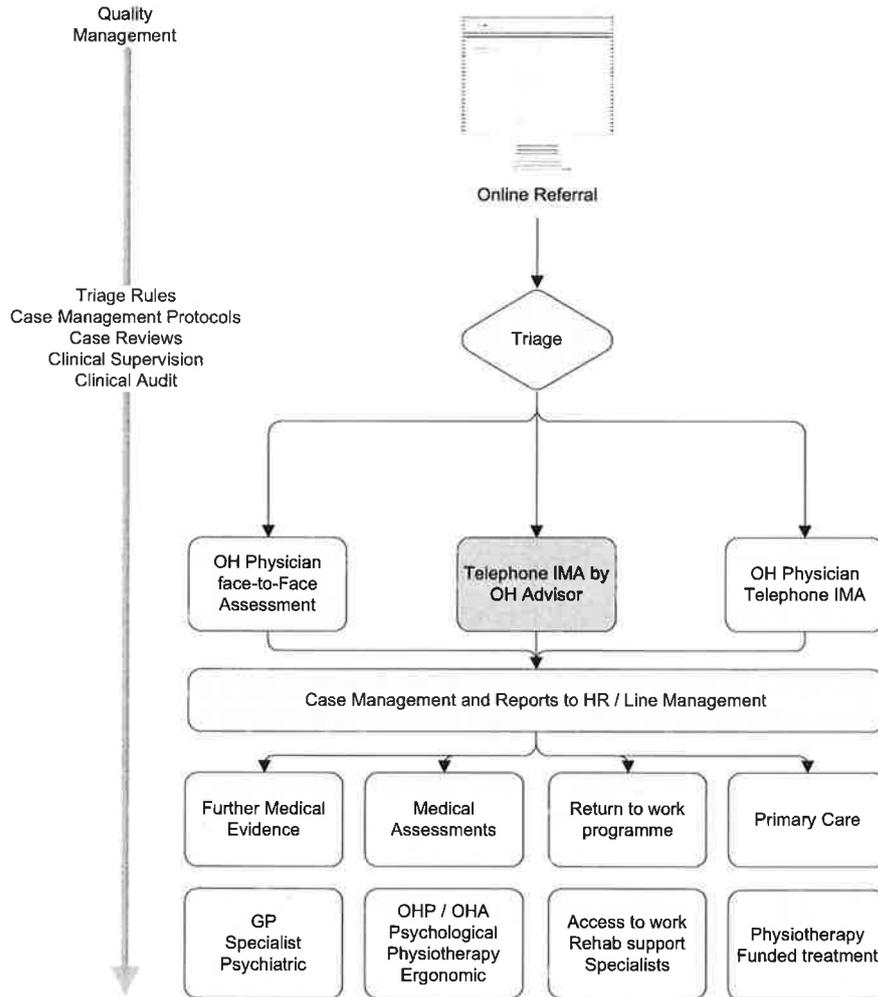
To determine that each case is directed to the appropriate clinical resource, HML utilise a triage tree to determine the optimum course of action. The effectiveness of this triage tree is monitored and triage rules adjusted depending on the outcome, to ensure that it is tailored to your organisation. The outcome from triage would be one of a number of core actions, which typically include:

- Telephone Assessment by an OH Advisor
- Telephone OH Physician assessment (TIMA)
- Face-to-face OH Physician assessment at a local HML or Network clinic
- Telephone Case Conference

Our robust triage will ensure that the most appropriate delivery model is used, e.g. onsite clinic, telephone, OH Physician/OH Advisor, reducing downtime, speeding intervention and providing a cost-effective and efficient delivery service.

The flowchart below summarises how this approach works in practice.

## 7.2 MANAGEMENT REFERRALS PROCESS



## 7.3 ONLINE REFERRALS



Online referral



Online case tracking



Online reporting



Referrals are made via our easy-to-use secure online portal HML Online. The use of HML Online enables HR/line managers to submit and track their own cases online.

The benefit of online referrals is that cases can be tracked, e.g. to establish next action, status, appointment dates, etc. online by either the person who initiated the referral or a "super user", who has enhanced access rights. Flexible viewing hierarchies will be established to ensure only those who are authorised to access particular cases are so enabled.

## **7.4 ACCESS TO EXPERT ADVICE**

Before, during or after the consultation, managers/HR will have telephone access to an OH Physician to ensure they are supplied with relevant advice to enable them to understand the referral process and the unique aspects of the case in question.

Most OH cases will be dealt with by our experienced OH Advisors, who will engage with employees by telephone to discuss reasons for their absence/illness, treatment plans, medication if relevant, and any adjustments or modifications that could facilitate their return to full health. In essence, they will work with the employee and the manager to map out an effective return-to-work/health plan and target return-to-work date as necessary.

Appointments with our HML case management team will be automatically booked to the next available slot through HML Online and the employee/manager/HR can call your dedicated administration team helpline to change appointments as necessary. We will provide access to a team of health professionals of sufficient size and caliber to ensure maximum flexibility in scheduling appointments. The appointment with the employee will provide the clinician with a background assessment of the specific circumstances of the case and the required level of support needed to achieve a return to health/work.

Following the appointment, the OH Advisor will provide same-day feedback in a report detailing the principal issues affecting the employee including:

- Prognosis
- Agreed return-to-work plan
- Target return-to-work date.

Our reports will keep clinical detail to a minimum and focus on providing an objective opinion on whether an individual is fit/unfit to be at work. Recommendations will also be made on steps that can be taken to facilitate an earlier return to work, if appropriate, taking into account areas of disability legislation.

