

CONTRACT BETWEEN

**MINISTRY OF DEFENCE (DEFENCE
MEDICAL SERVICE)**

AND

**HEALTH CARE RESOURCE GROUP
LTD**

**THE PROVISION OF SERVICES UNDER
FRAMEWORK AGREEMENT RM6158 – FLEXIBLE
RESOURCE POOL – STAFF BANK**

Order Form

CALL-OFF REFERENCE: MOD CONTRACT CCS CONTRACT REFERENCE	701547463 CCCB20A01
THE CONTRACTING AUTHORITY:	Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland
CONTRACTING AUTHORITY ADDRESS	Flexible Healthcare Resourcing Project Team Healthcare Plans, Coltman House, DMS Whittington, Lichfield, WS14 9PY
THE SUPPLIER:	Health Care Resource Group Ltd
SUPPLIER ADDRESS:	8 Tiger Court, Kings Business Park, Kings Drive, Prescot, Merseyside L34 1BH
REGISTRATION NUMBER:	06357982
DUNS NUMBER:	210127331
SID4GOV ID:	Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of this Call-Off Deliverables and dated Wednesday 17th November 2021.

It's issued under the Framework Contract with the reference number RM6158 for the provision of Flexible Resource Pool – Staff Bank.

CALL-OFF LOT(S):

Not applicable

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 this Call-Off Special Terms
2. The Core Terms and Joint Schedule 1 (Definitions and Interpretation)
RM6158
3. Call-Off Schedule 20- The Call-Off Specification
4. Call-Off Schedule 9 (Security) and Call-Off Schedule 17 (MOD Terms)
5. The following Schedules in equal order of precedence:

- **Joint Schedules for RM6158**

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee) No Applicable
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)

- **Call-Off Schedules for 700596380**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 11 (Installation Works)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14 (Service Levels)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 18 (Background Checks)

6. CCS Core Terms (version 3.0.5)

7. Joint Schedule 5 (Corporate Social Responsibility) **RM6158**
8. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of this Call-Off Tender that offer a better commercial position for the Contracting Authority (as decided by the Contracting Authority) take precedence over the documents above.
9. Supplier's solution

No other Supplier terms are part of this 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:

Special Term 1: The Contracting Authority entered into this Contract for the Supplier to provide the Services to the Authority on a non-exclusive basis in accordance with this Call-Off Contract.

Special Term 2: There will be no obligation for the Contracting Authority to place an order for Services with the Supplier under this Call-Off Contract during the Term.

CALL-OFF START DATE: Wednesday 17th November 2021

CALL-OFF EXPIRY DATE: Friday 15th November 2024

CALL-OFF INITIAL PERIOD: 3 years 0 months

CALL- OFF EXTENTION PERIOD: 1 year 0 month from Friday 15th November 2024 until Friday 14th November 2025.

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The total value for this contract shall not exceed £48,671,555.00 ex VAT which excludes any contract extension options.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 in Call off Schedule 5 (Framework Prices)

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 Contracting Authority and the Supplier because of:

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

In accordance with DEFCON 522 'Payment and Recovery of Sums Due'

CONTRACTING AUTHORITY'S INVOICE ADDRESS:

Invoices to be submitted to Exostar

DMS Whittington, Tamworth Road, Lichfield, WS14 9PY

CONTRACTING AUTHORITY'S AUTHORISED REPRESENTATIVE

REDACTED TEXT

DepHd, UK Strategic Command

Ministry of Defence, Bldg. 410,

PJHQ Northwood

HA6 3HP

CONTRACTING AUTHORITY'S ENVIRONMENTAL POLICY

Health Safety and Environmental Protection Policy

(UKStratCom SOP 0001)

Version 1.6

Date of Issue: August 2020

Call-Off Schedule 17 (MOD Terms)

CONTRACTING AUTHORITY'S SECURITY POLICY

This Call-Off Contract Security Aspects Letter – Call-Off Schedule 9 (Security)

Appendix 1

DEFCON 76 Edn 12/06 – Contractor's Personnel at Government Establishments

DEFCON 531 Edn 11/14 – Disclosure of Information

DEFCON 659A Edn 02/17 – Security Measures

DEFCON 660 Edn 12/15 – Official Sensitive Security Requirements

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT

Health Care Resourcing Group Limited

8 Tiger Court, Kings Business Park, Kings Drive

Prescot, Merseyside

L34 1BH

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT

Health Care Resourcing Group Limited

8 Tiger Court, Kings Business Park, Kings Drive

Prescot, Merseyside
L34 1BH

PROGRESS REPORT FREQUENCY

In accordance with Call-Off Schedule 15 (Call-Off Contract Management)

PROGRESS MEETING FREQUENCY

To be agreed during the Mobilisation Period as per Call-Off Schedule 20 (Call-Off Specification).

KEY STAFF

REDACTED TEXT

KEY SUBCONTRACTOR(S)

LocumTap Ltd (t/a Patchwork Health)

Address:

Provost & East Building, 145 City Road, London, England, EC1V 1AZ

Contact: REDACTED TEXT

Email: REDACTED TEXT

REDACTED TEXT

DATA CONTROLLER RELATIONSHIP:

For the purposes of the Contract, the Parties shall be Independent Controllers as defined in the General Data Protection Regulation 2018.

COMMERCIALLY SENSITIVE INFORMATION

Will include the following

Pricing Schedule

Key Performance Indicators KPIs

Names and Addresses of individuals

Service Credits

Suppliers Management Information

TUPE

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 7% of monthly Charges (Call-Off Contract Management Fee and Hourly Transactional Fee)

The Service Period is: one Month.

ADDITIONAL INSURANCES

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Contracting Authority:	
Signature:	REDACTED TEXT	Signature:	REDACTED TEXT
Name:	REDACTED TEXT	Name:	REDACTED TEXT
Role:	REDACTED TEXT	Role:	REDACTED TEXT
Date:	REDACTED TEXT	Date:	REDACTED TEXT

Contract Terms and Schedules

Contents

Order Form	2
Contract Terms and Schedules.....	1
Core Terms	5
1. Definitions used in this Call-Off Contract	6
2. Introduction.....	6
3. What needs to be delivered	6
4 Pricing and Payments.....	7
5. The Contracting Authority's obligations to the Supplier	9
6. Record keeping and reporting	9
7. Supplier Staff	10
8. Rights and protection.....	10
9. Intellectual Property Rights (IPRs).....	11
10. Ending the Contract.....	12
11. How much you can be held responsible for	15
12. Obeying the law.....	16
13. Insurance.....	16
14. Data protection	16
15. What you must keep confidential.....	17
16. When you can share information	18
17. Invalid parts of the Contract.....	19
18. No other terms apply	19
19. Other people's rights in the Contract	19
20. Circumstances beyond your control	19
21. Relationships created by the Contract.....	20
22. Waiver	20
23. Transferring responsibilities.....	20
24. Changing the Contract Variation (Amendment)	21
25. How to communicate about the Contract Notices.....	22
26. Dealing with claims.....	22
27. Preventing fraud, bribery and corruption	23
28. Equality, diversity and human rights	24
29. Health and safety.....	24
30. Environment	24

31.	Tax	24
32.	Conflict of interest.....	25
33.	Reporting a breach of the Contract.....	26
34.	Resolving disputes	26
35.	Which law applies.....	27
	Joint Schedules.....	28
	Call Off Contract and Joint Schedule 1 (Definitions)	29
	Joint Schedule 2 (Variation Form)	84
	Joint Schedule 3 (Insurance Requirements)	86
	ANNEX: REQUIRED INSURANCES.....	89
	Joint Schedule 4 (Commercially Sensitive Information)	90
	Joint Schedule 5 (Corporate Social Responsibility)	91
	Joint Schedule 6 (Key Subcontractors)	95
	Joint Schedule 7 (Financial Difficulties).....	97
	ANNEX 1: RATING AGENCIES	101
	ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS	102
	Joint Schedule 8 (Guarantee)	103
	Annex 1 – Form of Guarantee	104
	Joint Schedule 9 (Minimum Standards of Reliability)	114
	Joint Schedule 10 (Rectification Plan).....	115
	Joint Schedule 11 (Processing Data)	117
	Joint Schedule 12 (Supply Chain Visibility)	131
	Call-Off Schedules	134
	Call-Off Schedule 1 (Transparency Reports)	135
	Annex A: List of Transparency Reports	136
	Call-Off Schedule 2 (Staff Transfer)	137
	2.1 Part A: Staff Transfer at the Start Date	138
	2.2 Part B: Staff transfer at the Start Date	141
	2.3 Part C: No Staff Transfer on the Start Date	145
	2.4 Part D: Pensions.....	147
	Annex D1: Civil Service Pensions Schemes (CSPS)	151
	Annex D2: NHS Pension Schemes	152
	Annex D3: Local Government Pension Schemes (LGPS).....	155
	Annex D4: Other Schemes.....	155

2.4 Part E: Staff Transfer on Exit	157
Call-Off Schedule 3 (Continuous Improvement)	163
Call-Off Schedule 4 (Call Off Tender).....	165
Call-Off Schedule 5 (Pricing Details)	355
Call-Off Schedule 6 (ICT Services)	370
Call-Off Schedule 7 (Key Supplier Staff)	378
[Annex 1- Key Roles].....	379
Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	381
Call-Off Schedule 9 (Security)	387
Part B – Annex 1: Baseline security requirements.....	397
Part B – Annex 2 - Security Management Plan	400
Call-Off Schedule 10 (Exit Management)	411
Call-Off Schedule 11 (Installation Works).....	418
Call-Off Schedule 12 (Clustering).....	419
Not Used	419
Call-Off Schedule 13 (Mobilisation Plan and Implementation Plan)	420
Part A – Mobilisation and Implementation	420
Call-Off Schedule 14 (Service Levels).....	425
Part A: Service Levels and Service Credits	427
Annex A to Part A: Services Levels and Service Credits Table	428
Part B: Performance Monitoring	432
Call-Off Schedule 15 (Call-Off Contract Management)	434
Call-Off Schedule 16 (Benchmarking)	452
Call-Off Schedule 17 (MOD Terms)	455
ANNEX 1 - DEFCONS & DEFFORMS	456
Call-Off Schedule 18 (Background Checks).....	458
Call-Off Schedule 19 (Scottish Law).....	459
Call-Off Schedule 20 (Call-Off Specification)	460
Call-Off Schedule 21 (Northern Ireland Law)	461
Call-Off Schedule 22 (Lease Terms)	462

Core Terms

1. Definitions used in this Call-Off Contract

1.1 In this Agreement, unless otherwise provided or the context otherwise requires, capitalised expressions shall have the meanings set out in Joint Schedule 1 (Definitions).

2. Introduction

2.1 The Supplier is eligible for the award of Call-Off Contracts during the Framework Contract Period.

2.2 The Contracting Authority wishes to purchase Deliverables under the Framework Contract using Framework Schedule 7 (Call-Off Award Procedure) and stating its requirements using Framework Schedule 6 (Order Form Template and Call-Off Schedules).

2.3 This Call-Off Contract is a separate contract from the Framework Contract and survives the termination of the Framework Contract.

2.4 The Supplier acknowledges it has all the information required to perform its obligations under this Call-Off Contract. When information is provided by a Contracting Authority no warranty of its accuracy is given to the Supplier.

2.5 The Supplier is responsible for undertaking its own Due Diligence will not be excused from any obligation, or be entitled to additional Costs or Charges because it failed to either:

2.5.1 verify the accuracy of the Due Diligence Information to include, but not limited to, the likely volumes applicable; or

2.5.2 properly perform its own adequate checks.

2.6 CCS and the Contracting Authority shall not be liable for errors, omissions or misrepresentation of any information.

2.7 The Supplier warrants and represents that all statements made, and documents submitted as part of the procurement of Deliverables are and remain true and accurate for the Contract Period.

2.8 The Supplier shall flow down all the Terms and Conditions from this Call-Off Contract to its Subcontractors.

3. What needs to be delivered

3.1 All deliverables

3.1.1 The Supplier shall provide Deliverables in accordance with specification as set out in Call-Off Schedule 20(Call-Off Specification):

- 3.1.1.1 that comply with the Specification, the Framework Tender Response and this Call-Off Tender;
- 3.1.1.2 to a professional standard;
- 3.1.1.3 using reasonable skill and care;
- 3.1.1.4 using Good Industry Practice;
- 3.1.1.5 using its own policies, processes and internal quality control measures as long as they do not conflict with this Call-Off Contract;
- 3.1.1.6 on the dates agreed; and
- 3.1.1.7 that comply with Law.

3.2 Goods clauses

Not used

3.3 Services clauses

- 3.3.1 Late Delivery of the Services will be a Default of this Call-Off Contract.
- 3.3.2 The Supplier shall co-operate with the Contracting Authority and third-party suppliers on all aspects connected with the Delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions.
- 3.3.3 The Supplier shall at its own risk and expense provide all Supplier Equipment required to Deliver the Services.
- 3.3.4 The Supplier shall allocate sufficient resources and appropriate expertise to this Call-Off Contract.
- 3.3.5 The Supplier shall take all reasonable care to ensure performance does not disrupt the Contracting Authority's operations, employees or other suppliers.
- 3.3.6 The Supplier shall ensure all Services, and anything used to Deliver the Services, are of good quality and free from defects.
- 3.3.7 The Contracting Authority is entitled to withhold payment for partially or undelivered Services and doing so does not stop it from using its other rights under this Call-Off Contract.

4 Pricing and Payments

4.1 In exchange for the Deliverables, the Supplier shall invoice the Contracting Authority for the Charges in the Order Form.

4.2 All Charges:

- 4.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
- 4.2.2 include all costs connected with the Supply of Deliverables.

4.3 The Contracting Authority shall pay the Supplier the Charges within 30 days of receipt by the Contracting Authority of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the Order Form.

4.4 A Supplier invoice is only valid if it:

4.4.1 includes all appropriate references including this Call-Off Contract reference number and other details reasonably requested by the Contracting Authority;

4.4.2 includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any); and

4.4.3 does not include any Management Charge. The Supplier shall not charge the Contracting Authority in any way for the Management Charge).

4.5 The Contracting Authority may retain, or set-off payment of any amount owed to it by the Supplier where it notifies the Supplier and provides reasons.

4.6 The Supplier shall ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen the Contracting Authority can publish the details of the late payment or non-payment.

4.7 If the CCS or Contracting Authority can get more favourable commercial terms for the supply at cost of any materials, goods or services used by the Supplier to provide the Deliverables and that cost is reimbursable by the Contracting Authority, then the Contracting Authority may either:

4.7.1 require the Supplier to replace its existing commercial terms with the more favourable terms offered for the relevant items; or

4.7.2 enter into a direct agreement with the Subcontractor or third party for the relevant item.

