DocuSign Envelope ID: E6C5AF81-545E-4B0A-B6AB-A24D3E47B0
DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

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

Order Form

CALL-OFF REFERENCE:	BC-15277
THE BUYER:	National Health Service Commissioning Board (operating as NHS England)
BUYER ADDRESS	Quarry House, Quarry Hill, Leeds, LS2 7UE
THE SUPPLIER:	Health Management Ltd
SUPPLIER ADDRESS:	18c Meridian East, Meridian Business Park, Leicester, Leicestershire, LE19 1WZ
REGISTRATION NUMBER:	04369949
DUNS NUMBER:	N/A
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables.
It's issued under the Framework Contract with the reference number RM6182 for the provision of Occupational Health Services.

CALL-OFF LOT(S):
Lot 2

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.

2. Joint Schedule 1(Definitions and Interpretation) RM6182.

3. The following Schedules in equal order of precedence:

   - Joint Schedules for RM6182
     - Joint Schedule 2 (Variation Form)
     - Joint Schedule 3 (Insurance Requirements)
     - Joint Schedule 4 (Commercially Sensitive Information)
     - Joint Schedule 6 (Key Subcontractors)
     - Joint Schedule 10 (Rectification Plan)
     - Joint Schedule 11 (Processing Data)
   - Call-Off Schedules for RM6182
     - Call-Off Schedule 2 (Staff Transfer)
     - Call-Off Schedule 3 (Continuous Improvement)
     - Call-Off Schedule 14 (Service Levels)
     - Call-Off Schedule 16 (Benchmarking)

4. CCS Core Terms (version 3.0.8)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6182

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

CALL-OFF SPECIAL TERMS

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

CALL-OFF START DATE: 04th November 2022

CALL-OFF EXPIRY DATE: 05th November 2023

CALL-OFF INITIAL PERIOD: 12 months with an optional break clause on 1st April 2023. Option to extend for 12 months (Maximum contract term of 24 months ending on the 4th November 2024. The maximum value of the Order Form including any extension shall be £200,000, and the Buyer agrees the Supplier shall not be obliged to provide services which would result in this figure being exceeded)

CALL-OFF DELIVERABLES

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

As per Lot 2 of the Framework schedule 1 specification.

DocuSign Envelope ID: F6C5AF81-545F-4B0A-B6AB-
DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is 150% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £80,000

CALL-OFF CHARGES

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

NHS England, will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NHS England, must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. Invoices should clearly state as a minimum:

- Organisational entity that ordered the goods and services, that is NHS England, TDA or Monitor
- Purchase order number
- Contact name (Directorate)
- Clear description, costs including VAT (if applicable)
- More information is available from NHSSBS Good invoicing practice NHS SBS - Good Invoicing Practice.

All invoices should be submitted electronically via Tradeshift. Tradeshift is a free to use service for suppliers, registration is completed directly by the supplier and is integrated with ISFE (Finance system). Full guidance for suppliers is available at: Welcome to NHS SBS's Tradeshift Network.

Once registered suppliers will submit invoices directly to this platform. Note that any invoice submitted without a Purchase Order it will be rejected.

DocuSign Envelope ID: F6C5AF81-515F-4D81-B018-
DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

If you are an SME supplier or low volume supplier then the web-based portal at http://www.tradeshift.com/supplier/nhs-sbs/ is likely to be the best solution.

If you are a high volume supplier, you may wish to integrate to the Tradeshift platform for invoice automation. If you are interested in integrating please contact SBS-W.e-invoicingqueries@nhs.net.

BUYER'S INVOICE ADDRESS:
Phoenix House NHS SBS Topcliffe Lane Tingley WF3 1WE

BUYER'S AUTHORISED REPRESENTATIVE
[redacted]

BUYER'S ENVIRONMENTAL POLICY
Available online at: https://www.england.nhs.uk/wp-content/uploads/2018/05/nhse-sustainable-development-management-plan-2018-2020.pdf

BUYER'S SECURITY POLICY
Available online at: https://www.england.nhs.uk/wp-content/uploads/2016/12/information-security-policy-v4.0.pdf

SUPPLIER'S AUTHORISED REPRESENTATIVE
[redacted]