## **7.5 COMPLEX CASES – FACE-TO-FACE OH PHYSICIAN MEDICAL ASSESSMENTS**

More complex cases, including those for mental health issues, will be managed by one of our OH Physician's. We directly employ more than 80 OH Physician's and are supported by our own accredited network of more than 250 physicians and other clinicians including cardiologists, psychologists, orthopedic surgeons, etc. Following the appointment, the OH Physician will provide a report detailing the issues affecting the employee.



We also provide the flexibility of a telephone assessment with an OH Physician, (where appropriately triaged), which can also assist with urgent assessments or remote areas.

## **7.6 FURTHER MEDICAL EVIDENCE**

Following triage, if required, further medical evidence may be needed before a full opinion can be provided. This could be a GP report, a treating specialist report, or a telephone or face-to-face assessment with an independent OH Physician. Such cases are likely to be more complex cases, normally dealt with by our OH Physicians.

We only request GP/specialist reports when there is an essential requirement in providing advice to the HR team/manager and the employee.

## **7.7 HIGH QUALITY ADVICE AND REPORTING**

HML understands the importance of clear, pragmatic, timely reporting and advice to HR/managers. The report about the employee in question will be uploaded onto our IT platform HML Online (unless another delivery methodology is agreed) and the manager/HR will be notified by e-mail that the report is available for viewing through your client portal.

The report will provide clear advice on how to manage the employee, including their:

- Fitness to work
- Restrictions or adaptations on employment, with alternative work capability options
- Prognosis on returning to work
- Expected return-to-work date
- Implications for disability legislation
- Appropriate attendance or capability targets
- Likelihood of further absences
- If the condition is work- or lifestyle-related
- Eligibility for ill-health retirement, if applicable.

We also provide access to telephone support throughout the referral process and identify whether the employee is receiving appropriate medical treatment. If not, our OH Physicians will liaise with the employee's GP to ensure optimum care.

## **7.8 FOLLOW-UP INTERVENTION**

We can, as appropriate and agreed, leverage these to support a sustained return to work, such as:

- Signposting to the Employee Assistance Programme
- Workstation assessments



- Workplace adjustments (for conditions likely to be covered by Disability Legislation)
- Physiotherapy and associated services
- Counselling and Cognitive Behaviour Therapy via the EAP and counselling.

## **7.9 CASE CONFERENCES**

We will also provide case conferencing where agreed. On a monthly or bi-monthly basis, once the employee has been made aware of the process and given their consent we will review outstanding cases with HR/managers to ensure the optimal management of more serious sickness absence cases, with attendance of all necessary stakeholders, e.g. where we are proactively utilising additional support services from employee benefit provider(s), we would ensure that these providers attend to discuss progress and to ensure actions are coordinated and integrated.

The advantages of this approach include:

- A focused review of the case history and prognosis
- Removal of existing organisational barriers
- Clearing pathways developed and agreed
- Sharing lessons learned.

Case conferences are usually conducted by telephone.



## **8. Supply Chain Partners**

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For specialist services, HML works in partnership with a number of accredited service partners, with whom we have pre-established service agreements in place.

From DIT point of view, importantly all you will see is HML; delivery of the service will be seamless for you, one supplier, one set of data, one set of invoices. The supply chain partners we use have ISO accreditations and quality management processes similar to our own. Before entering into a contract with HML and in order to meet CCS requirements it has been necessary for us to have agreements in place, where quality targets, service levels and KPI's flow through to the delivery of all CCS call-off. Specific to DIT contract the following supply chain partners have been identified;

- Rehabworks – for the delivery of EAP, trauma, psychological services and physiotherapy.
- Crystal Palace Physio Group – servicing the delivery of Work Station Assessments throughout the UK.
- Masta – for the delivery of immunization, vaccination and bloods.
- Lexic – for the delivery of specialist dyslexia products and training

The above partners have worked with HML on a number of contracts over the years and have demonstrated excellence and credibility in delivery.

All sub-contractors are managed under the same clinical governance and quality management processes as our own staff.



## 9. Health & Wellbeing Services

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The following services may be bought as an extra to the CCS contract. HML believe that a key overall aim of any OH service is to work closely with our clients to maintain and improve the health and wellbeing of the workforce. This has been an integral part of our philosophy since the company was founded in 2002 and whilst this continues to be a central part of all our interactions with customer employees during any one to one consultations, HML believe there are also opportunities to develop this through more co-ordinated, integrated programmes linked to a clear measurable Health & Wellbeing strategy.

Increasingly, UK organisations are embracing the importance of employee wellness, in all its guises: physical, mental, emotional, intellectual and financial. Owning a health and wellness strategy and supporting employees with relevant and engaging initiatives are increasingly important to a company's success. As part of any proposed Health & Wellbeing plan, we would seek to focus on the health behaviours of people who work for DIT and develop opportunities that will inform and encourage the changing of lifestyle and health in a sustained and measurable way.

We also recognise that individual employees now engage in many different ways including digitally, by telephone, webex and face-to-face. As a result, our approach will be to work closely with DIT to introduce a range of wellbeing services tailored to the needs of your organisational culture. Unpinning this service will be our Digital Health & Wellbeing Portal which is designed to enable DIT to take a more proactive approach to employee health and wellbeing.

### 9.1 DIGITAL HEALTH AND WELLBEING PORTAL – 'BE WELL'

The Wellbeing portal is a fully customisable, health and wellbeing platform packed with unrivalled features, tools and resources, which is accessible via a wide range of devices, including laptops, tablets and mobiles, integrating with most fitness trackers such as Fit Bit, Garmin and Strava. It will help DIT support and promote a positive, healthy lifestyle for employees and their families in one professional branded portal containing DIT's wider Health and Wellbeing strategy messages, information and communications. It is also available as a Multi-Lingual offering.