4.8 If the Contracting Authority uses Clause 4.7 then the Framework Prices (and where applicable, the Charges) shall be reduced by an agreed amount by using the Variation Procedure.

4.9 The Contracting Authority's right to enter into a direct agreement for the supply of the relevant items is subject to both:

4.9.1 the relevant item being made available to the Supplier if required to provide the Deliverables; and

4.9.2 any reduction in the Framework Prices (and where applicable, the Charges) excluding any unavoidable costs that must be paid by the Supplier for the substituted item, including any licence fees or early termination charges.

4.10 The Supplier has no right of set-off, counterclaim, discount or abatement unless they are ordered to do so by a court.

5. The Contracting Authority's obligations to the Supplier

5.1 If Supplier Non-Performance arises from an Authority Cause:

5.1.1 the Contracting Authority cannot terminate a Contract under Clause 10.4.1;

5.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from Delay Payments, liability and Deduction under this Call-Off Contract

5.1.3 the Supplier is entitled to additional time equal to the period of delay caused by the Authority Cause to make the Delivery; and

5.1.4 the Supplier cannot suspend the ongoing supply of Deliverables

5.2 Clause 5.1 only applies if the Supplier:

5.2.1 gives notice to the Party responsible for the Authority Cause within 10 Working Days of becoming aware;

5.2.2 demonstrates that the Supplier Non-Performance only happened because of the Authority Cause; and

5.2.3 mitigated the impact of the Authority Cause.

6. Record keeping and reporting

6.1 The Supplier shall attend Monthly Progress Meetings with the Contracting Authority and provide Progress Reports when specified in the Order Form.

6.2 The Supplier shall keep and maintain full and accurate records and accounts on everything to do with this Call-Off Contract and Framework Contract for the Contract Period and for 7 years after the End Date.

6.3 The Supplier shall allow any Auditor access to their premises to verify all contract accounts and records of everything to do with this Call-Off Contract and the Framework Contract and provide copies for an Audit.

6.4 The Supplier shall provide information to the Auditor and reasonable co-operation at their request.

6.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

6.5.1 tell the Contracting Authority and give reasons;

6.5.2 propose corrective action; and

6.5.3 provide a deadline for completing the corrective action.

7. Supplier Staff

7.1 The Supplier Staff involved in the performance of this Call-Off Contract shall:

- 7.1.1 be appropriately trained and qualified;
- 7.1.2 be vetted using Good Industry Practice and the Security Policy in this Call- Off Contract Schedule 9 (Security) and Schedule 13 (Mobilisation Plan and Implementation Plan) paragraph 20; and
- 7.1.3 comply with all conduct requirements when on the Contracting Authority's Premises.

7.2 Where the Contracting Authority decides one of the Supplier's Staff is not suitable to work on this Call-Off Contract, the Supplier must replace them with a suitably qualified alternative.

7.3 If requested by the Contracting Authority, the Supplier shall replace any person whose acts or omissions have caused the Supplier to breach Clause 27.

7.4 The Supplier shall provide a list of Supplier Staff needing to access the Contracting Authority's Premises and say why access is required.

7.5 The Supplier indemnifies CCS and the Contracting Authority against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

8. Rights and protection

8.1 The Supplier warrants and represents that:

- 8.1.1 it has full capacity and authority to enter into and to perform this Call-Off Contract;
- 8.1.2 this Call-Off Contract is executed by its authorised representative
- 8.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
- 8.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform this Call-Off Contract;
- 8.1.5 it maintains all necessary rights, authorisations, licences and consents to perform its obligations under this Call-Off Contract;
- 8.1.6 it does not have any contractual obligations which are likely to have a material adverse effect on its ability to perform this Call-Off Contract;
- 8.1.7 it is not impacted by an Insolvency Event; and
- 8.1.8 it will comply with this Call-Off Contract.

8.2 The warranties and representations in Clauses 2.10 and 8.1 are repeated each time the Supplier provides Deliverables under this Call-Off Contract.

8.3 The Supplier indemnifies the Contracting Authority against each of the following:

8.3.1 wilful misconduct of the Supplier, Subcontractors and Supplier Staff that impacts this Call-Off Contract; and

8.3.2 non-payment by the Supplier of any tax or National Insurance.

8.4 All claims indemnified under this Call-Off Contract shall be dealt with in accordance with Clause 26.

8.5 The Contracting Authority may terminate this Call-Off Contract for breach of any warranty or indemnity provided by the Supplier in this Call-Off Contract.

8.6 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Contracting Authority.

8.7 The Supplier shall assign all third-party warranties and indemnities covering the Deliverables to the Contracting Authority.

9. Intellectual Property Rights (IPRs)

9.1 Each Party retains ownership of its own Existing IPRs. The Supplier grants the Contracting Authority a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to both:

9.1.1 receive and use the Deliverables; and

9.1.2 make use of the deliverables provided by a Replacement Supplier.

9.2 Any New IPR created under this Call-Off Contract is owned by the Contracting Authority. The Contracting Authority grants the Supplier a royalty-free, non-exclusive, non-transferrable licence to use any Existing IPRs and New IPRs for the purpose of fulfilling its obligations during the Contract Period, including the right to grant sub-licences to Subcontractors. The Supplier must receive written approval from the Contracting Authority prior to granting any sub-licence to a Subcontractor.

9.3 Where a Party acquires ownership of IPRs incorrectly under this Call-Off Contract it must do everything reasonably necessary to assign them in writing to the other Party on request and at its own cost.

9.4 Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing.

9.5 If there is an IPR Claim, the Supplier indemnifies the Contracting Authority against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of such claim.

9.6 If an IPR Claim is made or anticipated the Supplier shall at its own expense and the Contracting Authority's sole option, either:

9.6.1 obtain for the Contracting Authority the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or

9.6.2 replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the functionality or performance of the Deliverables.

10. Ending the Contract

10.1 This Call-Off Contract takes effect on the Call Off Start Date and ends on the Call Off End Date or earlier if required by Law.

10.2 The Contracting Authority may extend this Call-Off Contract for the Extension Period by giving the Supplier no less than 3 Months' written notice before this Call-Off Contract expires.

10.3 Ending the contract without a reason

10.3.1 The Contracting Authority has the right to terminate this Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if this Call-Off Contract is terminated in accordance with this Clause, Clauses 10.5.2 to 10.5.7 applies.

10.4 When the Contracting Authority can end the Contract

10.4.1 If any of the following events happen, the Contracting Authority has the right to immediately terminate this Call-Off Contract by issuing a Termination Notice to the Supplier:

10.4.1.1 there is a Supplier Insolvency Event;

10.4.1.2 there is a Supplier Default that is not corrected in line with an accepted Rectification Plan;

10.4.1.3 the Contracting Authority rejects a Rectification Plan, or the Supplier does not provide it within 10 days of the request;

10.4.1.4 the Supplier commits a material Default of this Call-Off Contract;

10.4.1.5 the Supplier commits a Default of Clauses 2.10, 9, 14, 15, 27, 32 of this Call-Off Contract or Framework Schedule 9 (Cyber Essentials) (where applicable);

10.4.1.6 the Supplier commits a consistent repeated failure to meet the DEFCON Performance Indicators in Framework Schedule 4 (Framework Management);

10.4.1.7 there is a Change of Control of the Supplier which is not pre-approved by the Contracting Authority in writing;

10.4.1.8 a Variation to this Call-Off Contract cannot be agreed by the Parties under Clause 24 (Changing the contract) or resolved using Clause 34 (Resolving disputes);

10.4.1.9 if the Contracting Authority discovers that the Supplier was in one of

the situations in 57 (1) or 57(2) of the Regulations at the time this Call-Off Contract or Framework Contract was awarded;

10.4.1.10 the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that this Call-Off Contract or Framework Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;

10.4.1.11 if the Supplier commits a Prohibited Act (Definitions); or

10.4.1.12 the Supplier or its Affiliates embarrass or bring CCS or the Contracting Authority into disrepute or diminish the public trust in them.

10.4.2 CCS may terminate the Framework Contract if a Contracting Authority terminates this Call-Off Contract for any of the reasons listed in Clause 10.4.1.

10.4.3 If there is a Default, the Contracting Authority may, without limiting its other rights, request that the Supplier provide a Rectification Plan within five (5) Working Days in accordance with Joint Schedule 10 (Rectification Plan).

10.4.4 When the Contracting Authority receives a requested Rectification Plan from the Supplier it can either:

10.4.4.1 reject the Rectification Plan or revised Rectification Plan, giving reasons; or

10.4.4.2 accept the Rectification Plan or revised Rectification Plan (without limiting its rights) and the Supplier must immediately start work on the actions in the Rectification Plan at its own cost, unless agreed otherwise by the Parties.

10.4.5 Where the Rectification Plan or revised Rectification Plan is rejected, the Contracting Authority:

10.4.5.1 must give reasonable grounds for its decision; and

10.4.5.2 may request that the Supplier to provide a revised Rectification Plan within five (5) Working Days.

10.4.6 If any of the events in 73 (1) (a) to (c) of the Regulations happen, the Contracting Authority has the right to immediately terminate this Call-Off Contract and Clause 10.5.2 to 10.5.7 applies.

10.5 What happens if the Contract ends

Where the Contracting Authority terminates this Call-Off Contract under Clause 10.4.1 all the following apply:

10.5.1 The Supplier is responsible for the Contracting Authority's reasonable costs of procuring Replacement Deliverables for the remainder of the Contract Period.

- 10.5.2 The Contracting Authority's payment obligations under the terminated Call-Off Contract stop immediately;
- 10.5.3 Accumulated rights of the Parties are not affected;
- 10.5.4 The Supplier shall promptly delete or return the Government Data except where required to retain copies by law;
- 10.5.5 The Supplier shall promptly return any of the Contracting Authority's property provided under this Call-Off Contract;
- 10.5.6 The Supplier shall, at no cost to the Contracting Authority, co-operate fully in the handover and re-procurement (including to a Replacement Supplier) of the Services and Deliverables;
- 10.5.7 The following Clauses survive the termination of this Call-Off Contract: 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

10.6 When the Supplier can end the Contract

10.6.1 The Supplier may issue a Reminder Notice if the Contracting Authority does not pay an undisputed invoice on time. The Supplier may terminate this Call-Off Contract if the Contracting Authority fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice.

10.6.2 If a Supplier terminates this Call-Off Contract under Clause 10.6.1:

- 10.6.2.1 the Contracting Authority shall promptly pay all outstanding Charges incurred to the Supplier;
- 10.6.2.2 the Contracting Authority shall pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence. The maximum value of this payment is limited to the total sum payable to the Supplier if this Call-Off Contract had not been terminated; and
- 10.6.2.3 Clauses 10.5.3 to 10.5.7 apply.

10.7 When Subcontracts can be ended

At the Contracting Authority's request, the Supplier must terminate any Subcontracts in any of the following events:

- 10.7.1 there is a Change of Control of a Subcontractor which is not pre-approved by the Contracting Authority in writing;
- 10.7.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 10.4; or
- 10.7.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Contracting Authority.

10.8 Partially ending and suspending the Contract

10.8.1 Where the Contracting Authority has the right to terminate this Call-Off Contract it can terminate or suspend (for any period), all or part of it. If the Contracting Authority suspends this Call-Off Contract, it may provide the Deliverables itself or buy them from a third party.

10.8.2 The Contracting Authority may only issue a Partial Termination or suspend this Call-Off Contract if the remaining parts of this Call-Off Contract can still be used to effectively deliver the intended purpose.

10.8.3 The Parties shall agree any necessary Variation required by Clause 10.8 using the Variation procedure (Clause 24), but the Supplier may not either:

10.8.3.1 reject the Variation; or

10.8.3.2 increase the Charges, except where the right to Partial Termination is under Clause 10.3.

10.8.4 The Contracting Authority can still use other rights available, or subsequently available to it if it acts on its rights under Clause 10.8.

11. How much you can be held responsible for

11.1 Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million.

11.2 No Party is liable to the other for:

11.2.1 any indirect Losses; or

11.2.2 Loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect)

11.3 In spite of Clause 11.2, neither Party limits nor excludes any of the following:

11.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;

11.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

11.3.3 any liability that cannot be excluded or limited by Law; or

11.3.4 its obligation to pay the required Management Charge or Default Management Charge.

11.4 In spite of Clauses 11.2, the Supplier does not limit or exclude its liability for any indemnity given under Clauses 7.5, 8.3, 9.5, 12.2 or 14.9 or Call-Off Schedule 2 (Staff Transfer) of this Call-Off Contract.

11.5 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Call-Off Contract, including any indemnities.

11.6 When calculating the Supplier's liability under Clause 11.2 the following items will not be taken into consideration:

11.6.1 Deductions; and

11.6.2 any items specified in Clauses 11.3 to 11.5.

12. Obeying the law

12.1 The Supplier shall use reasonable endeavours to comply with the provisions of Joint Schedule 5 (Corporate Social Responsibility).

12.2 The Supplier indemnifies the Contracting Authority against any costs resulting from any Default by the Supplier relating to any applicable Law.

12.3 The Supplier shall appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 12.1 and Clauses 27 to 32.

13. Insurance

The Supplier shall, at its own cost, obtain and maintain the Required Insurances in Joint Schedule 3 (Insurance Requirements) and any Additional Insurances in the Order Form.

14. Data protection

14.1 The Parties shall be Independent Controllers as defined in the General Data Protection Regulation 2018.

14.2 The Supplier shall process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).

14.3 The Supplier shall not remove any ownership or security notices in or relating to the Government Data.

14.4 The Supplier shall make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Contracting Authority copies every six (6) Months.

14.5 The Supplier shall ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the Security Policy and any applicable Security Management Plan.

14.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under this Call-Off Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Contracting Authority immediately and suggest remedial action.

14.7 If the Government Data is corrupted, lost or sufficiently degraded to be unusable the Contracting Authority may either:

- 14.7.1 require the Supplier to restore, or get restored, the Government Data as soon as practicable but no later than five (5) Working Days from the date that the Contracting Authority receives notice under Clause 14.5, or the Supplier identifies the issue, whichever is earlier; or
- 14.7.2 restore the Government Data itself or using a third party.

14.8 The Supplier shall pay each Party's reasonable costs of complying with Clause 14.6 unless CCS or the Contracting Authority directly caused the corruption, loss or degradation of the Government Data.