SUPPLIER'S CONTRACT MANAGER
[redacted]

PROGRESS REPORT FREQUENCY
Quarterly

PROGRESS MEETING FREQUENCY
Quarterly

KEY STAFF
[redacted]

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

[redacted]

KEY SUBCONTRACTOR(S)

VITA Health Group(Physiotherapy and WSA)

COMMERCIALLY SENSITIVE INFORMATION

1. Pricing and Financial Information
2. Information on Health Management Delivery Model & Information technology

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).
The Service Credit Cap is: 10% of the total monthly value of the contract
The Service Period is: Monthly
A Critical Service Level Failure is: As per the table within schedule 14 Annex A to Part A Lot 1,2 and 4

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

SOCIAL VALUE COMMITMENT

See schedule 5

[redacted]

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

Joint Schedule 11 (Processing Data)

Status of the Controller

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

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

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

(c) "Joint Controller" with the other Party;

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

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

Where one Party is Controller and the other Party its Processor

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

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

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

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

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

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

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

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

(a) Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data)*, unless the Processor is required to do otherwise by Law. If it

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

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

(i) nature of the data to be protected;

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

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that :

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

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

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

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

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

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

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

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

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

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound,

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

uses its best endeavours to assist the Controller in meeting its obligations); and

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

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

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

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

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

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

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

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

(f) becomes aware of a Personal Data Breach.

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

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

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

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

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

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

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

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

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

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

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

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

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

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

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

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

(b) obtain the written consent of the Controller;

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

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

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

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

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

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

Where the Parties are Joint Controllers of Personal Data

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

Independent Controllers of Personal Data

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

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

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

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

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

(a) to the extent necessary to perform their respective obligations under the Contract;

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

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

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

23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30

12

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

GDPR and shall make the record available to the other Party upon reasonable request.

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

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

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

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

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

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

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

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

(c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and

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

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

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

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

Annex 1 - Processing Personal Data

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

1.1 The contact details of the Relevant Authority's Data Protection Officer are: **Carol.mitchell5@nhs.net**

1.2 The contact details of the Supplier's Data Protection Officer are: DPO@maximusuk.co.uk

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

[redacted]

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

[redacted]	

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

Annex 2 - Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2-15 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/NHS England]:

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

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

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

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

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

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

2. Undertakings of both Parties

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

(a) report to the other Party every three months on:

17 K

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

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

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

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

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

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

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

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

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

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

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

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

18L

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

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

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

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

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

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

(i) nature of the data to be protected;

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

(ii) state of technological development; and

(iv) cost of implementing any measures;

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

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

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

3. Data Protection Breach

3.1 Without prejudice to clause 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Relevant Authority and its advisors with:

(a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;

(b) all reasonable assistance, including:

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

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

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

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

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

(a) the nature of the Personal Data Breach;

(b) the nature of Personal Data affected;

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

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

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

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

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

4. Audit

4.1 The Supplier shall permit:

(a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or

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

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

5. Impact Assessments

5.1 The Parties shall:

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

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

6. ICO Guidance

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

7. Liabilities for Data Protection Breach

This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

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

(a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

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

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

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

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

22

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

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

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

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

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

8. Termination

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

9. Sub-Processing

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

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

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

10. Data Retention

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

231

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

25L

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

Call-Off Schedule 14 (Service Levels)

1. Definitions

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

"Amber Service Level Performance Measure"	shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;
"Critical Service Level Failure"	means a failure to meet a Red Service Level Performance Measure for a Critical Service Level defined in the Order Form;
"Green Service Level Performance Measure"	shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;
"Red Service Level Performance Measure"	shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in the Annex to Part A of this Schedule;
"Service Credits"	1 any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	2 has the meaning given to it in the Order Form;
	3
"Service Level Failure"	4 means a failure to meet the Service Level Performance Measure in respect of a Service Level as follows: i) the Supplier's performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period; ii) the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Service Periods; iii) the Supplier's performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and

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

"Service Level Performance Measure"	5 A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	6 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.

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

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

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

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

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

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

2.4.2 the Service Level Failure:

(a) exceeds the relevant Service Level Threshold;

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

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

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

17
L

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

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

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

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

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

2.5.3 there is no change to the Service Credit Cap.

3. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

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

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

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

Part A: Service Levels and Service Credits

1. Service Levels

If the level of performance of the Supplier:

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

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

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

1.a.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;

1.a.2 instruct the Supplier to comply with the Rectification Plan Process;

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

1.a.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or

1.a.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

2. Service Credits

2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.

Annex A to Part A: Services Levels and Service

LOTS 1, 2 AND 4 ONLY - BASELINE SERVICE LEVELS FOR OCCUPATIONAL HEALTH SERVICES:

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	Critical Service Level
Online Portal	Online Portal to be available fifty two (52) weeks a year, Monday to Friday 08:00 to 18:00, excluding Public and Bank Holidays, except for agreed downtime and maintenance which will be agreedwith the Contracting Authorities at least seventytwo	<98%	>= 98% and < 100%	100%		Critical Service Level

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	(72) hours in advance of such work being carried. Note: Some Contracting Authorities may require Services provided outside of these core hours and this will be agreedat Call Off contract					
Telephone Support Services	All telephone support line Services to be available Monday to Friday 08:00 to 18:00, fifty-two (52) weeks a year (or as defined by the Contracting Authorities) excluding public and bank holidays.	< 98%	>= 98% and < 100%	100%		Critical Service Level
	Occupational Health Physicians and Occupational Health Advisors to be available Monday to Friday 08:00 to 18:00, fifty two (52) weeks a year (or as defined by the Contracting Authorities) excluding public and bank holidays	< 98%	>= 98% and < 100%	100%		Critical Service Level
	All calls to be answered within five (5) rings	< 97%	>= 97% and < 98%	>= 98%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	All telephone messages and emails to be responded to within 24 hours	<97%	>= 98% and < 98%	>= 98%		
Case Management	Occupational Health Advisor or Occupational Health Physician face to face consultation to be held and report to be provided within 15 working days of Contracting Authorities Personnel referral (including confirmation of appointment to the employee and line manager)	<97%	>= 97% and < 99%	>= 99%		
	Occupational Health Advisor telephone consultation to be held and report to be delivered within four (4) working days of Contracting Authorities Personnel referral	<98%	>= 98% and < 100%	100%		
	Occupational Health Physician telephone consultation to be held and report to be delivered within seven (7) working days of Contracting	<98%	>= 98% and < 100%	100%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	Authorities Personnel referral					
	All written case reports to be right first time (with correct level of information and details)	<98%	>= 98% and < 100%	100%		
	Notification to the Contracting Authorities of an employee failing to attend appointment within one (1) working day of appointment being missed.	<100%		100%		
	On-site Occupational Health professionals to be available at the times agreed, including scheduled replacement Supplier Personnel.	<100%		100%		
	File opinion to be delivered to the Contracting Authorities within five (5) working days on receipt of request.	<98%	>= 98% and < 100%	100%		
	Single case conferences to take place within 5 working days of	<98%	>= 98% and < 100%	100%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	request of Contracting Authorities					
	Multiple case conference (including collation of referrals) to take place within ten (10) working days of request	<98%	>= 98% and < 100%	100%		
Further Medical Evidence	Further Medical Evidence report requested from a specialist or General Practitioner within two (2) days of the need having been identified by the Supplier	< 100%		100%		
Ill Health retirements	Medical opinion to support ill health retirement applications to be delivered within ten (10) working days of request	<97%	>= 97% and < 100%	100%		
Health Surveillance and Fitness for Task	All health surveillance, monitoring and specialist fit for taskassessments and reports to be completed within ten (15) working days of referral.	<97%	>= 97% and < 100%	100%		Critical Service Level
	All paper based screening or assessmentsto be completed within three (3) working days of referral	<98%	>= 98% and < 100%	100%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	All surveillance and assessments scheduled on a Contracting Authority's annual plan to be completed on time	<97%	>= 97% and < 99%	>= 99%		
Pre-Appointmnet and Pre-Enrolment Checks	Delivery of report to Contracting Authorities following online screening within twenty four (24) hours	<97%	>= 97% and < 99%	>= 99%		
	Occupational Health Adviser writtenopinion following online assessment tobe delivered to the Contracting Authorities within two (2) working days	<98%	>= 98% and < 100%	100%		
	Telephone assessment of Contracting Authorities Personnel within three (3) working days of request.	<95%	>= 95% and < 99%	>=99%		
	Face to face Contracting Authorities Personnel assessment within five (5) working days of request.	<95%	>= 95% and < 99%	>=99%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	Written opinion following telephone and face-to-face assessment tobe be recived by Contracting Authorities within two (2) working days of the assessment.	<95%	>= 95% and < 99%	>=99%		
Physiotherapy	Physiotherapy telephone assessment within four (4) working days of request	<97%	> = 97% and < 99%	>=99%		
	Appointment and first face-to-face physiotherapy sessionto take place within seven (7) calendar days of referral	<97%	> = 97% and < 99%	>=99%		
	Report delivered to Contracting Authorities within two (2) working days of completion of treatment	<97%	> = 97% and < 99%	>=99%		
Assessments	For all Contracting Authorities Personnel assessmentslisted below : ten (15) working days from referral to delivery of report: • Workplace / Workstation Assessments • Occupational Therapy	< 97%	> = 97% and < 99%	> = 99%		