**Custom Branding** - The total flexibility of the Be Well portal with the option to customise content, send notifications to users, run Wellbeing challenges and track the impact and trends via the comprehensive Management Information dashboard. Every element of the platform can be customised for DIT, from content / news, to assessment questions and surveys, right through to goals, challenges and resources. There is even the option to use the Be Well platform to host virtual consultations with a team of expert consultants in the form of online chat, video chat or 'ask the expert' Q&A service.

We will provide full Communications support with monthly promotional materials and can also add a micro-marketing site to wrap around the product and publicise DIT's wider wellbeing initiatives, information and content. To enhance engagement, links for key staff services such as HR and benefits service centres can be embedded, making the portal a central gateway to ensure regular visits and encourage participation.

The product is supported by a full time development team of digital wellbeing specialists – therefore the product is continually being developed with new features released throughout the year, at no additional cost. If something extra is required, the team can build bespoke features to further contribute to the achievement of DIT's vision for health and wellbeing.



Set realistic goals and track your progress

Follow your own personal fitness programmes

Take a wellbeing assessment and review your score



Start it off!



The Brexking Day - Understanding Brexit's Risk



Delicious Bed Months - Creating the perfect sleep environment.



Quit! Are you addicted to coffee?



Get a good night's sleep



DANGER 2017 - Give up chocolate for ITSM?

Category	Score	Last Updated
Activity	53	Updated 4 days ago (10:30am)
Weight	85	Updated 4 days ago (10:30am)
Sleep	65	Updated 4 days ago (10:30am)
Nutrition	75	Updated 4 days ago (10:30am)
Smoking & Alcohol	46	Updated 4 days ago (10:30am)
Mental Wellbeing	82	Updated 4 days ago (10:30am)

**OVERALL SCORE 68**

[Download Report](#)

For employees, the 'Be Well' Portal offers a unique interactive website and mobile experience which empowers them to assess their wellbeing, set goals, track progress and win badges, follow personalised programmes, access recipes, view multi-media resources and pick up signposting to other organisational services.



### 1.1.5 Measuring the Data

One of the greatest benefits of the 'Be Well' platform is the information DIT can collate from it. Naturally all user data is collated anonymously, ensuring full protection of privacy and confidentiality, while retaining the ability to see important trends and information. These are broken down by key areas within the business and separate metrics for family members, ensuring only employee information is included in reports.

Analysis of this data will support the further development of a long-term health and wellbeing strategy and can direct DIT to effective lifestyle changing programmes, which will contribute significantly to:

- Reducing the risk of diabetes
- Addressing the causes of abnormal blood pressure
- How to improve resilience through coaching on coping skills
- Supporting employees to improve physical fitness
- Supporting employees to manage cholesterol levels
- Tackling obesity and weight problems
- Reducing smoking through programmes and sign-posting
- Other agreed areas.

The simple to use system allows tracking of usage, wellness scores, goals achieved, most popular content and business case data, all in one dedicated management information portal that generates monthly reports and offers various export formats including pdf, xls(x) and csv files.

DIT can also obtain a company-wide wellness score, with sector benchmarking shortly being introduced and we will work with them to enable benchmarking via recognised awards. We monitor the latest published research and evidence-based reports and publications. This helps us make informed decisions and align the strategic direction of both the features and modules of our platform and the desired outcomes for our individual users.

Additionally, we will collate data and present this as part of our regular contract management pack, combining it with other OH data to identify trends and ensure that strategy remains on track.

This is a service we would highly recommend and we are delighted to offer this to DIT as a value added service at no additional charge. Typically this would be provided at an annual charge of £15,000.

Additional health and wellbeing services on offer to DIT include:

#### **Health Screening**

HML offer a nurse and technician led, on-site screening programmes for your employees. Our approach is to typically offer employees a standard medical assessment and the time to discuss issues of particular concern. This ensures that employees have been properly counselled, are aware of any health risks and are supported in their decision to change



lifestyle and behaviour. Our standard wellness screen includes a review of the following key metrics:

- Current and past medical history
- Body mass index and waist to hip ratios
- Blood pressure and pulse
- Urine analysis for diabetes
- Waist measurement
- Cholesterol test
- Nutrition and lifestyle factors and
- Review of health and lifestyle risks.

We provide an individual report for each employee which includes a personalised wellness summary explaining all the test results and making recommendations for improving and maintaining good health. This will also link in with articles and promotions on the HealthMatters website. Although employers are not able to review the individual results without the employee's consent, an aggregated anonymised report addressing key trends and patterns of ill health will be provided and will include comparisons with other clients and the national picture.



We also offer simple health checks as part as health fairs and campaigns which we market as “Know Your Numbers”, designed to raise health awareness in short, sharp bursts of activity.

The assessment will make employees aware of current Blood Pressure, pulse and cholesterol levels. The results of these readings indicate how healthy their heart is and by making employees aware of these numbers aims to reduce the risk of heart disease.

### Wellbeing Kiosks

HML offer health kiosks which are located at key locations through our partnership with Wellpoint, who already work with a number of HML clients, major UK corporates and the Department of Health, a number of NHS Trusts and local authorities. The key features of the service include:



- Seamlessly integrated with latest test results
- Monitor progress through highly intuitive dashboard
- Set and track personal goals
- Add other health and lifestyle information
- Share experiences (highs and lows!) through PULSE social media
- Create corporate challenges – set up local or national teams encouraging active healthy living!
- Extensive evidence of engaging hard-to-reach groups
- Wide range of health information and behavioural change programmes in collaboration with NHS Choices

### Educational Seminars / Workshops

Our most popular health education topics are listed below and are delivered in two formats – educational seminars/workshops, health promotional stands/roadshows or a combination of both. Other campaigns or challenges can be provided to encourage staff to participate and work together to make lifestyle changes (an important part of behavioural change). We often deliver events to our clients on seasonal topics or to coincide with national awareness campaigns.