14.9 The Supplier:

- 14.9.1 shall provide the Contracting Authority with all Government Data in an agreed open format within ten (10) Working Days of a written request;
- 14.9.2 must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
- 14.9.3 must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
- 14.9.4 securely erase all Government Data and any copies it holds when asked to do so by CCS or the Contracting Authority unless required by Law to retain it; and
- 14.9.5 indemnifies CCS and the Contracting Authority against any and all Losses incurred if the Supplier breaches Clause 14 and any Data Protection Legislation.

15. What you must keep confidential

15.1 Except to the extent set out in the Clause 15 or where disclosure is expressly permitted elsewhere in this Call-Off Contract, each Party shall:

- 15.1.1 keep all Confidential Information it receives confidential and secure
- 15.1.2 not disclose, use or exploit the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, except for the purposes anticipated under this Call-Off Contract; and
- 15.1.3 immediately notify the Disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 A Recipient Party may disclose Confidential Information which it receives from the Disclosing Party in any of the following instances:

- 15.2.1 where disclosure is required by applicable Law or by a court with the relevant jurisdiction. If the Recipient Party is required by Law to disclose Confidential Information it shall as soon as reasonably practicable and to the extent permitted by Law, notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body

requiring such disclosure and, the affected Confidential Information;

15.2.2 if the Recipient Party already had the information without obligation of confidentiality before it was disclosed by the Disclosing Party;

15.2.3 if the information was given to it by a third party without obligation of confidentiality;

15.2.4 if the information was in the public domain at the time of the disclosure

15.2.5 if the information was independently developed without access to the Disclosing Party's Confidential Information;

15.2.6 to its auditors or for the purposes of regulatory requirements;

15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and

15.2.8 to the Serious Fraud Office where the Recipient Party has reasonable grounds to believe that the Disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under this Call-Off Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Contracting Authority at its request.

15.4 The Contracting Authority may disclose Confidential Information in any of the following cases:

15.4.1 on a confidential basis to the employees, agents, consultants and contractors of CCS or the Contracting Authority;

15.4.2 on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that CCS or the Contracting Authority transfers or proposes to transfer all or any part of its business to;

15.4.3 if CCS or the Contracting Authority (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

15.4.4 where requested by Parliament; and under Clauses 4.7 and 16.

15.5 For the purposes of Clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in Clause 15.

15.6 Transparency Information is not Confidential Information.

15.7 The Supplier, or Supplier Staff, must not make any press announcement or publicise this Call-Off Contract or any part of it in any way, without the prior written consent of the Contracting Authority.

16. When you can share information

16.1 The Supplier shall tell the Contracting Authority within 48 hours if it receives a Request for Information.

16.2 Within the required timescales the Supplier shall provide the Contracting Authority full co-operation and information needed so the Contracting Authority can:

16.2.1 publish the Transparency Information;

16.2.2 comply with any Freedom of Information Act (FOIA) request; or

16.2.3 comply with any Environmental Information Regulations (EIR) request.

16.3 The Contracting Authority may talk to the Supplier to help it decide whether to publish information under Clause 16. However, the extent, content and format of the disclosure is the Contracting Authority's decision, which does not need to be reasonable.

17. Invalid parts of the Contract

If any part of this Call-Off Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Call-Off Contract are not void or unenforceable be deemed to be deleted and the validity and/or unenforceability of the remaining provisions of this Call-Off Contract shall not be affected.

18. No other terms apply

This Call-Off Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

19. Other people's rights in the Contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of this Call-Off Contract unless expressly stated (referring to CRTPA) in this Call-Off Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20. Circumstances beyond your control

20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Call-Off Contract while the inability to perform continues, if it both:

20.1.1 provides a Force Majeure Notice to the other Party; and

20.1.2 uses all reasonable measures to mitigate the impact of the Force Majeure Event.

20.2 As soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provisions of the Services affected by the Force Majeure Event.

20.3 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Call-Off Contract.

20.4 Either Party can partially or fully terminate this Call-Off Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

20.5 Where a Party terminates under Clause 20.4:

20.5.1 each party must cover its own Losses; and

20.5.2 Clause 10.5.2 to 10.5.7 applies.

21. Relationships created by the Contract

Nothing in this Call-Off Contract shall create a partnership, joint venture or employment relationship between the Parties or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party. The Supplier shall represent themselves accordingly and ensure others do so.

22. Waiver

A partial or full waiver or relaxation of the terms of this Call-Off Contract is only valid if it is stated to be a waiver in writing to the other Party. A failure or delay by a Party in ascertaining or exercising a right or remedy provided under this Call-Off contract or by Law shall not constitute a waiver of that right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy shall prevent or restrict the further exercise of the at or any other right or remedy.

23. Transferring responsibilities

23.1 The Supplier shall not assign, novate or otherwise dispose of or create in trust in relation to any or all of its rights, obligations or liabilities under this Call-Off Contract without the Contracting Authority's prior written consent.

23.2 The Contracting Authority may assign, novate or transfer this Call-Off Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Contracting Authority.

23.3 When the Contracting Authority uses its rights under Clause 23.2 the Supplier must enter into a novation agreement in the form that the Contracting Authority specifies.

23.4 The Supplier may terminate this Call-Off Contract where it is novated under Clause 23.2 to a private sector body that is experiencing an Insolvency Event.

23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

23.6 If the Contracting Authority asks the Supplier for details about Subcontractors, the Supplier shall provide details of Subcontractors at all levels of the supply chain in accordance to Joint Schedule 9 (Key Subcontractors) Clause 1.4 including:

- 23.6.1 their name;
- 23.6.2 the scope of their appointment; and
- 23.6.3 the duration of their appointment,

24. Changing the Contract Variation (Amendment)

24.1 Either Party can request a Variation to this Call-Off Contract which is only effective if agreed in writing and signed by both Parties

24.2 The Supplier must provide an Impact Assessment either:

- 24.2.1 with the Variation Form, where the Supplier requests the Variation; or
- 24.2.2 within the time limits included in a Variation Form requested by the Contracting Authority.

24.3 If the Variation to this Call-Off Contract cannot be agreed or resolved by the Parties, the Contracting Authority can either:

- 24.3.1 agree that this Call-Off Contract continues without the Variation;
- 24.3.2 terminate this Call-Off Contract, unless the Supplier has already provided part or all of the provision of the Deliverables, or where the Supplier can show evidence of substantial work being carried out to provide them; or
- 24.3.3 refer the Dispute to be resolved using Clause 34 (Resolving Disputes)

24.4 The Contracting Authority is not required to accept a Variation request made by the Supplier.

24.5 If there is a General Change in Law, the Supplier shall bear the risk of the change and is not entitled to ask for an increase to the Framework Prices or the Charges.

24.6 If there is a Specific Change in Law or one is likely to happen during the Contract Period the Supplier shall give the Contracting Authority notice of the likely effects of the changes as soon as reasonably practical, including but not limited to whether they think any Variation is needed either to the Deliverables, Framework Prices, Charges or this Call-Off Contract and provide evidence:

- 24.6.1 that the Supplier has kept costs as low as possible, including in Subcontractor costs; and
- 24.6.2 of how the Specific Change in Law has affected the Supplier's costs.

24.7 Any change in the Framework Prices or relief from the Supplier's obligations because of a Specific Change in Law must be implemented using Clauses 24.1 to 24.4.

25. How to communicate about the Contract Notices

25.1 All notices under this Call-Off Contract must be in writing and are considered served on the Working Day of delivery as long as they are delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

25.2 Notices to the Contracting Authority must be sent to the Contracting Authority Authorised Representative's address or email address in the Order Form.

25.3 This Clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

26. Dealing with claims

26.1 If a Beneficiary is notified of a Claim then it must notify the Indemnifier as soon as reasonably practical and no later than ten (10) Working Days.

26.2 At the Indemnifier's cost the Beneficiary shall:

26.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim; and

26.2.1 give the Indemnifier reasonable assistance with the claim if requested.

26.3 The Beneficiary shall not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.

26.4 The Indemnifier shall consider and defend the Claim diligently using competent legal advisors and in a way that doesn't damage the Beneficiary's reputation.

26.5 The Indemnifier shall not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

26.6 Each Beneficiary shall take all reasonable steps to minimise and mitigate any losses that it suffers because of the Claim.

26.7 If the Indemnifier pays the Beneficiary money under an indemnity and the Beneficiary later recovers money which is directly related to the Claim, the Beneficiary must immediately repay the Indemnifier the lesser of either:

26.7.1 the sum recovered minus any legitimate amount spent by the Beneficiary when recovering this money; or

26.7.2 the amount the Indemnifier paid the Beneficiary for the Claim.

27. Preventing fraud, bribery and corruption

27.1 The Supplier shall not during any Contract Period:

27.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); or

27.1.2 do or allow anything which would cause the Contracting Authority, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them.

27.2 The Supplier shall during the Contract Period:

27.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Subcontractors to do the same;

27.2.2 keep full records to show it has complied with its obligations under Clause 27 and give copies to the Contracting Authority on request; and

27.2.3 if required by the Contracting Authority, within twenty (20) Working Days of the Start Date of this Call-Off Contract, and then annually, certify in writing to the Contracting Authority, that they have complied with Clause 27, including compliance of Supplier Staff, and provide reasonable supporting evidence of this on request, including its policies and procedures.

27.3 The Supplier shall immediately notify the Contracting Authority if it becomes aware of any breach of Clauses 27.1 or 27.2 or has any reason to think that it, or any of the Supplier Staff, has either:

27.3.1 been investigated or prosecuted for an alleged Prohibited Act;

27.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

27.3.3 received a request or demand for any undue financial or other advantage of any kind related to this Call-Off Contract; or

27.3.4 suspected that any person or Party directly or indirectly related to this Call-Off Contract has committed or attempted to commit a Prohibited Act.

27.4 If the Supplier notifies the Contracting Authority as required by Clause 27.3, the Supplier shall respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.

27.5 In any notice the Supplier gives under Clause 27.4 it must specify the:

27.5.1 Prohibited Act;

27.5.2 identity of the Party who it thinks has committed the Prohibited Act; and

27.5.3 action it has decided to take.

28. Equality, diversity and human rights

28.1 The Supplier shall follow all applicable equality Law when they perform their obligations under this Call-Off Contract, including:

28.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and

28.1.2 any other requirements and instructions which the Contracting Authority reasonably imposes related to equality Law.

28.2 The Supplier shall take all necessary steps, and inform the Contracting Authority of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) in respect of this Call-Off Contract.

29. Health and safety

29.1 The Supplier shall perform its obligations meeting the requirements of:

29.1.1 all applicable Law regarding health and safety; and

29.1.2 the Contracting Authority's current health and safety policy while at the Contracting Authority's Premises, as provided to the Supplier.

29.2 The Supplier and the Contracting Authority shall as soon as possible notify the other of any health and safety incidents or material hazards they 'are aware of at the Contracting Authority Premises that relate to the performance of this Call-Off Contract.

30. Environment

30.1 When working on Site the Supplier shall perform its obligations under the Contracting Authority's current Environmental Policy, which the Contracting Authority shall provide.

30.2 The Supplier shall ensure that Supplier Staff are aware of and comply with the Contracting Authority's Environmental Policy.

31. Tax

31.1 The Supplier shall not breach any tax or social security obligations and shall enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Contracting Authority cannot terminate this Call-Off Contract where the Supplier has not paid a minor tax or social security contribution.

31.2 Where the Charges payable under this Call-Off Contract are or are likely to exceed £5 million at any point during the relevant Contract Period, and an Occasion of Tax Non-Compliance occurs, the Supplier must notify the Contracting Authority of it

within five (5) Working Days including:

31.2.1 the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and any mitigating factors that it considers relevant; and

31.2.2 other information relating to the Occasion of Tax Non-Compliance that the Contracting Authority may reasonably need.

31.3 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under a Call-Off Contract, the Supplier must both:

31.3.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and

31.3.2 indemnify the Contracting Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

31.4 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier shall ensure that its contract with the worker contains the following requirements:

31.4.1 the Contracting Authority may, at any time during the Contract Period, request that the worker provides information which demonstrates they comply with Clause 31.3, or why those requirements do not apply. The Contracting Authority may specify the information the worker must provide and the deadline for responding;

31.4.2 the worker's contract may be terminated at the Contracting Authority's request if the worker fails to provide the information requested by the Contracting Authority within the time specified by the Contracting Authority;

31.4.3 the worker's contract may be terminated at the Contracting Authority's request if the worker provides information which the Contracting Authority considers is not sufficient to demonstrate how it complies with Clause 31.3 or confirms that the worker is not complying with those requirements; and

31.4.4 the Contracting Authority may supply any information they receive from the worker to HMRC for revenue collection and management.

32. Conflict of interest

32.1 The Supplier shall take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential Conflict of Interest.

32.2 The Supplier shall promptly notify and provide details to the Contracting Authority if a Conflict of Interest happens or is expected to happen.

32.3 The Contracting Authority can terminate this Call-Off Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

33. Reporting a breach of the Contract

33.1 As soon as it is aware of it the Supplier shall report to the Contracting Authority any actual or suspected breach of:

- 33.1.1 Law;
- 33.1.2 Clause 12.1; and
- 33.1.3 Clauses 27 to 32.

33.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in Clause 33.1 to the Contracting Authority or a Prescribed Person.

34. Resolving disputes

34.1 If there is a Dispute, the senior representatives of the Parties who have authority to settle the Dispute will, within ten (10) Working Days of a written request from the other Party, meet in good faith to resolve the Dispute.

34.2 If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5.

34.3 Unless the Contracting Authority refers the Dispute to arbitration using Clause 34.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

- 34.4.1 determine the Dispute;
- 34.4.2 grant interim remedies; or
- 34.4.3 grant any other provisional or protective relief.

34.4 The Supplier agrees that the Contracting Authority has the exclusive right to refer any Dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the Dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

34.5 The Contracting Authority has the right to refer a Dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under Clause 34.3, unless the Contracting Authority has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties shall do everything necessary

to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under Clause 34.4.

34.6 The Supplier cannot suspend the performance of this Call-Off Contract during any Dispute.

35. Which law applies

This Call-Off Contract and any issues (whether contractual or non-contractual) arising out of, or connected to it, shall be governed by and construed in accordance with English law. Subject to Clause 34. The Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Call-Off Contract of its subject matter or formation.