3 of

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	• Specialist assessments for sight and hearing • Dyslexia assessment • Specialist assessments for disabled employees • Support Worker assessment					
Complaints	All customer Complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%		
	Customer complaints to be resolved within ten (10) working days	< 97%	> = 97% and < 99%	> = 99%		
Customer Satisfaction	All customer satisfaction surveys to meet agreedtarget measures	< 90%	> = 90% and < 95%	> = 95%		
Contract Management	All invoices right first time, provided with supporting Data and received at the agreedtimes	< 97%	> = 97% and < 99%	> = 99%		
	Account management support available Monday to Friday 8am -6pm with responses to queries from the Contracting Authorities	< 97%	> = 97% and < 99%	> = 99%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	within one (1) Working Day					
Management Information	Management Information delivered at agreed periods with Contracting Authorities (defined at Call Off stage)	<100%		100%		
	All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary Questions will be provided within the timelines outlined for each request by the Contracting Authorities	<100%		100%		

LOTS 1 AND 3 ONLY: BASELINE SERVICE LEVELS FOR EMPLOYEE ASSISTANCE PROGRAMMES:

		Service Level Performance Measure				
Service Level Performance Criterion	**Description**	**Service Level– Fail RED**	**Service Level – Warning AMBER**	**Service Level – Pass GREEN**	**Service Credit Payable (%)**	**Critical Service Level**

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

Telephone Support Services	All telephone support line Services to be available twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year	< 98%	>= 98% and < 100%	100%		Critical Service Level
	Urgent or 'red flag' cases will be matched immediately for telephone support	<100%		100%		Critical Service Level
	All calls to be answered within five (5) rings	< 97%	>= 97% and < 98%	>= 98%		
	Call abandonment rate to be less than two (2)%	<97%	>= 98% and < 100%	>= 99%		
	Initial call back to Contracting Authorities Personnel following triage to take place within two (2) hours	<98%	>= 98% and < 100%	100%		
	All queries not requiring counselling Services to be completed within twenty four (24) hours.	<97%	>= 97% and < 98%	>= 98%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

Online Portal	Online Portal to be available twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year a day except for agreed downtime and maintenance which will be agreed with the Contracting Authorities at least seventy two (72) hours in advance of such work being carried out.	<97%	>= 98% and < 99%	>= 99%		
Counselling Services	Counselling Services to be available twenty four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year	<100%		100%		Critical Servic e Level
	Urgent or red flag cases will have first face to face counselling session offered within twenty four hours of first contact (if	<100%		100%		Critical Servic e Level

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	need determined)					
	All counselling appointments (telephone, e-counselling or face to face) to be arranged within 48 hours of first contact	< 98%	>= 98% and < 100%	100%		
	Initial counselling session to take place within 5 days of first contact	<97%	>= 98% and < 99%	>= 99%		
	Where the need for a fast track referral to counselling has been identified by the Supplier, the appointment shall be booked within two (2) days of referral	< 98%	>= 98% and < 100%	100%		
	Face-to-face counselling appointments to be offered within 1 hour's travelling distance by public transport of Contracting Authorities	<97%	>= 98% and < 99%	>= 99%		