- Nutrition/Diet/Weight Management
- Activity/Exercise
- Resilience Training & Strategy Building
- Stress Management
- Sleep & Fatigue Management
- Back Care/Posture
- Alcohol
- Smoking



**HOT TOPICS**

**60-90 MINUTE WORKSHOPS**

With a busy on-the-go lifestyle it can be hard to keep healthy habits and it's so easy to neglect the importance of looking after ourselves.

This results in fatigue which impacts upon our performance, energy, concentration, exercise, sleep and stress levels. As well as leading to poor food choices, these also play havoc with our immune system, making us more prone to illness and stress related sickness.

Feel Good's one hour workshops focus on Hot Topics which will guide people to a programme of sensible eating, exercise and sleeping in such times of increased expectations we look at the importance of how you can be more resilient to ensure everyone is as productive and healthy as possible.

**RESILIENCE**

**NUTRITION**

**POSTURE**

**MINDFULNESS**

A great session that really got me thinking and focused on how to improve my day and energy levels. ☺  
Employee

Very informative for one hour. The speaker was clear, to the point and covered the right amount of information. ☺  
Employee

The speaker was very inspiring and interacted well with the audience. ☺  
Employee

These programmes are typically run by our preferred partners who are recognised as market leaders in their respective fields.

### Case Study 1

#### Royal College of Nursing – Health Promotion & Wellbeing

Targeted Health Promotion services for the RCN included on-site events and provision of health and wellbeing website, *HealthMatters*, complemented by literature, online and strategic advice and support. These aspects complement a proactive and comprehensive occupational health programme designed for the RCN delivered by Health Management.

We designed a strategy and content representing an ongoing effective health promotion programme targeted to RCN's employee profile, principal reasons for absence and organisational objectives. We did this by working closely with RCN's Human Resource team. The delivery of events is targeted to meet budget and ensure all workers from all locations are able to access them.

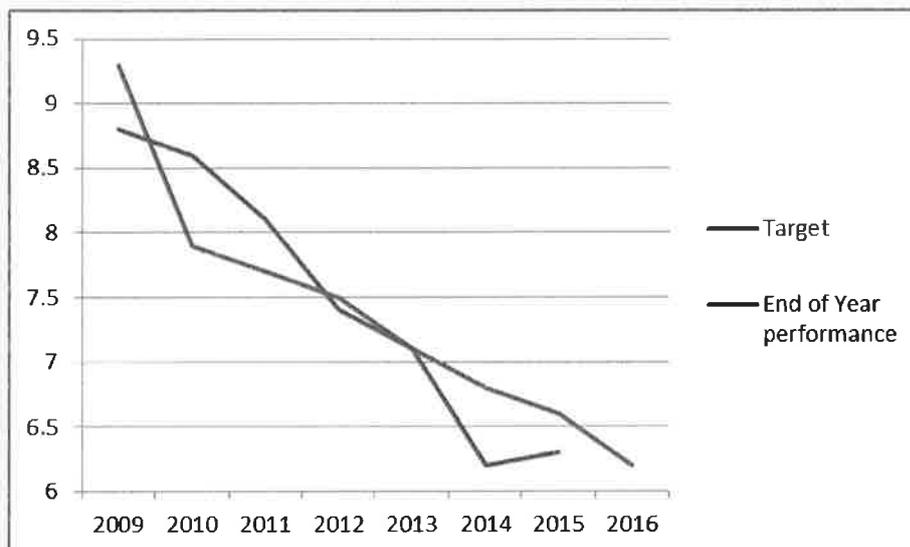
The agreed calendar of health promotion events demonstrated a visible 12 month cycle of activity which was published and marketed to all internal stakeholders in advance and each month that specific month's health topic is publicised either electronically or by face to face meetings / literature to raise its profile. Each monthly campaign focused on a different area from a high impact campaign of "know your numbers" - one on one medical assessment for employees conducted by a nurse visiting each site to smoking cessation programmes for employees to support the organisation's revised approach to smoking / smoking breaks during the working day.



## Case Study 2

For our client Land Registry, we suggested the introduction of regular wellbeing programmes to improve the health and wellbeing of employees.

- Outcomes
- In the last scheme year, 75% of cases were assessed by an OHA and 25% by an OHP, whereas in 2004, 100% of referrals were assessed by an OH Physician
- Over the past four years, sickness absence levels have dropped below target, from 7.4% to 6.3%
- We have also provided regular wellbeing programmes including “Know Your Numbers” campaigns.
- We are delighted that in September of this year Land Registry have appointed HML as their OH and Wellbeing partner for a further five years.





## 10. Management Information

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### 10.1 HML ONLINE

An essential part of our proposal is that all questionnaires/referrals will be submitted, case managed and administered through our core digital platform, *HML Online*. This system is tried, tested and utilised by almost all HML customers to submit, track and report on referrals and questionnaires. HML manages 222,000 assessments/questionnaires per year through *HML Online*, for over 600 clients with 33,300 *HML Online* registered users.

The *HML Online* digital portal is an integral part of the service we have run for many years. HML entirely develops, maintains, runs and hosts this service from our Head Office in the UK and are fully responsible for the service, which will encourage confidence in use of the system. A team of 30 full-time staff are dedicated to the maintenance and development of our IT infrastructure and systems including *HML Online*.

DIT will automatically benefit from our programme of continued investment and development in our systems, to help achieve cost savings through service efficiencies during the proposed contract period. Examples of recent updates includes the introduction of a "timeout warning" when completing forms, to prevent data being lost, should the referring manager exceed the time to complete.