Joint Schedules

Call Off Contract and Joint Schedule 1 (Definitions)

1.1 In this Call-Off Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions)

1.2 If a capitalised expression does not have an interpretation in this Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In this Call-Off Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

1.3.2 reference to a gender includes the other gender and the neuter;

1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under this Call-Off Contract;

1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear; references to "**Paragraphs**" are, unless otherwise provided,

1.3.9 references to the paragraph of the appropriate Schedules unless otherwise provided;

1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

1.3.11 the headings in this Call-Off Contract are for ease of reference only and shall not affect the interpretation or construction of this Call-Off Contract; and

1.3.12 where the Contracting Authority is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4 In this Call-Off Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Accommodation Cap"	a maximum financial value for each night that a Flexible Worker stays in hotel and/or bed and breakfast accommodation, as notified to the Flexible Worker by the Hiring Manager;
"Achieve"	in respect of an Evidence, to successfully pass such Review without any Performance Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved" , "Achieving" and "Achievement" shall be construed accordingly;
"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Administering Authority"	in relation to the Fund insert name , the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Alert Notice"	a notice issued by the Practitioner Performance Advice, which states that a Flexible Worker poses a significant risk of harm to Patients, staff or the public.
"Annex"	extra information which supports a Schedule;
"Annual Indicative Cost to Contracting Authority"	an indicative value to be incurred annually by the Contracting Authority which represents the entire cost of Services (including total pay to workers, WTR, ERNIC and the Charges).
"Annual Management Fee"	the maximum annual management charge for operation and management of the Flexible Resource Pool. This would not include any element of Mobilisation, or the Hourly Transaction Fee. This fee will cover all fixed costs, including staffing, technology and software, accommodation, corporate overheads and profit

"Annual Management Fee Invoice Submission Request"	a request made by the Supplier to the Contracting Authority to submit an invoice in a specific sum and in relation to Annual Management Fees, for payment.
"Approval"	the prior written consent of the Contracting Authority and "Approve" and "Approved" shall be construed accordingly;
"Approval Gate"	a break in a process which requires approving in order for the process to continue.
"Approval Dispute"	has the meaning set out in paragraph 5.38.12 of Call-Off Schedule 20 (Call-Off Specification)
"Approved Expenses Claim Report"	a report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Approved Timesheet Report"	a report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Armed Forces"	the UK's Army, Navy and Air Force.
"Audit"	<p>the Contracting Authority's right to:</p> <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Contracting Authority under this Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the applicable Law; e) verify the Supplier's and each Subcontractor's compliance with NHS Employer's CHECK Standards, or any successor or replacement standard, as amended or updated from time to time https://www.nhsemployers.org/your-workforce/recruit/employment-checks f) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Contracting Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;

	<p>h) obtain such information as is necessary to fulfil the Contracting Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>i) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>j) carry out the Contracting Authority's internal and statutory audits and to prepare, examine and/or certify the Contracting Authority's annual and interim reports and accounts;</p> <p>k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Authority has used its resources; or</p> <p>l) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Contracting Authority's internal and external auditors;</p> <p>b) the Contracting Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) the Contracting Authority's appointed Health Assurance Inspector;</p> <p>f) any party formally appointed by the Contracting Authority to carry out audit or similar review functions; and</p> <p>g) successors or assigns of any of the above;</p>
"Authority"	CCS or the Contracting Authority
"Authority Cause"	any breach of the obligations of the Contracting Authority or any other default, act, omission, negligence or statement of the Contracting Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Contracting Authority is liable to the Supplier;
"Automated External Defibrillator Certificate"	an in date certificate issued by training providers (who are competent in the Contracting Authority's opinion to provide such training) to confirm that the Flexible Worker has satisfactorily completed an AED course and can therefore be considered to be competent in this field in accordance with the Resuscitation Council (UK) Guidelines.
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Bank Management System" or "BMS"	Has the meaning given to it in paragraph 5.13 of Call-Off Schedule 20 (Call-Off Specification)

"BCDR Plan"	has the meaning given to it in Paragraph 2.2 of Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
"Baseline Personnel Security Standard" or "BPSS"	the Government's pre-employment controls for all civil servants, members of the Armed forces, temporary staff and contractors. More detail is provided here: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard
"Basic Life Support Certificate" or "BLS"	an in date certificate issued by training provider (who are competent in the Contracting Authority's opinion to provide such training) to confirm that the Flexible Worker has satisfactorily completed a basic life support course and can therefore be considered to be competent in this field in accordance with the Resuscitation Council (UK) Guidelines.
"Benchmark Review"	a review of the Deliverables carried out in accordance with Call-Off Schedule 16 (Benchmarking) to determine whether those Deliverables represent Good Value;
"Benchmarked Deliverables"	any Deliverables included within the scope of a Benchmark Review pursuant to this Call-Off Schedule 16 (Benchmarking);
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Boards of Inquiry"	fact finding investigations undertaken by the Armed Forces for Armed Forces reasons.
"Boundary Protection Service" or "BPS"	the hours between 9am and 5pm Monday to Friday (excluding public holidays in England and Wales).
"Breach of Security"	means the occurrence of: <ul style="list-style-type: none"> a) any unauthorised access to or use of the Service and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Contracting Authority and/or the Supplier in connection with this Contract; and/or b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Contracting Authority and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the security requirements in the Security Policy where the Contracting Authority has required compliance therewith in accordance with paragraph 12;</p>
"British Forces Germany (BFG)"	British Forces Germany.

"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Paragraph A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"Business Continuity Plan"	has the meaning given to it in Paragraph 2.3.2 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"Business Hours"	the hours between 9am and 5pm Monday to Friday (excluding public holidays in England and Wales).
"Business Intelligence"	a set of methodologies, processes, platforms, applications, architectures, and technologies that transform raw data into meaningful and useful information used to enable more effective strategic, tactical, and operational insights and decision-making
"Business Travel"	travel required by the Contracting Authority to and from a location which is different to the Placement Location as set out in the Placed Demand Order in order to undertake duties e.g. home visits, visiting other clinics, as part of the provision of Services.
"Calendar Day"	a period of time from midnight to midnight.
"Call-Off Contract"	the contract between the Contracting Authority and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the Core Terms and any additional terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of this Call-Off Contract;
"Call-Off Contract Effective Date"	shall be the Contract deliverables dates; the Call-Off Start Date and the Call-Off Expiry Date, including any extension periods;
"Call-Off Expiry Date"	the date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Guarantee"	a deed of guarantee in favour of a Contracting Authority in the form set out in the Annex to this Schedule; and
"Call-Off Guarantor"	the person acceptable to a Contracting Authority to give a Call-Off Guarantee;
"Call-Off Incorporated Terms"	the contractual terms applicable to this Call-Off Contract specified under the relevant heading in the Order Form;

"Call-Off Initial Period"	the Initial Period of a Call-Off Contract specified in the Order Form;
"Call-Off Optional Extension Period"	such period or periods beyond which this Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Contracting Authority's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Candidate"	an individual who wishes to be considered for an appointment as a Flexible Worker but is not yet fully registered/onboarded.
"Candidate Attraction Campaign"	a Campaign undertaken by the Supplier for the purpose of attracting Candidates to the Flexible Resource Pool (Staff Bank).
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Certificate of Fitness for Placement"	a certificate provided by the Supplier's Occupational Health service provider for each Flexible Worker.
"Chain of Command" or "CoC"	hierarchy of authority within an organisation or individual's management chain.

"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Contracting Authority under this Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under this Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commanding Officer"	the Officer in charge of the military unit in which the Patient is based.
"Commercial off the shelf Software" or "COTS Software"	non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Communications Plan"	a plan which sets out how the Parties will communicate effectively with each other and provides contact details and method of communication between of all key stakeholders.
"Company Watch"	a credit reference agency from whom the Contracting Authority will a financial risk report.
"Company Watch H-score"	a score determined by Company Watch in respect of the measure of a businesses' financial health.
"Comparable Deliverables"	deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark;
"Comparable Rates"	the Charges for Comparable Deliverables;
"Comparable Supply"	the supply of Deliverables to another Contracting Authority of the Supplier that are the same or similar to the Deliverables;
"Comparison Group"	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations;

"Complaint"	a complaint as defined in paragraph 5.42 of Call-Off Schedule 20 (Call-Off Specification).
"Complaints Manager"	the representative appointed by the Supplier from time to time to act as the single point of contact for the Contracting Authority to deal with Complaints.
"Complaints Register"	a register, maintained by the Supplier, containing a full written record of the nature and details of each Complaint received and the action taken to resolve it.
"Complaints Report"	a report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Compliance Checks"	a collective term for the Onboarding Checks and Pre-First Day Requirement Checks.
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Contracting Authority or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Contracting Authority under a Contract, in the reasonable opinion of the Contracting Authority or CCS;
"Contingent Labour"	means the supply of workers by employment businesses (also known as agencies).
"Contingent Labour Expenses Invoice Data Report"	a report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Contingent Labour Expenses Invoice Submission Request"	a request made by the Supplier to the Contracting Authority to submit an invoice in a specific sum and in relation to Contingent Labour Expenses, for payment.
"Contingent Labour Hourly Transactional Fee Invoice Submission Request"	a request made by the Supplier to the Contracting Authority to submit an invoice in a specific sum and in relation to Contingent Labour Hourly Transaction Fees, for payment.
"Contingent Labour Invoice Data Report"	a report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Continuous Improvement Plan"	a set of activities designed to bring gradual, ongoing improvement to products, services, or processes through constant review, measurement, and action
"Contract"	this Call-Off Contract, as the context requires;
"Contracting Authority"	the relevant public sector purchaser identified as such in the Order Form; the Contracting Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Contracting Authority's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Contracting Authority (including all Contracting Authority Existing IPR and New IPR); a) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered confidential which comes (or has come) to the Contracting Authority's attention or into the Contracting Authority's possession in connection with a Contract; and b) information derived from any of the above;
"Contracting Authority Assets"	the Contracting Authority's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Contracting Authority and which is or may be used in connection

	with the provision of the Deliverables which remain the property of the Contracting Authority throughout the term of the Contract;
"Contracting Authority Assets"	the Contracting Authority's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Contracting Authority and which is or may be used in connection with the provision of the Deliverables which remain the property of the Contracting Authority throughout the term of the Contract;
"Contracting Authority Authorised Representative"	the representative appointed by the Contracting Authority from time to time in relation to this Call-Off Contract initially identified in the Order Form;
"Contracting Authority Contract Management Team"	a team of personnel, established by the Contracting Authority to manage this Contract and act as the interface between the Supplier and the Contracting Authority Approved Users.
"Contracting Authority Contract Management Team User"	a person nominated by the Contracting Authority and based in the Contracting Authority Contract Management Team with the authority to undertake Level 5 BMS actions.
"Contracting Authority Designated Officer Super User"	a person nominated by the Contracting Authority and based in the Contracting Authority Contract Management Team with the authority to undertake Level 5 BMS actions.
"Contracting Authority Finance Team User"	a person nominated by the Contracting Authority and based in the Contracting Authority Finance Team with the authority to undertake Level 3 BMS actions.
Contracting Authority Flight"	a Contracting Authority arranged charter or scheduled flight from a commercial airport or a military flight from a Contracting Authority Site.
"Contracting Authority Hiring Manager User"	a person nominated by the Contracting Authority and based in a Military Healthcare Facility or Regional Headquarters with the authority to undertake Level 1 BMS actions.
"Contracting Authority Mechanised Transport"	motor transport supplied by the Contracting Authority.
"Contracting Authority Representative"	a representative appointed by the Contracting Authority and given delegated responsibility by the Authority Designated Officer to oversee and monitor performance and management in relation to this Contract.
"Contracting Authority Policy"	a document provided by the Contracting Authority which sets out the course or principle of action adopted.
"Contracting Authority Premises"	premises owned, controlled or occupied by the Contracting Authority which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);

"Contracting Authority Property"	the property, other than real property and IPR, including the Contracting Authority System, any equipment issued or made available to the Supplier by the Contracting Authority in connection with this Call-Off Contract;
"Contracting Authority Software"	any software which is owned by or licensed to the Contracting Authority and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Contracting Authority System"	the Contracting Authorities computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Contracting Authority or the Supplier in connection with this Call-Off Contract which is owned by or licensed to the Contracting Authority by a third party and which interfaces with the Supplier System or which is necessary for the Contracting Authority to receive the Deliverables;
"Contract for Services"	a contract used for appointing an individual to carry out services for another party where the relationship between the parties is not that of employer and employee.
"Contracts Finder"	the Government's publishing portal for public sector procurement opportunities;
"Contract Manager"	the manager appointed in accordance with paragraph 1.1 of this Call-Off Schedule 15 (Call-Off Contract Management);
"Contract Period"	this Call-Off Contract; applicable Call-Off Start Date until the applicable Call-Off End Date;
"Contractor Personnel"	all persons employed or engaged by the Supplier including Flexible Workers together with the Suppliers servants, agents, contractor's consultants and Sub-Contractors.
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on this Call-Off Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR (General Data Protection Regulation);
"Core Terms"	terms and conditions for services which govern how Supplier must interact with CCS and Contracting Authorities under this Call-Off Contracts;

"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation; viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Contracting Authority; b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Authority or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <p>but excluding:</p> <ul style="list-style-type: none"> a) Overhead; b) financing or similar costs; c) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond this Call-Off Contract Period whether in relation to Supplier Assets or otherwise; d) taxation; e) fines and penalties;
----------------	--

	<p>f) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>g) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Counter Terrorist Check" or "CTC"	<p>Counter Terrorist Check – a specific level of security clearance as defined by UK Security Vetting. More detail is provided here:</p> <p>https://www.gov.uk/guidance/security-vetting-and-clearance</p>
"Credit Rating Threshold"	<p>the minimum credit rating level for the Monitored Company as set out in Annex 2 of the Credit Ratings & Credit Rating Thresholds</p>
"Critical Service Level Failure"	<p>a failure by the Supplier to meet:</p> <p>a single Service Level Performance Measure in three consecutive Reporting Periods; and/or</p> <p>three (3) or more individual Service Level Performance Measures in any Reporting Period.</p>
"Crown Body"	<p>the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;</p>
"CRTPA"	<p>the Contract Rights of Third Parties Act 1999;</p>
"CSPS"	<p>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 Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;</p>
"CSPS Admission Agreement"	<p>an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;</p>
"CSPS Eligible Employee"	<p>any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;</p>
"Cyber Essentials Scheme"	<p>the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats. Details of the Cyber Essentials Scheme can be found here:</p> <p>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</p>

Cyber Improvement Plan	a plan provided by a Potential Provider which sets out the steps a Potential Provider commits to taking in order to achieve compliance, together with a timeframe for achievement and the current level of compliance.
"Cyber Risk Assessment"	a risk assessment undertaken by the Contracting Authority to determine the level of cyber risk applicable to the requirement.
"Cyber Risk Profile"	the control measures required for each level of cyber risk.
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Day One"	the day that a Placed Demand Order is submitted by the Contracting Authority via the BMS in the context of setting the timeline for the submission of CV's and the CV Response Deadline.
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Contracting Authority is paid or is payable to the Contracting Authority under this Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Contracting Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 5 of this Call-Off Schedule 15 (Call-Off Contract Management);
"Defect"	any of the following: a) any error, damage or defect in the manufacturing of Deliverable; or