4 of 4

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	Personnel home office location					
Trauma and Critical Incident Support	Where critical incident procedures have been invoked, all employees (including those overseas) must have access to designated telephone support within two (2) hours of notification	< 100%		100%		Critical Service Level
	A workplace site presence with the appropriate number of skilled Supplier Personnel available within forty eight (48) hours	< 100%		100%		
Complaints	All complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%		
	All Complaints to be updated at an interval of every two (2)	< 97%	> = 97% and < 99%	> = 99%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	Working Days					
Customer Satisfaction	All customer satisfaction surveys to meet agreed target measures	< 90%	> = 90% and < 95%	> = 95%		
Contract Management	All invoices right first time, provided with supporting data and received at the agreed times	< 97%	> = 97% and < 99%	> = 99%		
	Account management support available Monday to Friday 8am - 6pm with responses to queries from the Contracting Authorities within one (1) Working Day	< 97%	> = 97% and < 99%	> = 99%		
Management Information	Management Information delivered at agreed periods with Contracting Authorities (defined at Call Off stage)	<100%		100%		

42
4

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentar y Questions will be provided within the timelines outlined for each request by the Contracting Authorities	<100%		100%		

LOT 5 ONLY - BASELINE SERVICE LEVELS FOR EYE CARE SERVICES:

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
Online Portal	Web Portal to be available Monday to Friday 08:00 – 18:00	<98%	>= 98% and < 100%	100%		Critical Service Level
	Issue of eye care voucher within one (1) working day of receipt of request	<97%	>= 97% and < 99%	>= 99%		Critical Service Level

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

DSE Eyesight tests	DSE eyesight tests to be booked within ten (10) working days of request for appointment	<100%		100%		
Fitting of prescription DSE spectacles	Supply and fit lenses into DSE spectacles after order placed within seven (7) working days	<97%	>= 97% and < 99%	>= 99%		
Safety Eye Care Eye Sight Tests	Safety eyesight tests to be booked within ten (10) working days of request for appointment	<100%		100%		
Fitness for Task eyesight test	All appointments to be booked within ten (10) working days of request for appointment	< 98%	>= 98% and < 100%	100%		
	Test Reports to be delivered within two (2) working days of the completion of the test	<97%	>= 97% and < 99%	>= 99%		
Colour Vision eyesight test	All appointments to be booked within ten (10) working days of request for appointment	<97%	>= 97% and < 99%	>= 99%		
	Test Reports to be delivered within two (2) working days of	<97%	>= 97% and < 99%	>= 99%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	the completion of the test					
Safety Eyewear	Delivery of fitted lenses into prescription safety spectacles, prescription polarised spectacles, prescription sunglasses and prescription reaction spectacles within seven (7) working days of order being placed	<97%	>= 97% and < 99%	>= 99%		
	Delivery of fitted occupational lenses and prescription lens inserts within ten (10) working days of an order being placed	<97%	>= 97% and < 99%	>= 99%		
After Sales Service	After Sales Services to be delivered within five (5) working days following appointment	<97%	>= 97% and < 99%	>= 99%		
Call Off Contract Management	All customer complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%		

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

	Customers to be updated regarding complaints resolution at an interval of every two (2) Working Days until Complaint resolved	< 97%	> = 97% and < 99%	> = 99%		
	All customer satisfaction surveys to meet agreed target measures	< 90%	> = 90% and < 95%	> = 95%		
Telephone and Email Support Services	Telephone support services to be available Monday – Friday, 09:00 to 17:00	<100%		100%		
	All queries to Email support Service to be responded to within one (1) working day	<100%		100%		

Credits Table

Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)	=	x% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

this Service Level in a Service Period)

Part B: Performance Monitoring

3. Performance Monitoring and Performance Review

3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;

3.2.3 details of any Critical Service Level Failures;

3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

3.2.6 such other details as the Buyer may reasonably require from time to time.

3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;

3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant

DocuSign Envelope ID: 3B038E20-7F19-4AFF-82AE-743C82ED6159

meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

4. Satisfaction Surveys

4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract

48