*HML Online* provides our customers with access to online services, which are all integrated on one database and will significantly enhance the ease of making a referral and your ability to track and analyse referred cases:

- Online Management Referral form
- Case tracking
- Online Management Advice reports
- Online Health Questionnaires (health assessment, pre-travel, night worker etc)
- Management Information and benchmarking
- Library of Managers guidance notes

Where a referral or questionnaire has been submitted online, these can be tracked (e.g. to establish the next action, status, appointment dates etc.) online by either the person who initiated the referral or a user with enhanced access rights.

*HML Online* is also a multi-user application enabling us to track workflow, chase and invoice in relation to each management referral and pre-employment health questionnaire. The database also records client contacts for account managers and specific details for finance and account purposes.

Due to the nature of our OH work, HML deal with both personal and sensitive data, as classified under the Data Protection Act. HML operate a Data Protection Policy which upholds the Data Protection Act, Access to Medical Reports Act, ICO technical Guidance notes, Health Records, GMC Guidelines and Faculty of Occupational Medicine Ethical Standards.



*HML Online* records and secures data with appropriate back-ups, disaster recovery and contingency plans. HML have the capacity to hold all medical records in electronic (or paper) format. Data is stored securely in our wholly-owned data centre and HML are certified to ISO27001:2013. We operate a retention policy, which specifies the lifetime by type of record, in line with FOM guidelines and the Data Protection Act.

**An example of the monthly reporting format**

*HML Online* makes a range of reports available on line to DIT dependent on the services we provide. The web enabled portal takes live data from our back office systems to enable clients, if required, to access on line.

Online Information Reports	Management	Content
<b>Activity Reports</b>		All referrals in progress / closed All HAQs in progress / closed Aggregated activity by location etc Benchmarking with HM group data Benchmarking with national data
<b>Status Reports</b>		Diagnosis, Disability Legislation related and Work Related reports

No clinical information is accessible via *HML Online* as it is a case tracking tool and therefore no confidential medical information will be disclosed.

Our assumption is that daily / monthly / weekly reporting will be delivered through *HML Online* supported by regular quarterly and annual reports, in a format to be agreed as part of



the contract implementation process. We have a team of experienced Commercial Analysts, who have responsibility for preparing such reports, to which commentary will be added by members of the clinical team and Account Manager. In addition to utilisation data, our reports

Management Information

Benchmarking Live MI Previous MI Your Documents Library

**Dashboard**

Your statistics

Total Cases	41
Open Cases	33
Closed Cases	8
Mental Health	25%
Musculoskeletal	12%
Work Related	25%
EA Cases	25%
Questionnaires	28

All data from: 01 January 2010

**Benchmarking**

Sector Comparison - Business Services

Statistics taken from across your industry sector

Mental Health	22%
Musculoskeletal	34%
Work Related	11%
EA Cases	26%

National Statistics

Statistics taken from all industry sectors

Mental Health	25%
Musculoskeletal	26%
Work Related	13%
EA Cases	36%

**Your Contacts**

Account Manager	Tim Skilton	
Chief Medical Officer	Mr Adrian Massey	0845 504 1000
Clinical Team Administrator	IT Test	08455041000
Switchboard		0845 504 1000
Fax		0845 504 1066

Management Information

Benchmarking Live MI Previous MI Your Documents Library

Referrals Questionnaires

Referral Totals PME Totals Outcomes

The chart below illustrates your top 5 ICD10 outcomes, to view a full breakdown, please click the Save to Excel icon.

All Referrals [Save to Excel](#)

	1. Infections	5.1 Stress	18. Other	5.2 Psychotic illness	4. Endocrine / Metabolic
All	3 (37.50%)	2 (25.00%)	1 (12.50%)	1 (12.50%)	1 (12.50%)



### 1.1.6 Management Information / Meetings

Our approach to Management Information (MI) is that any data we collect can be reported on in any format agreed. We run reports direct from a mirror of our live SQL database that sits behind *HML Online*. This allows us to provide a high degree of flexibility to support our client's different needs. We review the structure of reports on a regular basis and make any changes to report templates as required.

Any contract review meetings would primarily be attended by your Account Manager, Gavin Read but other members of the HML team would be available if required. In order to ensure that all relevant issues are discussed, we will prepare an agenda prior to the meeting for your comment and approval. The format for such review meetings would include but not be limited to the following agenda items:

- Review of minutes from last meeting
- Organisational changes and developments which potentially impact on OH service and requirements – HML and DIT
- Legislative and market changes including additional services available through HML
- Review of performance against agreed KPIs
- Trend analysis and discussion
- Service issues – HML and DIT. This would include the identification of cases where further investigation is required off-site
- Update on annual health surveillance programme – ytd and planned activity for next quarter
- OH Budget and expenditure ytd
- Date of next meeting.

Minutes of the meeting will be prepared by your Account Manager, Gavin Read and circulated to all parties within five working days. As part of our own internal business review process, the Account Manager will also complete a client meeting feedback form, and send a copy to the Customer Service Director.

Please see an example Annual Report as appendix 6.



## 11. Account Manager

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Our Account Manager will play a key role in the implementation and ongoing management of the service, particularly with regards to monitoring and reporting. We recommend that the key responsibilities and functions would include but are not limited to:

Name	
Job Title	Customer Service Manager
Brief Job Description	Management of all non-clinical aspects of DIT OH Service
Qualifications	Degree level or equivalent
Reporting Line	Reports to Client Services Director
Functions	Main point of contact for the contract and co-coordinator Regular liaison with agreed points of contact within the Company Implementation of the service throughout DIT Promotion of the service and pro-active support for organisation initiatives Drafting of a bespoke Managers Manual and appropriate forms Analysis and creation of utilisation reports on Clinical & HR outcomes Monitoring service level agreements and performance indicators Arranging ad hoc and additional services as and when required Development and analysis of management information, statistics and clinical outcomes.