	<p>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</p> <p>c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Contracting Authority or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call-Off Contract; or</p> <p>d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Contracting Authority or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;</p>
"Defence Authority"	the MoD's 18 Defence Authorities, appointed by the Permanent Under Secretary (PUS), set rules and standards to shape delivery of key functions that cut across Defence and which are critical to Defence outputs.
"Defence Board"	the highest committee in the Ministry of Defence (MoD) responsible for top level leadership, management and the full range of defence business, other than the conduct of operations
"Defence Cyber Protection Partnership" or "DCPP"	a joint Ministry of Defence (MoD) and industry initiative to improve the protection of the defence supply chain from the cyber threat.
"Defence Dental Imaging"	an e-learning training programme for Dental Practitioners.
"Defence Medical Information Capability Programme" or "DMICP"	the Contracting Authority's database to maintain Patient records.
"Defence Medical Rehabilitation Centre" or "DMRC"	Defence Medical Rehabilitation Centre – a Military Healthcare Facility which provides complex rehabilitation and physiotherapy. Full detail is provided within paragraph 2.9 of Call-Off Schedule 20 (Call-Off Specification).
"Defence Medical Rehabilitation Pathway" or "DMRP"	part of an overall Defence strategy to maximise the number of Service Personnel who are fit for operational deployment whilst also honouring the Services duty of care to maximise the outcomes of those wounded, injured or sick.
"Delay"	a) a delay in the Achievement of a Milestone by its Milestone Date; or

	b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Delay Payments"	the amounts (if any) payable by the Supplier to the Contracting Authority in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	services that may be ordered by the Contracting Authority under the Call-Off Contract including the Documentation
"Deliverable Item"	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of this Call-Off Contract as confirmed and accepted by the Contracting Authority by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Contracting Authority of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Demand Order"	a request for a Flexible/Contingent Worker submitted by the Contracting Authority to the BMS (except for in circumstances when the BMS is unavailable and contingency plans are invoked) and which requires Approval via the Approval Gate mechanism.
"Demand Order Extension Request"	a request, made by the Contracting Authority, for a Placed Demand Order to be continued by a further period of time.
"Dental Facility"	a Military Healthcare Facility which provides dental treatment.
"Designated Body"	as the meaning given in The Medical Profession (Responsible Officers) Regulations 2010.
"Desirable Requirements"	the requirements for Flexible Worker which are listed as Desirable Requirements in the relevant Job Description.
"Department of Community Mental Health" or "DCMH"	department of Community Mental Health – has the meaning set out in paragraph 2.10 of Call-Off Schedule 20 - (Call-Off Specification).
"Developed Vetting" or "DV)"	developed Vetting – a specific level of security clearance as defined by UK Security Vetting. More detail is provided here: https://www.gov.uk/guidance/security-vetting-and-clearance
"Direction Letter"	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Sub-contractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Sub-contractor in the NHSPS in respect of the NHSPS Eligible Employees;

"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the "Disaster Period");
"Disaster Recovery Deliverables"	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disaster Recovery Plan"	has the meaning given to it in Paragraph 3 of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"Disaster Recovery System"	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Contracting Authority under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Contracting Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under

	vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPHC Occupational Health Service"	has the meaning set out in paragraph 2.12 of this Appendix B – Statement of Requirements.
"Defence Primary Healthcare" or "DPHC"	defence Primary Healthcare – a 1* organisation responsible for providing general practice and specialised occupational health services.
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Emergency Maintenance"	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;
"Employee Liability"	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; b) unfair, wrongful or constructive dismissal compensation; c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; d) compensation for less favourable treatment of part-time workers or fixed term employees; e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Contracting Authority or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; f) claims whether in tort, contract or statute or otherwise; <p>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of</p>

	implementing any requirements which may arise from such investigation;
“Employer”	any organization, Contracting Authority, employment business, Supplier organisation or individual who employs or puts to work, a person who is a Substantive Worker or Flexible Worker.
“Employment”	a contractual relationship between an organisation, Contracting Authority, employment business, Supplier organisation or individual, and a Substantive or Flexible Worker, for paid work.
"Employment Regulations"	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Ending the Contract (as extended by any Extension Period exercised by the Authority under Clause 10.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Enhanced Check"	An enhanced level Disclosure and Barring Service check on a Flexible Worker.
"Entitled Rate"	The rate charged for accommodation and/or subsistence at Service Accommodation to individuals who are undertaking Business Travel (including individuals who are not Service Personnel or Authority Civilian staff).
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Contracting Authority;
"Essential Non-Business Travel"	Exercise Rehabilitation Instructor – a clinician who can provide injury-specific exercise therapy and advice on gradual return to function.
"Essential Requirements"	Has the meaning given at paragraph 3.1.1 of Annex C to Call-Off Schedule 5 Pricing Details.
“Estimated Year Charges”	the anticipated total Charges payable by the Contracting Authority in the first Contract Year specified in the Order Form;
"Estimated Yearly Charges"	means for the purposes of calculating each Party’s annual liability under clause 11.2: i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or

	iii) after the end of this Call-Off Contract, the Charges paid or payable in the last Contract Year during this Call-Off Contract Period;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Equivalent Data"	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group;
"ERNIC"	Earnings Related National Insurance Contributions
"Evidence Documentation"	The compliance related information and documentation relating to a Flexible Worker as listed in the Flexible Worker Compliance Checklist
"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;
"Exercise Rehabilitation Instructor" or "ERI"	Exercise Rehabilitation Instructor – a clinician who can provide injury-specific exercise therapy and advice on gradual return to function.
"Exit Plan"	A plan for the conclusion of the Call-Off Contract, as described in paragraph 4 of Call-Off Schedule 10 (Exit Management).
"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Information"	has the meaning given to it in Paragraph 0 of this Call Off Schedule 10 (Exit Management);
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Exostar"	ePurchasing platform utilised by the Contracting Authority. Further detail can be found at: https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system
"Expenses Claim Form"	an electronic form, available via the BMS, on which a Flexible Worker is to record any Expenses incurred during a Working Week.
"Expenses"	Costs incurred by the Supplier or Flexible Worker in relation to placements and/or the provision of the Services.
"Expenses Invoice Data Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Expenses Invoice Submission Request"	A request made by the Supplier to the Contracting Authority to submit an invoice in a specific sum and in relation to Expenses, for payment.
"Expiry Date"	the Framework Expiry Date or this Call-Off Expiry Date (as the context dictates);

"Exposure-Prone Procedures"	Those procedures where the Flexible Worker's gloved hands may be in contact with sharp instruments, needle tips or sharp tissues (e.g. bone or teeth inside a Patient's open body cavity or wound where the hands or fingertips may not be completely visible at all times.
"Extension Period"	this Call-Off Optional Extension Period as the context dictates;
"Fair Deal Employees"	<p>the schemes as defined in Annex to this Call-Off Schedule 2 (Staff Transfer)</p> <p>those:</p> <ul style="list-style-type: none"> (a) transferring Contracting Authority Employees; and/or (b) transferring Former Supplier Employees; and/or (c) employees who are not Transferring Contracting Authority or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C; (d) where the Former Supplier becomes the Supplier those employees; who at the Commencement Date or Relevant Transfer Date (as appropriate) or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Contracting Authority;
"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Field Hospital"	A small mobile medical unit that temporarily takes care of casualties on-site before they can be safely transported to more permanent Military Healthcare Facilities.
"Financial Approval Code"	A code provided by the Contracting Authority to the Supplier which indicates that a Demand Order has budgetary approval.
"Financial Distress Event"	<p>the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Subcontractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or

	<p>f) any of the following:</p> <ul style="list-style-type: none"> i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract; ii) non-payment by the Monitored Company of any financial indebtedness; iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company <p>in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and delivery of the Deliverables in accordance with any Call-Off Contract;</p>
"Financial Distress Service Continuity Plan"	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Call Off Contract in the event that a Financial Distress Event occurs;
"Financial Questionnaire"	A questionnaire to be completed by a Potential Provider and used by the Contracting Authority to assess the economic and financial standing of a Potential Provider.
"Financial Penalties"	penalties are imposed by the Information Commissioner on either the Contracting Authority or the Supplier for a Personal Data Breach
"Firm Base"	Permanent base in the UK and abroad – outside of deployed healthcare in direct support of military operations.
Flexible Resource Pool	a group of Flexible Workers. Also known in the NHS as a "Staff Bank".
Flexible Resource Pool Set Up	the establishment of a new Flexible Resource Pool, in accordance with paragraph 3 of Call-Off Schedule 20 (Specification)
"Flexible Resource Pool (Staff Bank) Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Flexible Use of Resources"	using resources flexibly to support peak and reactive resource demands.
"Flexible Worker"	a worker who is required to work on an as-and-when-required basis, often at short notice, to cover for planned and unplanned shortfalls in staffing.
"Flexible Worker Compliance Checklist"	A check list (in a format to be determined during the Mobilisation Period) which the Supplier shall complete to confirm to the Contracting Authority that the Compliance Checks have been carried out in relation to a Candidate and that the Candidate is compliant with the requirements of the Demand Order and able to fulfil the requirements of the placement as set out in the Demand Order and this Contract.

"Flexible Worker Handbook"	Has the meaning set out in paragraph 5.15 of Call-Off Schedule 20 (Call-Off Specification)
"Flexible Worker Performance Feedback Report"	A report provided by the Contracting Authority which indicates how the Flexible Worker has performed during a placement.
"Flexible Worker Profile Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Contracting Authority or the Supplier of its obligations arising from:</p> <p>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract</p> <p>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>c) acts of a Crown Body, local government or regulatory bodies; fire, flood or any disaster; or</p> <p>d) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>e) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>f) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p> <p>g) any failure of delay caused by a lack of funds;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier"	a supplier supplying the Deliverables to the Contracting Authority before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Sub-contractor of such supplier (or any Sub-contractor of any such Sub-contractor);
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;

"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Contracting Authorities by the Supplier pursuant to the OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
"Framework Expiry Date"	the date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Guarantor"	any person acceptable to CCS to give a Framework Guarantee;
"Framework Guarantee"	a deed of guarantee in favour of CCS and all Contracting Authorities in the form set out in the Annex to this Joint Schedule 8 (Guarantee);
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Call Off Schedule 5 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
"Fund"	A pension fund within the LGPS;
"Fund Actuary"	the actuary to a Fund appointed by the Administering Authority of that Fund;
"Full Operating Capability"	The point at which the first Contract Year expires, and the second Contract Year commences, and which represents the conclusion of the Implementation Period.
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria);
"GB Mainland"	Any location within England, Wales and Scotland but for the avoidance of doubt excludes Northern Ireland and UK Islands.
"General Data Protection"	General Data Protection Regulation – an EU regulation introduced in 2018 replacing the Data Protection Directive.

"Regulation" or "GDPR"	
"General Anti-Abuse Rule"	a) the legislation in Part 5 of the Finance Act 2013 and; and b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"General Dental Council" or "GDC"	The regulatory body for dental professionals.
General Medical Council" or "GMC"	The regulatory body for Medical Practitioners.
"Goods"	goods made available by the Supplier as specified in Call-Off Schedule 20 (Specification) and in relation to this Call-Off Contract as specified in the Order Form;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Good Value"	that the Benchmarked Rates are within the Upper Quartile; and
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Contracting Authority Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or b) any Personal Data for which the Authority is the Data Controller;
"Government Procurement Card"	the Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2

"Guarantee"	a deed of guarantee, in favour of the Contracting Authority, whereby the Guarantor guarantees all the Supplier's obligations under the Guaranteed Agreement;
"Guaranteed Agreement(s)"	means this Call-Off Contract made between the Beneficiary and the Supplier on 17 th November 2021
"Guaranteed Obligations"	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Call-Off Contract;
"Guide to Business Travel"	A Contracting Authority Policy which sets out the regulations relating to Business Travel.
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health Assurance Inspection"	an inspection to test the Supplier's adherence to the NHS Employers Check standards in its conduction of pre-employment checks of Flexible Workers. Inspections are conducted in accordance with paragraph 10 of this Call-Off Schedule 20 (Specification).
"Health Assurance Inspector"	any person who carries out a Health Assurance Inspection.
"Hiring Manager"	The person in the Placement Location who will manage the Flexible Worker on a day-to-day basis or, in their absence, such other person as nominated by the Contracting Authority to fulfil this role.
"HMRC"	Her Majesty's Revenue and Customs;
"Hourly Transaction Fee"	the transaction fee payable for each Flexible Worker who is placed per hour, and is not applicable to Contingent Labour, for which no fee may be applied under the Framework Contract or any resultant Call Off Contract. This does not include any element of worker pay (e.g. hourly rate, pension contribution, Apprenticeships Levy, NICs etc.) which is agreed with the Contracting Authority at Call Off stage, and chargeable on top of the Hourly Transaction Fee.
"Hourly Transaction Fee Invoice Submission Request"	A request made by the Supplier to the Contracting Authority to submit an invoice in a specific sum and in relation to Hourly Transaction Fees, for payment.
"ICT Environment"	the Contracting Authority System and the Supplier System;
"ICT Policy"	the Contracting Authority's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at this Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;

"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Contracting Authority completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party or any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the Variation; and e) such other information as the Contracting Authority may reasonably request in (or in response to) the Variation request;
"Implementation"	The key activities, dependencies, milestones, actions and Deliverables required to deliver Services, as detailed in the Implementation Plan.
"Implementation Period"	The period of time commencing from Initial Operating Capability (IOC) until Full Operating Capability (FOC);
"Implementation Plan"	A plan which sets out how the Supplier will manage the implementation stage effectively and which includes key activities, dependencies, milestones and actions to be undertaken within the Implementation Period.
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Indexation"	the adjustment of an amount or sum in accordance with Call off Schedule 5 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Meeting"	The first meeting between the Parties following the Call-Off Start Date.
"Initial Operating Capability" or "IOC"	The point at which the Supplier commences providing Flexible Workers in response to Placed Demand Orders and which represents the conclusion of the Mobilisation Period.
"Initial Period"	the initial term of a Contract specified in the Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>in respect of a person:</p> <ul style="list-style-type: none"> a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

	<p>b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of this Call-Off Contract Period to install the Goods in accordance with this Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoice Data Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Invoice Submission Request"	A request made by the Supplier to the Contracting Authority to submit an invoice in a specific sum for payment.