Our intention is to hold quarterly contract review meetings at your Head Office.

██████████ will work with DIT to further develop the service to ensure it is meeting emerging trends, clinical needs and all statutory obligations.

Our approach to the delivery of OH services would be based on a partnership approach. This is a very successful concept adopted by HML for its customers and is based on developing a full understanding of your requirements, ensuring we provide a flexible and dynamic service, managing and responding to customer expectations, minimising risks and maximising your control of the service you receive.

This approach starts with the Account Manager building and maintaining an internal presence and relationships within DIT. In many ways the Account Manager would appear to



operate as if a member of your management team. Where appropriate the Account Manager may attend internal HR or H&S meetings where the topics discussed cover the OH service or other areas that relate to or require occupational health advice and support.

The Account Manager will also make every effort to engage in local issues and provide solutions that support the organisation including internal workshops on how to get the most from your new OH service.

The Account Manager is ultimately responsible for the delivery of the Occupational Health Service and they have the authority to flex the service to meet the demands of the organisation. The Account Manager will be required to manage the budget and resources set at the start of the contract but will deploy resources as demand and priorities dictate. They will have access to a full range of services, resources and specialist support from within HML.



## **12. Clinical Team**

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Physicians employed by HML all have a qualification in occupational medicine and are typically qualified to MFOM standard.

All nurses allocated to work on this contract will be a nursing practitioner registered with the UK Nursing and Midwifery Council, who is included on the Specialist Community Public Health Nursing part of the Register as an occupational health nurse.

### **12.1 CPD**

All HML clinical staff engage in CPD compatible with the GMC and NMC respectively. HML provides internal CPD opportunities through regular monthly webinars and an annual clinical conference. There are also learning opportunities separately available during clinical staff development days. In addition clinical staff are able to attend external training events as part of a study leave allowance.

Clinical staff have their work audited and reviewed. All staff have an annual appraisal at which they identify their CPD plans for the following 12 months. If any additional training is found to be necessary from appraisal or at any other time this is arranged

HML also trains OHPs and has a training director who ensures our training programmes are best practice. Our training director works with the training Deanery and National Scholl of Occupational Medicine.

HML is designated body and has a Responsible Officer whose responsibilities include clinical governance and liaison with the GMC for revalidation. The RO works with the Faculty of Occupational Medicine and the Academy of Medical Royal Colleges as well as the NHS England to ensure our appraisal, CPD and educational programmes are consistent with best and expected practice.

## 13. Quality Systems

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We have adopted the ISO 9001:2008 quality management system and ensure that the quality of all services is consistently effective and the following values and goals are met:

- Be recognised by customers as the company providing the highest quality service in the occupational health market – measurable by the retention targets established in the annual business plan.
- Be recognised as a company that listens and acts, by ensuring every customer or employee suggestion, comment or complaint is reviewed and if appropriate to the client group as a whole, integrated into our service offering, as long as it complies with medical ethical codes.
- Achieve our annual business goal of retention, training and development of staff, to ensure continuity of service and customer care.

HML's Quality Management System (QMS) is designed to help us manage our business in a systematic way that satisfies our customers and ensures we achieve our business objectives. It covers all aspects of our business that affect the quality of the services we supply our customers. This includes activities from winning new business through to invoicing our customers, analysis of our performance, and activities that support these processes.

Every member of staff has a responsibility to understand their role within the QMS and how it impacts on others. We provide training for all new members of staff during their induction period and thereafter on a regular basis as part of their ongoing development. Aside from training on key processes, we encourage all members of staff to report any obvious improvements or weaknesses to their line Manager and log them accordingly.

### 13.1 RESOLUTION OF COMPLAINTS

Under our ISO 9001:2008 accredited Quality Management System; complaints are immediately logged on the Corrective Action Log. The complaint is immediately escalated to HML's assigned Account Manager, who will send acknowledgement within 48 hours, request further details if necessary and explain the investigation process. They will be supported throughout by our Quality Manager.

The investigation will involve the relevant team members, as appropriate. Once the information has been gathered and reviewed a formal response is sent to the complainant and copied to the referrer within 10 days of the complaint being made.

If the complainant is not satisfied with our response the complaint will be escalated immediately to the Client Services Director and thereafter the Board Sponsor. Each escalation stage will operate to our standard timescales.

Remedial action, if required, is put in place to ensure that the issue raised does not occur again or the risk mitigated. This may involve re-training, reviewing protocols, performance management, removal of a network clinician or development of an IT solution.

Complaint procedures are actively monitored by our Quality Manager, through internal quality and clinical governance audits, sub-contractor review



meetings, formally at ISO 9001 and SEQOHS Management Reviews and monthly reporting to the Operations Board. Complaint categories (no action, unproven, remedial and disciplinary) are monitored to ensure consistency.

### 13.2 STAFF PERFORMANCE MANAGEMENT

Each employee will have an annual development review (ADR). This review allows employees to have a meeting with their with their line managers and to discuss their development to date, competency acceleration and any training needs to support their current role.

Our approach is to support the positive career development of staff rather than to be judgemental of their performance. Any performance issues will be addressed during the year separately through the performance/disciplinary process. We ensure that an ADR is a positive forward-looking occasion.

Prior to carrying out the performance review, each line manager will ensure that all relevant information is available for the review. They will also know which areas are to be covered and the improvements that need to be made. All employees complete the paperwork given to them prior to the review.

For any areas that require improvement, an action plan will be agreed and a specific set of tasks outlined to ensure that there is improvement within the agreed area. It is important to note that even if an individual is exceeding all objectives, an action plan is still developed and agreed. This ensures that every individual is continually supported to meet their continuing personal and professional development.

### 13.3 QUALITY CONTROL

Our Quality & Standards Manager, [REDACTED] has specific responsibility for quality within our business. His role includes:

- Achieving and maintaining formal accreditation with external bodies e.g. ISO 9001, SEQOHS etc.
- Organising and leading training sessions on our quality programme for new HML employees (and regular refresher courses for existing staff)
- Ensuring that attendance at courses by HML employees is evidenced (and can be audited by third parties)
- Managing our own internal audit and review programme and personally undertaking audits on a regular basis
- Managing the annual development review and 360° appraisal programme for all clinicians
- Day to day management of our corrective actions and compliments logs
- Managing our customer satisfaction programmes, ranging from individual customer surveys to utilising third parties to undertake objective full surveys
- Providing feedback to third parties, account managers, clinicians and clients
- Reporting any possible and actual variances from our internal SLAs to our Managing Director
- Collating operational statistics for our Operations Board in a consistent format



- Disseminating information to SMMT and Operations Board
- Undertaking formal management reviews as set out in the QMS.

Whilst overall responsibility for quality is held by HML's Quality and Standards Manager, every member of staff has a responsibility to understand their role within the QMS and how it impacts on others.

### 13.4 CLINICAL AND PROCESS AUDITS

HML also recognise the importance of assessing and evidencing our performance in a way that enables us to take steps to identify and resolve any areas where we see performance failing to meet acceptable standards. Clinical Governance is an integral element of our approach to quality management is clinical governance. Currently we have an indication of the effectiveness of our clinical quality from the following practices:

	<b>Clinical Governance Standard</b>
Peer Reviews	We peer review medical reports produced and all are proof read and signed by another member of the medical team.
Client Feedback	Additionally, we run an external review whereby customers are asked to assess medical reports against certain criteria regarding how useful they feel the report was in informing managers about the case.
IMA Audits	Every six months we complete a quality audit over a one month period of the reports received within HML from doctors conducting independent medical assessments.
Corrective Action	A written complaints management process is also in place and any complaints about medical reports or the medical management of cases are referred to the medical director for investigation.
Revalidation	An annual appraisal for revalidation has been introduced for all medical staff. All doctors have to be revalidated every 5 years.
Appraisal	In addition to annual appraisal for doctors, HML also has an appraisal system in place for all the staff and the medical and nursing staff are included in this process as well.
Clinical Governance Audits	The HML Medical Director audits the occupational health provision provided to onsite services on a bi-annual basis.
Continuous Professional Development	All HML clinicians are expected to complete a number of internal and external courses to support their Continuous professional development.
360° Appraisals	HML was one of the first organisations to introduce 360° Appraisals for clinical staff. This uses an online questionnaire sent to clinical peers, clients and patients / employees to give a complete picture of the perceived quality of our clinicians' work.



## 14. Service Level Agreements & Service Credits

We are strongly of the view that our service should be judged not just on turnaround times, but also measures of quality and impact to users. Although HML operates to a strict set of SLAs, we believe it is more valuable to focus on satisfaction surveys (i.e. referring manager, employee experience, annual surveys) to determine the progress of our service. HML carries out the following surveys:

- Management referral survey (online, following the closure of each case)
- Employee experience (online exit survey)
- Annual survey (independent market research organisation)

Due to the small volume of cases received on a monthly basis it is difficult to manage a meaningful and reasonable service credit regime. However we want to be pragmatic and equitable to DIT and would propose key SLA's reflective of the majority of the services that DIT have indicated would be purchased. Our standard service levels are below together with a maximum of 3% service credits for this contract and our proposal is submitted on the basis that they will be accepted by DIT

Service Description	Average Response time	Service Credit failure below 75 %	Exceptions
		Health Questionnaires	Assessment
Questionnaire review & Fitness Certificate Published	48 hours	0.5 %	Paper based cases
		Management Referrals - OHP	
Appointment to report	15 working	0.5 %	GMC consent - if employ



	days		ee elects to see report prior to release to employ er	
		<b>Management Referrals – OHA Management</b>		
Appointment to report	7 working days hours	0.5 %	Paper based cases	
		<b>GP/Specialist Report</b>		
GP/Specialist report requested	3 working days	0%	Subject to availability of consent.	
3rd party report chasing (e.g. GP/specialists)	Day 5 and every 3 days			
Report following GP/Specialist report	3 working days			
		<b>OH Advice Line</b>		
Availability	08.00 – 18.00 Monday to Friday	0.5 %	Excluding bank holidays	



	y		
		Complaints	
Complaints - acknowledgment	Within 1 working day	0%	
Complaints - Formal response	10 working days		Ongoing investigation - update at 10 working days

Service Description	Average Response time	Service Credit failure below 75 %	Exceptions
EAP Service			
		EAP Helpline	
Available 24/7/365	Calls Answered within 5 rings	0%	None
		Portal	
On line portal to be available 24/7/365	N/A	0%	Agreed down time and maintenance with the contracting



				authority
		Counselling		
Counseling service appointment arranged	Within 48 hours of first contact	0.5 %	Where an employee is overseas or unavailable	
		GP/Specialist Report		
First counselling session from first contact	5 working days	0.5 %	Where an employee is overseas or unavailable	

Performance against agreed SLAs is the responsibility of the HML Account Manager who will investigate any service failures and develop appropriate action plans.