"Invoicing Address"	the address to which the Supplier shall Invoice the Contracting Authority as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Contracting Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies;
"ISMS"	the information security management system and process developed by the Supplier in accordance with Paragraph 12 (ISMS) as updated from time to time in accordance with Call-Off Schedule 9 (Security); and
"Job Description Unique Identification Reference Number"	A unique identification number applied to each Job Description included in Appendices C, D and E of this Contract to identify the type of healthcare professional to which the Job Description relates.
"Job Description"	The job description(s) for the relevant healthcare professional as set out in Appendices C, D and E of this contract.
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of processing;
"Joint Service Publication" or "JSP"	An authoritative set of rules or guidelines with defence-wide applicability or interest.
"Key Personnel"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	has the meaning in Joint Schedule 6 (Key Subcontractors) any Subcontractor: a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Contracting Authority performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Call-Off Contract, d) and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;

"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680)
"LGPS"	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"LGPS Admission Agreement"	an admission agreement within the meaning in this Call-Off Schedule 2 (Staff Transfer) of the Local Government Pension Scheme Regulations 2013;
"LGPS Admission Body"	an admission body (within the meaning of Paragraph 20 of this Call-Off Schedule 2 (Staff Transfer) of the Local Government Pension Scheme Regulation 2013;
"LGPS Eligible Employees"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS; and
"LGPS Regulations"	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Contracting Authority for the purposes of or pursuant to this Call Off Contract, including any COTS Software;
"London Court of International Arbitration Rules"	the parties thereto shall be taken to have agreed in writing that any arbitration between them shall be conducted in accordance with the LCIA Rules or such amended rules as the LCIA may have adopted hereafter to take effect before the commencement of the arbitration and that such LCIA Rules form part of their agreement (collectively, the "Arbitration Agreement").
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment,

	interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in this Call-Off Schedule 20 (Specification), if applicable;
"Maintenance Schedule"	has the meaning given to it in paragraph 7 of this Call-Of Schedule 6 (ICT Service);
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Day"	7.5 Man Hours, whether such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Charge"	the sum specified in the Award Form payable by the Supplier to CCS in accordance with Paragraph 5 of this Call-Off Schedule 15 (Call-Off Contract Management);
"Management Information" or "MI"	the management information specified in the MI Reporting Instructions.
"Marketing Contact"	shall be the person identified in the Award Form if applicable;
"Mechanised Transport Manager" or "MT Manager"	The person who manages the Contracting Authority's Mechanised Transport department at a Placement Location.
"Medical Facility"	A Military Healthcare Facility which provides medical treatment.
"Medical Officer" or MO"	Medical Officer - a Doctor of Medicine who serves in the Armed Forces in a medical capacity.
"Mess Bill"	A bill/invoice which sets out the costs incurred in utilising Service Accommodation.
"Method of Fill Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Military Healthcare Facility"	A military facility which provides a specific type of healthcare service.

"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);)
"MI Report(s)"	a report containing the information set out in the MI Reporting Instructions submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"MI Reporting Instructions"	A set of instructions and requirements set out at Call-Off Schedule 15 (Call-Off Contract Management) relating to the supply and completion of Management Information (as may be amended by the Contracting Authority) from time to time.
"MI Reporting Template"	means the form of report set out in the Annex to Paragraph 5 of this Call-Off Schedule 15 (Call-Off Contract Management); setting out the information the Supplier is required to supply to the Authority;
"Multi-disciplinary Injury Assessment Clinic" or "MIAC"	Multi-disciplinary Injury Assessment Clinic – has the meaning set out in paragraph 2.8 of Call-Off Schedule 20 (Call-Off Specification.
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Minimum Availability Requirements"	a) For placements up to 30 Calendar Days in duration, at least 85% of the total working hours throughout the duration of the placement as set out in the relevant Placed Demand Order; b) For placements between 31 and 90 Calendar Days (inclusive), at least 80% of the total working hours throughout the duration of the placement as set out in the relevant Placed Demand Order; c) For placements with a duration in excess of 90 Calendar Days, at least 75% of the total working hours through the duration of the placement as set out in the relevant Placed Demand Order.
"Mobilisation"	The key activities, dependencies, milestones, actions and Deliverables required to enable the delivery of Services, including Flexible Resource Pool (Staff Bank) set up, as detailed in the Mobilisation Plan.
"Mobilisation Fee"	The element of the Charges attached to completion of Mobilisation.
"Mobilisation Fee Invoice Submission Request"	A request made by the Supplier to the Contracting Authority to submit an invoice in a specific sum and in relation to Mobilisation Fees, for payment.

"Mobilisation Period"	The period of time between this Call-Off Start Date and initial operating capability which incorporates Mobilisation and the Flexible Resource Pool (Staff Bank) Set Up.
"Mobilisation Plan"	A plan which sets out how the Supplier will manage the mobilisation stage effectively and which includes key activities, dependencies, milestones and actions to be undertaken within the Mobilisation Period.
"Ministry of Defence" or "MoD"	A Government department responsible for implementing the defence policy set by the Government.
"MoD Flexible Worker Professions"	A document which sets out the types of professional which may be required to provide Services.
"MoD Geographical Structure Table"	A document which sets out the types of Military Healthcare Facility at each Military Site and provides an indication of the likelihood of Service Accommodation being made available at each location.
"Model Confidentiality Undertaking"	An undertaking in the form set out at Appendix G – Model Confidentiality Undertaking or such other form as notified to the Supplier by the Contracting Authority from time to time.
"Modern Slavery Helpline"	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at https://www.modernslaveryhelpline.org/report or by telephone on 08000 121 700.
"MOD Terms and Conditions"	the terms and conditions listed in this Schedule;
"MOD Site"	Shall be deemed include any of Her Majesty's Ships or Vessels and Service Stations as defined in DEFCON 76;
"Monitored Company"	Supplier Call-Off Guarantor or any Key Subcontractor;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"Naval Service Medical Board of Survey"	Ensures Royal Navy and Royal Marines personnel are maintained in their highest possible medical employability category so that their continued employment in the service can be determined.
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or this Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);

"New Fair Deal"	<p>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:</p> <p>(a) any amendments to that document immediately prior to the Relevant Transfer Date; and</p> <p>(b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Contracting Authority;</p>
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"New Release"	<p>an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;</p>
"NHS Body"	<p>has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;</p>
"NHS Pensions"	<p>NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;</p>
"NHSPS"	<p>the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;</p>
"NHSPS Eligible Employees"	<p>each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either:</p> <p>(a) their employment with the Contracting Authority, an NHS Body or other employer which participates automatically in the NHSPS; or</p> <p>(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in</p>

	<p>employment with the Contracting Authority, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).</p> <p>For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;</p>
"NHS Pension Scheme Arrears"	any failure on the part of the Supplier or its Sub-contractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature Retirement Rights"	rights to which any Fair Deal Employee (had they remained in the employment of the Contracting Authority, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Nil Return"	Has the meaning set out in paragraph 9.8 of this Appendix B – Statement of Requirements.
"Non-Entitled Rate"	The rates charged for accommodation and/or subsistence at Service Accommodation to individuals who do not meet the criteria for Entitled Rates including individuals who are not Service Personnel or Contracting Authority Civilian staff.
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Key Subcontractor in connection with the Deliverables, but which are also used by the Supplier or Key Subcontractor for other purposes;
"Non-GB Mainland Location"	Any location outside England, Scotland and Wales.

"Nursing and Midwifery Council (NMC)"	The regulator for nursing and midwifery professions in the UK.
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Occupational Health Checks"	Checks to be undertaken by the Supplier's engaged Occupation Health Service Provider for each Candidate.
"Officer in charge"	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments;
"OH"	Occupational Health
"Onboarding Checks"	All mandatory checks to be undertaken by the Supplier prior to the placing of a Flexible Worker in response to a Demand.
"Onboarding Process"	A process developed by the Supplier which sets out the steps to be taken to onboard Candidates to the Flexible Resource Pool (Staff Bank) and which includes the undertaking of Compliance Checks.
"Open Book Data"	<p>complete and accurate financial and non-financial information which is sufficient to enable the Contracting Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p>

	<p>b) operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; <p>c) Overheads;</p> <p>d) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables;</p> <p>e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</p> <p>f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>h) the actual Costs profile for each Service Period;</p>
"Open Source Software"	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	<p>means the Contracting Authority System and any premises (including the Contracting Authority Premises, the Supplier's premises or third-party premises) from, to or at which:</p> <ul style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or c) where any part of the Supplier System is situated;
"Operational Board"	the board established in accordance with paragraph 1.1 of this Call-Off Schedule 15 (Call-Off Contract Management);
"Order"	means an order for the provision of the Deliverables placed by a Contracting Authority with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Contracting Authority) used to create a Call-Off Contract;

"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Contracting Authority can end this contract) or 10.6 (When the Supplier can end the contract);
"Party"	in the context of this Call Off Contract the Supplier and the Contracting Authority or the Supplier. "Parties" shall mean both where the context permits;
"Patient"	A person receiving medical or dental treatment from the Contracting Authority including from its staff, Flexible Workers and Temporary Workers.
"Patient Safety Incident"	An unintended or unexpected incident which could have, or did, lead to harm for one or more Patients receiving healthcare.
"Pension Benefits"	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme; and
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Performance Review Meeting Minutes"	A formal record of discussions and decisions made at the Performance Review Meeting drafted by the Supplier and submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Performance Review Meetings"	Regularly held meetings attended by the Contracting Authority and the Supplier at which the performance of the Supplier is discussed.
"Performance Monitoring Reports"	As defined in Schedule 14 (Service Credit) Part B Performance Monitoring
"Permitted Maintenance"	has the meaning given to it in paragraph 7.2 of this Call-Off Schedule 6 (ICT Services);
"Personal Data"	has the meaning given in the GDPR, to which the Processor has access to from time to time in the course of the Services;

"Personal Data Breach"	has the meaning given to it in the GDPR;
"Placed Demand Order"	A legally binding contract (created pursuant to the provisions of this Contract and following Approval via the Approval Gate mechanism) for the provision of the Service Requirements by a Flexible Worker made between the Contracting Authority and the Supplier incorporating the Contracting Authority's requirements as set out in the Demand Order.
"Placement Confirmation Notification"	Has the meaning set out at paragraph 5.37.3 of Call-Off Schedule 20 (Call-Off Specification)
"Placement Location"	The location at which a placement is to be based and where the Service Requirements are primarily performed.
"Population at Risk" or "PAR"	the number of military personnel
"Position Number"	A MoD specific number provided solely for inclusion in Management Information.
"Practitioner Performance Advice (PPA)"	A service delivered by NHS Resolution, which provides impartial advice to healthcare organisations to effectively manage and resolve concerns raised about the practice of individual practitioners (formerly the National Clinical Assessment Service, NCAS).
"Practice Manager"	The person responsible for ensuring that the Military Healthcare Facility is managed effectively, for the benefit of both Patients and staff members, providing a high standard of Primary Health Care which meets both statutory and military requirements.
"Pre-Approved Accommodation Limit"	A sum which the Contracting Authority considers sufficient to cover the accommodation costs to be incurred by a Flexible Worker during a placement and which shall not be exceeded without the prior agreement of the Contracting Authority.
"Pre-Approved Expenses"	A collective term to include the pre-Approved Accommodation Limit, Pre-Approved Subsistence Limit and Pre-Approved Travel Limit.
"Pre-Approved Subsistence Limit"	A sum which the Contracting Authority considers sufficient to cover the subsistence costs to be incurred by a Flexible Worker during a placement and which shall not be exceeded without the prior agreement of the Contracting Authority.
"Pre-Approved Travel Limit"	A sum which the Contracting Authority considers sufficient to cover the travel related costs to be incurred by a Flexible Worker during a placement and which shall not be exceeded without the prior agreement of the Contracting Authority.
"Pre-First Day Requirement Checks"	Checks which may need to be undertaken by the Supplier prior to the first day of a placement as set out in paragraph 5.21 of Call-Off Schedule 20 (Call-Off Specification).

"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Previous MoD Experience"	experience of working in a healthcare role at a Contracting Authority premises within the last 12 months prior to the date of the Placed Demand Order; or Experience of working in a similar role to the placement at Contracting Authority premises at any time in the past provided that the Candidate has been practicing in a relevant healthcare role within a relevant non-MoD healthcare environment (for example, the NHS or a private hospital) during the last 12 months prior to the date of the Placed Demand Order.
"Primary Care Rehabilitation Facility" or "PCRF"	Primary Care Rehabilitation Facility – has the meaning set out in paragraph 2.7 of Call-Off Schedule 20 (Call-Off Specification).
"Privacy Notice"	Has the meaning set out in DPA 2018
"Probity and Health Declaration"	A declaration in the form set out at Appendix H – Probity and Health Declaration or such other form as notified to the Supplier by the Contracting Authority from time to time.
"Processor"	has the meaning given in the GDPR;
"Processing"	has the meaning given in the GDPR;
"Progress Meeting"	a monthly meeting between the Contracting Authority Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	a) to directly or indirectly offer, promise or give any person working for or engaged by a Contracting Authority or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for

	<p>improper performance of a relevant function or activity in connection with each Contract; or</p> <p>committing any offence:</p> <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or; iii) defrauding, attempting to defraud or conspiring to defraud a Contracting Authority or other public body; or <p>can activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> a) the nature of the data to be protected b) harm that might result from Data Loss Event; c) state of technological development d) the cost of implementing any measures <p>including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
"Quality Plans"	has the meaning given to it in paragraph 5.1 of this Call-Off Schedule 6 (ICT Service);
"Qualification Standards"	The standards set by the Contracting Authority in order for a Potential Provider to demonstrate economic and financial standing.
"Quarter"	The 6th day of every third calendar month commencing from the Call-Off Start Date.
"RAF Medical Board"	The RAF holds a joint medical employment standard which reflects its working capability within the whole spectrum of employment. Sometimes this is compromised by illness and injury and at times a certain level of protection for the patient is needed, this is managed by the RAF Medical Board.
"Raised Demand Order Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Rating Agencies"	the rating agencies listed in Annex 1 of Joint Schedule 7 (Financial Difficulties)
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including

	defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Reconciliation Notice"	Confirmation provided by the Contracting Authority that Reconciliation has taken place, and which confirms the amount that the Supplier shall invoice.
"Reconciliation"	The process used by the Contracting Authority to compare data provided by the Supplier and data collected by the Contracting Authority to ensure the invoice sum requested is correct.
"Rectification Plan"	the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.4.3 to 10.4.5 (Rectification Plan Process);
"Rectification Plan Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Regional Contracting Authority User"	A person nominated by the Contracting Authority and based in a Regional Headquarters with the authority to undertake Level 2 BMS actions.
"Regional Headquarters"	The Headquarters of a DPHC regional team which manages and oversees a geographically managed group of Medical Facilities.
"Regional Occupational Health Team" or "ROHT"	Has the meaning set out in paragraph 2.5 of Call-Off Schedule 20 (Call-Off Specification)
"Regulated Activity"	Has the meaning given to it in Safeguarding Vulnerable Groups Act 2016
"Registers"	the register and configuration database referred to in Paragraph 0 of Call-Off Schedule 10 (Exit Management)
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);