## 15. Costs

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Our pricing reflects the pricing as per Lot One of the CCS framework and assumes referrals and questionnaires are made using our online platform (*HML Online*)

The pricing schedule provides as part of the ITT process has been completed and is attached together with our pricing notes



Copy of DIT CCS  
Pricing Schedule.xlsx

## 16. HML Accreditations & Awards

Accreditation	
	<p>Health Management is the first large national provider to be awarded the new FOM SEQOHS accreditation.</p>
	<p>Health Management achieved ISO 9001: 2008 accreditations in July 2010, having previously been accredited ISO 9001: 2000 in 2005.</p>
	<p>Health Management also achieved ISO 27001 (Information Security) accreditation in August 2012.</p>
	<p>Health Management achieved Link-up Qualified Supplier status in October 2012.</p>
 <p><b>London Underground</b></p>	<p>Health Management are approved to undertake LUL Medicals, December 2013</p>
 <p><b>CareQuality Commission</b></p>	<p>Health Management achieved accreditation by Care Quality Commission in 2011.</p>
	<p>Health Management became a partner to the Public Health Responsibility Deal, October 2013</p>
	<p>Health Management has achieved a 'green' accreditation from the government sustainability programme Caeser.</p>
	<p>Health Management is the largest private approved training body for Consultant Occupational Physicians.</p>
	<p>Medical Revalidation Designated Body, March 2012.</p>
	<p>Health Management became a member of the Business Disability Forum, April 2014</p>

Awards & Comments	
	<p>"Best Company to Work For" (Sunday Times, 2013)</p>
	<p>One of Europe's Fastest Growing Businesses over the last 3 years</p>
	<p>"One of the extraordinary results of the services was that it more than paid for itself in reductions in ill health, sickness absence and staff time spent in A&amp;E" (Olympic Delivery Authority, 2012)</p>
	<p>"The OH provision on the Olympic Park and Athletes Village has been recognised as one of the best implemented in the UK" (Health &amp; Safety Executive, 2012)</p>
	<p>"Telegraph 1000" (Health Management Ranked as a lead Mid-size Company in the UK, £5 million - £300 million turnover range, 2012)</p>
	<p>"Real Business Hot 100" (Health Management Ranked 43<sup>rd</sup>, Real Business Magazine, 2012)</p>
	<p>"Shining brightest of all among the OH Providers" (Health Insurance Magazine 2011)</p>
	<p>"Top 50 Rising Star" (Business XL Magazine 2011)</p>

## 17. HML's Full Range of Services

Our occupational health, absence management and consultancy service is made up of a number of modules; more information is available on services, upon request.

<p>Chief Medical Officer Advice</p> <ul style="list-style-type: none"> <li>▪ Telephone Help Desk and Support</li> <li>▪ Strategic Healthcare Consultancy</li> <li>▪ Policy and Standards Advice</li> <li>▪ Compliance and Representation</li> <li>▪ H &amp; S Consultancy Support</li> <li>▪ Advice in relation to Employee Tribunals</li> </ul>	<p>Claims Management/ Pensions</p> <ul style="list-style-type: none"> <li>▪ Advice to Pension Trustees on Ill Health Retirement</li> <li>▪ Management of self-insured PMI / long term Disability Schemes</li> <li>▪ Pension Appeals</li> </ul>
<p>Absence Management</p> <ul style="list-style-type: none"> <li>▪ Management Referrals</li> <li>▪ National OHP Clinics</li> <li>▪ OH Case Management</li> <li>▪ OH Case Conferences</li> </ul>	<p>Diagnostic and Rehab Services</p> <ul style="list-style-type: none"> <li>▪ Psychology Health Assessments</li> <li>▪ Physiotherapy and Ergonomic advice</li> <li>▪ Managed Rehabilitation</li> <li>▪ Training and Workshops</li> </ul>
<p>Primary Care</p> <ul style="list-style-type: none"> <li>▪ GP services</li> <li>▪ Health screening and Executive Medicals</li> <li>▪ Specialist referrals</li> <li>▪ Prescriptions</li> <li>▪ Travel Medicine</li> </ul>	<p>Health Surveillance Services</p> <ul style="list-style-type: none"> <li>▪ On-site Nursing</li> <li>▪ Mobile Screening Units</li> <li>▪ COSHH &amp; Best Practice</li> <li>▪ Eye sight Screening</li> <li>▪ Workstation Assessments</li> <li>▪ Working Time Regulation Screening</li> </ul>
<p>Employee Management Services Risk</p> <ul style="list-style-type: none"> <li>▪ Health Assessment Questionnaires</li> <li>▪ Workplace Assessments</li> <li>▪ Mediation Services</li> <li>▪ Contingency Planning</li> <li>▪ Drug and Alcohol Screening</li> <li>▪ Vaccinations and Immunisation programme</li> </ul>	<p>Mental Health Services</p> <ul style="list-style-type: none"> <li>▪ Employee Assistance Programme</li> <li>▪ Work Focussed Therapy including; Counselling &amp; CBT</li> <li>▪ Stress Risk Assessments</li> <li>▪ Stress Management Training</li> <li>▪ Resilience Training and Support</li> <li>▪ Mindfulness Workshops</li> </ul>
<p>Wellbeing Services</p> <ul style="list-style-type: none"> <li>▪ Wellbeing Strategy &amp; Policy Review</li> <li>▪ Digital Health &amp; Wellbeing Platform</li> <li>▪ Targeted Health Promotions</li> </ul>	



<ul style="list-style-type: none"><li>▪ Annual Health &amp; Wellbeing Engagement plan</li><li>▪ Health Coaching</li><li>▪ Wellbeing Workshops &amp; Seminars</li><li>▪ Health Screening</li></ul>	
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