"Reimbursable Expenses"	<p>a) the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Contracting Authority's expenses policy current from time to time, but not including:</p> <p>b) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Contracting Authority otherwise agrees in advance in writing; and</p> <p>c) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Related Supplier"	any person who provides Deliverables to the Contracting Authority which are related to the Deliverables from time to time;
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Reminder Notice"	a notice sent in accordance with Clause 10.6 given by the Supplier to the Contracting Authority providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Contracting Authority receives in substitution for any of the Deliverables following this Call-Off Expiry Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Contracting Authority receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Contracting Authority receives in substitution for any of the Services following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;

"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third-party provider of Replacement Deliverables appointed by or at the direction of the Contracting Authority from time to time or where the Contracting Authority is providing Replacement Deliverables for its own account, shall also include the Contracting Authority;
"Reporting Period"	One calendar month starting on the first day of a month.
"Request for Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Request Recipient"	has the meaning as described in Clause 24 of Joint Schedule 11 (Processing Data);
"Required Insurances"	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
"Reservists"	Members of the Reserve Forces.
"Responsible Officer"	Has the meaning given in The Medical Profession (Responsible Officers) Regulations 2010
"Retirement Benefits Scheme"	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.
"Response Timescales"	The timelines applicable to the Supplier responding to all Placed Demand Order and confirming a Flexible Worker in accordance with paragraph 5.36 of Call-Off Schedule 20 (Call-Off Specification).
"Response Timescale Failure Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Review Report"	has the meaning given to it in Paragraph 7.3 of this Call-Off Schedule 8 (Business Continuity and Disaster Recovery); and
"Risk Assessment Reference"	A unique reference number applied to the relevant cyber risk assessment.
"Royal Centre for Defence Medicine" or "RCDM"	A Military Healthcare Facility based within the University Hospitals Birmingham NHS Foundation Trust.
"RRU"	Regional Rehabilitation Unit – has the meaning set out in paragraph 2.8 of Call-Off Schedule 20 (Call-Off Specification)
"Safe Effective Quality Occupational Health Service (SEQOHS)"	A body which accredits Occupational Health providers.

"Safeguarding Certificate"	An in date certificate issued by training provider (who are competent in the Contracting Authority's opinion to provide such training) to confirm that the Flexible Worker has satisfactorily completed a safeguarding course (at the appropriate level) and can therefore be considered to be competent in safeguarding children, young people and adults at risk in accordance with the extant NHS England Safeguarding Policy.
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of this Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Contracting Authority when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	any attachment to a Framework Contract or this Call-Off Contract which contains important information specific to each aspect of buying and selling;
"Security Check (SC)"	Security Check – a specific level of security clearance as defined by UK Security Vetting. More detail is provided here: https://www.gov.uk/guidance/security-vetting-and-clearance
"Security Management Plan"	the Supplier's security management plan prepared pursuant to this Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Contracting Authority's Security Policy for the purpose of this Call-Off Contract is the Security Aspects Letter and DEFCON 76, 531, 659A and 660 referred to in the Order Form, in force as at this Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Tests"	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.
"Self-Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Self-Fill"	a Flexible Worker accesses the Flexible Resource Pool system remotely without direct contact with the Supplier, and confirms their ability to fulfil a role or where Contracting Authority staff add a role to the Flexible Resource Pool and assign a Flexible Worker to the role at the same time;
"Senior Medical Officer"	The Medical Officer who is responsible and accountable for all activities undertaken within his/her Military Healthcare Facility.
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Services"	The Services described in Call-Off Schedule 20 (Call-Off Specification) which the Supplier shall make available to the Contracting Authority.
"Service Accommodation"	Accommodation provided for Service Personnel at a Contracting Authority establishment or through the Contracting Authority for the

	purposes of single living accommodation including eating and laundry facilities
"Service Credits"	any service credits specified in the Annex to Part A of this Call-Off Schedule 14 (Service Levels) being payable by the Supplier to the Contracting Authority in respect of any failure by the Supplier to meet one or more Service Levels;
"Service Credit Cap"	has the meaning given to it in the Order Form;
"Service Levels"	any service levels applicable to the provision of the Deliverables under this Call-Off Schedule 14 (Service Credits) is used in this Contract, are specified in the Annex to Part A;
"Service Level Exception Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Service Level Failure"	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
"Service Level Performance Measure"	shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and
"Service Level Threshold"	shall be as set out against the relevant Service Level in the Annex to Part A of this Call-Off Schedule 14 (Service Levels).
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in this Call-Off Schedule 20 (Specification) and in relation to this Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Significant Event"	An individual episode in which there has been a significant occurrence (either beneficial or deleterious) in the care of a Patient during a placement or concerning the infrastructure of the Military Healthcare Facility at a Placement Location where that care is delivered and includes all incidences which have occurred during a placement which, in the reasonable opinion of the Contracting Authority has, or is likely to have, put the health and/or safety of a Patient at risk.
"Single Services"	Collective term for the 3 Single Services, Royal Navy, Army and Royal Air Force.
"Sites"	any premises (including the Contracting Authority Premises (including Her Majesty's Ships of Vessels and Service Stations), the Supplier's premises or third-party premises) from, to or at which:

	<p>a) the Services are (or are to be) provided; or</p> <p>b) the Supplier manages, organises or otherwise directs the provision or the use of the Services;</p>
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Software"	Specially Written Software COTS Software and non-COTS Supplier and third-party Software;
"Software Supporting Materials"	has the meaning given to it in paragraph 8.1 of this Call-Off Schedule 6 (ICT Services) ;
"Source Code"	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Contracting Authority and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in this Call-Off Schedule 20 (Specification), as may, in relation to this Call-Off Contract, be supplemented by the Order Form;
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional, Supplier Personnel List or Supplier's Final Personnel List such information as the Contracting Authority may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <p>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</p> <p>(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;</p>

	<p>(c) the identity of the employer or relevant contracting Party;</p> <p>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p> <p>(e) their wages, salaries, bonuses and profit-sharing arrangements as applicable;</p> <p>(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;</p> <p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p> <p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long-term absence;</p> <p>(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</p> <p>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</p>
"Standards"	<p>any:</p> <p>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in this Call-Off Schedule 20 (Specification);</p> <p>c) standards detailed by the Contracting Authority in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Standard Check"	A standard level Disclosure and Barring Service check on a Flexible Worker.
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of this Call-Off Contract, the date specified in the Order Form;

"Statement of Requirements"	a statement issued by the Contracting Authority detailing its requirements in respect of Deliverables issued in accordance with this Call-Off Procedure;
"Statutory Schemes"	means the CSPS, NHSPS or LGPS.
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Sub Processor"	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract;
"Substantive Worker"	a worker who is permanently employed by the Contracting Authority, on either a full or part-time basis with a regular working pattern.
"Summary Dashboard Report"	a report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Supplier"	the person, firm or company identified in this Call Off Contract Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with this Call-Off Contract but excluding the Contracting Authority Assets;
"Supplier Assurance Questionnaire"	part of the DCPD security model.
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in this Call-Off Contract;
"Supplier's Confidential Information"	a) any information, however, it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to

	<p>the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of this Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Contracting Authority prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Contracting Authority) in the performance of its obligations under this Call-Off Contract;
"Supplier Flexible Worker/Temporary Worker User"	a Flexible Worker supplied by the Supplier with the authority to undertake Level 0 BMS actions.
"Supplier Fill"	supplier staff confirming the ability of a Flexible Worker to fulfil a role in the Flexible Resource Pool.
"Supplier's Final Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier Management Charge"	the value as stated in the Management Information template in Paragraph 5 of this Call-Off Schedule 15 (Call-Off Contract Management); This includes all fees associated with Flexible Resource Pool Set Up, Mobilisation of a Bank, Annual Management Fee and Hourly Transaction Fee.
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <ul style="list-style-type: none"> a) achieve a Milestone by its Milestone Date; b) provide the Services in accordance with the Service Levels; and/or c) comply with an obligation under this Call Off Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of this Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier's Proposals"	has the meaning given to it in Paragraph 0 this Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"Supplier's Provisional 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;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supplier Strategic Overview Report"	A report as set out in Annex A to Call-Off Schedule 15 MOD MI Reporting Instructions containing Management Information submitted to the Contracting Authority in accordance with the MI Reporting Instructions.
"Supplier System"	the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Contracting Authority System);
"Supply Chain Information Report Template"	the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
"Supporting Documentation"	sufficient information in writing to enable the Contracting Authority to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Contracting Authority under this Call-Off Contract detailed in the information are properly payable;
"Temporary Worker"	a worker who is engaged by the Contracting Authority(s) on either a Temporary Assignment or Fixed Term Assignment.
"Term"	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
"Termination Assistance"	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Contracting Authority pursuant to the Termination Assistance Notice;
"Termination Assistance Notice"	has the meaning given to it in Paragraph 0 of this Call-Off Schedule 10 (Exit Management);
"Termination Assistance Period"	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 0 of this Call-Off Schedule 10 (Exit Management)
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in this Call-Off Contract;
"Test Plan"	a plan:

	<p>a) for the Testing of the Deliverables; and</p> <p>b) setting out other agreed criteria related to the achievement of Milestones;</p>
"Tests and Testing"	any tests required to be carried out pursuant to this Call-Off Contract as set out in the Test Plan or elsewhere in this Call-Off Contract and "Tested" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Timesheet"	An electronic form, available via the BMS, on which a Flexible Worker is to record the hours worked, and meal breaks taken, on placement during a Working Week.
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Contracting Authority;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Contracting Authority or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 0 of this Call-Off Schedule 10 (Exit Management);
"Transferring Contracts"	has the meaning given to it in Paragraph 0 of this Call-Off Schedule 10 (Exit Management);
"Transferring Contracting Authority Employees"	those employees of the Contracting Authority to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to 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 whose names are provided to the Supplier on or prior to the Relevant Transfer Date.
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	<p>the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –</p> <p>(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Contracting Authority; and</p> <p>(ii) Commercially Sensitive Information;</p>
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Contracting

	Authority in accordance with the reporting requirements in this Call-Off Schedule 1 (Transparency Reports);
"Travel and Subsistence Policy"	A Policy provided at Annex C to Call-Off Schedule 5 - Pricing Details
"Unique Continuous Improvement Initiative Reference Number"	A unique reference number applied to each Continuous Improvement Initiative raised by the Supplier.
"Unique Complaint Reference Number"	A unique reference number applied to each Complaint raised.
"Unique Demand Order Reference Number"	A unique reference number applied to each individual Demand Order (and continuation thereof), supplied by the Supplier via the BMS, to be used in all correspondence, in order that Demand Orders are individually identifiable.
"Unit Identity Number" or "UIN"	A code assigned to an individual Placement Location to enable it to be financially identifiable.
"Upper Quartile"	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.
"URL"	Uniform Resource Locator - the address of a web page.
"US-EU Privacy Shield Register"	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://www.privacyshield.gov/list ;
"Variation"	has the meaning given to it in Clause 24 (Changing the contract);
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form) (if applicable);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"White Label"	Without inclusion of the Suppliers logo or any other supplier related distinguishing marks

"Worker"	Any one of the Supplier Staff which the Contracting Authority, in its reasonable opinion, considers is an individual who works under a contract, other than a contract of employment, whereby the individual undertakes to do or perform personally any work or services for another party to the contract whose status is not by virtue of the contract that or a client or customer of any profession or business undertaking carried on by the individual.
"Working Days"	any day other than a Saturday or Sunday or public holiday in England and Wales.
"Working Week"	A seven (7) day period commencing at 00.00 on a Saturday and ending at 23.59 the following Friday.

Joint Schedule 2 (Variation Form)

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

Contract Details	
This variation is between:	Contracting Authority “(MOD)” And insert name of Supplier (“the Supplier”)
Contract name:	insert name of contract to be changed (“the Contract”)
Contract reference number:	insert contract reference number
Details of Proposed Variation	
Variation initiated by:	Contracting Authority/Supplier
Variation number:	insert variation number
Date variation is raised:	insert date
Proposed variation	
Reason for the variation:	insert reason
An Impact Assessment shall be provided within:	insert number days
Impact of Variation	
Likely impact of the proposed variation:	Supplier to insert assessment of impact
Outcome of Variation	

Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> • CCS/Contracting Authority to insert original Clauses or Paragraphs to be varied and the changed clause] 	
Financial variation:	Original Contract Value:	£ insert amount
	Additional cost due to variation:	£ insert amount
	New Contract value:	£ insert amount

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Contracting Authority/Supplier
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Joint Schedule 3 (Insurance Requirements)

1. The insurance you need to have for the Call Off Contract

- 1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under this Call-Off Contract (specified in the applicable Order Form) ("**Additional Insurances**") and any other insurances as may be required by applicable Law (together the "**Insurances**"). The Supplier shall ensure that each of the Insurances is effective no later than: the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and this Call-Off Contract Effective Date in respect of the Additional Insurances.
- 1.2 The Insurances shall be:
 - 1.2.1 Maintained in accordance with Good Industry Practice;
 - 1.2.2 (So far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
 - 1.2.3 Taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Contracting Authority shall be indemnified in respect of claims made against the Contracting Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
 - 2.1.1 Take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
 - 2.1.2 Promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware;
 - 2.1.3 And hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips

and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you are not insured

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Contracting Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

- 4.1 The Supplier shall upon the Start Date and within fifteen (15) Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Contracting Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Contracting Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

- 6.1 The Supplier shall notify the Contracting Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Contracting Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Contracting Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall co-operate with the Contracting Authority

and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Contracting Authority is the claimant party, the Supplier shall give the Contracting Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Contracting Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Contracting Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

2. The Supplier shall hold the following standard insurance cover from the Framework Start Date in accordance with this Schedule:
 - 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000);
 - 1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000); and
 - 1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?

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

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

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

Pricing Schedule

Key Performance Indicators KPIs

Names and Addressed of Individuals

Service Credits

Supplier Management Information

TUPE

Joint Schedule 5 (Corporate Social Responsibility)

1. What we expect from our Suppliers

- 1.1 In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government.
https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf
- 1.2 Contracting Authority expects its suppliers and Subcontractors to meet the standards set out in that Code. In addition, Contracting Authority expects its suppliers and Subcontractors to comply with the standards set out in this Schedule.
- 1.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

2. Equality and Accessibility

- 2.1 In addition to legal obligations, the Supplier shall support CCS and the Contracting Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - 2.1.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 2.1.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

3. Modern Slavery, Child Labour and Inhumane Treatment

- 3.1 The Supplier:
 - 3.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - 3.1.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - 3.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.
 - 3.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

- 3.1.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- 3.1.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- 3.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- 3.1.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Paragraph 3;
- 3.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- 3.1.10 shall not use or allow child or slave labour to be used by its Subcontractors;
- 3.1.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Contracting Authority and Modern Slavery Helpline.

4. Income Security

4.1 The Supplier shall:

- 4.1.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 4.1.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 4.1.3 All workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- 4.1.4 not make deductions from wages:
 - 4.1.4.1 as a disciplinary measure
 - 4.1.4.2 except where permitted by law; or
 - 4.1.4.3 without expressed permission of the worker concerned;
- 4.1.5 record all disciplinary measures taken against Supplier Staff; and;

- 4.1.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

5. Working Hours

5.1 The Supplier shall:

- 5.1.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- 5.1.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
- 5.1.3 ensure that use of overtime used responsibly, taking into account:
 - 5.1.3.1 the extent;
 - 5.1.3.2 frequency; and
 - 5.1.3.3 hours worked;

by individuals and by the Supplier Staff as a whole;

- 5.2 The total hours worked in any seven-day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 5.3 Working hours may exceed 60 hours in any seven-day period only in exceptional circumstances where all of the following are met:
 - 5.3.1 this is allowed by national law;
 - 5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
 - 5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and
 - 5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

- 6.1 The supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:
<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

7. Protection of Flexible or Temporary Workers

- 7.1 The Supplier shall ensure that it protects the Flexible or Temporary Worker from any suspected fraud, malpractice or breach of legislation they may encounter, and raise awareness of any such activities with an appropriate organisation such as SaferJobs.
- 7.2 SaferJobs also helps raise awareness and combats criminal activities facing Suppliers within the recruitment industry.
- 7.3 Further information about SaferJobs can be found at: <https://www.safer-jobs.com/>

8. Agency Worker Regulations 2010 (“AWR”)

- 8.1 The AWR gives Flexible Workers the entitlement to the same or no less favourable treatment for basic employment and working conditions as a permanent employee of the Contracting Authority, if they complete a qualifying period of 12 weeks in a particular job.
- 8.2 The Supplier shall ensure that the AWR are applied to the Flexible Worker's assignment with the Contracting Authority where appropriate. Guidance is available on the Department for Business Innovation & Skills website: <http://www.bis.gov.uk/assets/biscore/employment-matters/docs/a/11-949-agency-workers-regulations-guidance.pdf>

9. IR35 legislation

- 9.1 The aim of the IR35 legislation is to eliminate the avoidance of tax and National Insurance Contributions (NICs) through the use of intermediaries such as personal Service companies, in circumstances where an individual worker would otherwise:
- 9.2 For tax purposes, be regarded as an employee of the client; and
- 9.3 For NICs purposes, be regarded as employed in employed earner's employment by the client
- 9.4 The Supplier shall ensure that Flexible or Temporary Workers are aware of their legal obligation to comply with the requirements of IR35. General guidance to IR35 legislation may be found on the following HMRC website: http://www.hmrc.gov.uk/leaflets/guide_limitcomp.htm

Joint Schedule 6 (Key Subcontractors)

1. Restrictions on certain Subcontractors

- 1.1 The Supplier is entitled to sub-contract its obligations under the Framework Contract to the Key Subcontractors set out in the Framework Award Form.
- 1.2 The Supplier is entitled to sub-contract its obligations under a Call-Off Contract to Key Subcontractors listed in the Framework Award Form who are specifically nominated in the Order Form.
- 1.3 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-contract or replace a Key Subcontractor, it must obtain the prior written consent of CCS and the Contracting Authority, and the Supplier shall, at the time of requesting such consent, provide CCS and the Contracting Authority with the information detailed in Paragraph 1.4. The decision of CCS and the Contracting Authority to consent or not will not be unreasonably withheld or delayed. Where CCS consents to the appointment of a New Key Subcontractor then they will be added to section 18 of the Framework Award Form. Where the Contracting Authority consents to the appointment of a New Key Subcontractor then they will be added to Key Subcontractor section of the Order Form. CCS and the Contracting Authority may reasonably withhold their consent to the appointment of a Key Subcontractor if it considers that:
 - 1.3.1 the appointment of a proposed Key Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 1.3.2 the proposed Key Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 1.3.3 the proposed Key Subcontractor employs unfit persons.
- 1.4 The Supplier shall provide CCS and the Contracting Authority with the following information in respect of the proposed Key Subcontractor:
 - 1.4.1 the proposed Key Subcontractor's name, registered office and company registration number;
 - 1.4.2 the scope/description of any Deliverables to be provided by the proposed Key Subcontractor;
 - 1.4.3 where the proposed Key Subcontractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the CCS and the Contracting Authority that the proposed Key Sub-Contract has been agreed on "arm's-length" terms;
 - 1.4.4 for CCS, the Key Sub-Contract price expressed as a percentage of the total projected Framework Price over the Framework Contract Period;
 - 1.4.5 for the Contracting Authority, the Key Sub-Contract price expressed as a percentage of the total projected Charges over the Call Off Contract Period; and

1.4.6 (where applicable) Credit Rating Threshold of the Key Subcontractor.

- 1.5 If requested by CCS and/or the Contracting Authority, within ten (10) Working Days of receipt of the information provided by the Supplier pursuant to Paragraph 1.4, the Supplier shall also provide:
- 1.5.1 a copy of the proposed Key Sub-Contract; and
 - 1.5.2 any further information reasonably requested by CCS and/or the Contracting Authority.
- 1.6 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:
- 1.6.1 provisions which will enable the Supplier to discharge its obligations under the Contracts;
 - 1.6.2 a right under CRTPA for CCS and the Contracting Authority to enforce any provisions under the Key Sub-Contract which confer a benefit upon CCS and the Contracting Authority respectively;
 - 1.6.3 a provision enabling CCS and the Contracting Authority to enforce the Key Sub-Contract as if it were the Supplier;
 - 1.6.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to CCS and/or the Contracting Authority;
 - 1.6.5 obligations no less onerous on the Key Subcontractor than those imposed on the Supplier under the Framework Contract in respect of:
 - 1.6.6 the data protection requirements set out in Clause 14 (Data protection);
 - 1.6.7 the FOIA and other access request requirements set out in Clause 16 (When you can share information);
 - 1.6.8 the obligation not to embarrass CCS or the Contracting Authority or otherwise bring CCS or the Contracting Authority into disrepute;
 - 1.6.9 the keeping of records in respect of the goods and/or services being provided under the Key Sub-Contract, including the maintenance of Open Book Data; and
 - 1.6.10 the conduct of audits set out in Clause 6 (Record keeping and reporting);
 - 1.6.11 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on CCS and the Contracting Authority under Clauses 10.4 (When CCS or the Contracting Authority can end this contract) and 10.5 (What happens if the contract ends) of this Contract; and
 - 1.6.12 a provision restricting the ability of the Key Subcontractor to sub-contract all or any part of the provision of the Deliverables provided to the Supplier under the Key Sub-Contract without first seeking the written consent of CCS and the Contracting Authority.

Joint Schedule 7 (Financial Difficulties)

When this Schedule applies

- 1.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 1.2 The terms of this Schedule shall survive:
- 1.2.1 under the Framework Contract until the later of (a) the termination or expiry of the Framework Contract or (b) the latest date of termination or expiry of any Call-Off contract entered into under the Framework Contract (which might be after the date of termination or expiry of the Framework Contract); and
 - 1.2.2 under this Call-Off Contract until the termination or expiry of this Call-Off Contract.

2. What happens when your credit rating changes

- 2.1 The Supplier warrants and represents to the Contracting Authority that as at the Start Date the long-term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.
- 2.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Contracting Authority in writing if there is any downgrade in the credit rating issued by any Rating Agency for a Monitored Company.
- 2.3 If there is any downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall ensure that the Monitored Company's auditors thereafter provide the Contracting Authority within ten (10) Working Days of the end of each Contract Year and within ten (10) Working Days of written request by the Contracting Authority (such requests not to exceed 4 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by the Contracting Authority. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- | | |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company; |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |
| C | is the value at the relevant date of all account receivables of the Monitored; and |

D is the value at the relevant date of the current liabilities of the Monitored Company.

2.4 The Supplier shall:

2.4.1 regularly monitor the credit ratings of each Monitored Company with the Rating Agencies; and

2.4.2 promptly notify (or shall procure that its auditors promptly notify) the Contracting Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within ten (10) Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

2.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

3. What happens if there is a Financial Distress Event

3.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Contracting Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Contracting Authority shall have the rights and remedies as set out in Paragraphs 3.3 to 3.6.

3.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Contracting Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Contracting Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

3.2.1 rectify such late or non-payment; or

3.2.2 demonstrate to the Contracting Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

3.3 The Supplier shall and shall procure that the other Monitored Companies shall:

3.3.1 at the request of the Contracting Authority meet the Contracting Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Call-Off Contract; and

3.3.2 where the Contracting Authority reasonably believes (considering the discussions and any representations made under Paragraph 4.3.1)

that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Call-Off Contract:

3.3.3 submit to the Contracting Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

3.3.4 provide such financial information relating to the Monitored Company as the Contracting Authority may reasonably require.

- 3.4 If the Contracting Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Contracting Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Contracting Authority or referred to the Dispute Resolution Procedure.
- 3.5 If the Contracting Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 3.6 Following Approval of the Financial Distress Service Continuity Plan by the Contracting Authority, the Supplier shall:
- 3.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Call-Off Contract;
- 3.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 3.6.1, submit an updated Financial Distress Service Continuity Plan to the Contracting Authority for its Approval, and the provisions of Paragraphs 3.5 and 3.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 3.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 3.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Contracting Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 3.3 to 3.6.

- 3.8 The Contracting Authority shall be able to share any information it receives from the Contracting Authority in accordance with this Paragraph with any Buyer who has entered into a Call-Off Contract with the Supplier.

4. When can the Contracting Authority terminate for financial distress

- 4.1 The Contracting Authority shall be entitled to terminate this Call-Off Contract for material Default if:
- 4.1.1 the Supplier fails to notify the Contracting Authority of a Financial Distress Event in accordance with Paragraph 3.4;
 - 4.1.2 the Contracting Authority and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 3.3 to 3.5; and/or
 - 4.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 3.6.3.

5. What happens if your credit rating is still good

- 5.1 Without prejudice to the Supplier's obligations and the Contracting Authority's rights and remedies under Paragraph 4, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:
- 5.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 3.3 to 3.6; and
 - 5.1.2 the Contracting Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 3.3.2(b).

ANNEX 1: RATING AGENCIES

REDACTED TEXT



ANNEX 2: CREDIT RATINGS & CREDIT RATING THRESHOLDS

Part 1: Current Rating

REDACTED TEXT

Joint Schedule 8 (Guarantee) Not Applicable

1. Framework Guarantee

1.1 Not Used

2. Call-Off Guarantee

2.1 Where a Contracting Authority has notified the Supplier that the award of this Call-Off Contract by the Contracting Authority shall be conditional upon receipt of a valid Call-Off Guarantee, then, on or prior to the execution of this Call-Off Contract, as a condition for the award of that Call-Off Contract, the Supplier shall deliver to the Contracting Authority:

2.1.1 an executed Call-Off Guarantee from a Call-Off Guarantor; and

2.1.2 a certified copy extract of the board minutes and/or resolution of this Call-Off Guarantor approving the execution of this Call-Off Guarantee.

2.2 Where a Contracting Authority has procured a Call-Off Guarantee from the Supplier under Paragraph 1.1 above, the Contracting Authority may terminate this Call-Off Contract for Material Default where:

2.2.1 this Call-Off Guarantor withdraws this Call-Off Guarantee for any reason whatsoever;

2.2.2 this Call-Off Guarantor is in breach or anticipatory breach of this Call-Off Guarantee;

2.2.3 an Insolvency Event occurs in respect of this Call-Off Guarantor;

2.2.4 this Call-Off Guarantee becomes invalid or unenforceable for any reason whatsoever; or

2.2.5 the Supplier fails to provide the documentation required by Paragraph 2.1 by the date so specified by the Contracting Authority;

2.2.6 and in each case, this Call-Off Guarantee (as applicable) is not replaced by an alternative guarantee agreement acceptable to the Contracting Authority.

Annex 1 – Form of Guarantee

INSERT NAME OF THE GUARANTOR

- AND -

INSERT NAME OF THE BENEFICIARY

DEED OF GUARANTEE

DEED OF GUARANTEE

THIS DEED OF GUARANTEE is made the _____ day of _____ 20

PROVIDED BY:

Insert the name of the Guarantor a company incorporated in England and Wales with number insert company no .whose registered office is at insert details of the Guarantor's registered office here OR a company incorporated under the laws of insert country, registered in insert country with number insert number at insert place of registration, whose principal office is at insert office details ("**Guarantor**")

WHEREAS:

- (A) The Guarantor has agreed, in consideration of the Beneficiary entering into the Guaranteed Agreement with the Supplier, to guarantee all of the Supplier's obligations under the Guaranteed Agreement.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Guaranteed Agreement, the Guarantor hereby agrees for the benefit of the Beneficiary as follows:

1. DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee:

- 1.1 unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;
- 1.2 references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;
- 1.3 unless the context otherwise requires, words importing the singular are to include the plural and vice versa;
- 1.4 references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.5 the words "other" and "otherwise" are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;
- 1.6 unless the context otherwise requires, reference to a gender includes the other gender and the neuter;
- 1.7 unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

- 1.8 unless the context otherwise requires, any phrase introduced by the words "including", "includes", "in particular", "for example" or similar, shall be construed as illustrative and without limitation to the generality of the related general words;
- 1.9 references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and
- 1.10 references to liability are to include any liability whether actual, contingent, present or future.

2. GUARANTEE AND INDEMNITY

- 2.1 The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.
- 2.2 The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

- 2.2.1 fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and
 - 2.2.2 as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.
- 2.3 As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any

obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3. OBLIGATION TO ENTER INTO A NEW CONTRACT

- 3.1 If the Guaranteed Agreement is terminated for any reason, whether by the Beneficiary or the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

4. DEMANDS AND NOTICES

- 4.1 Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

Insert Address of the Guarantor in England and Wales

Insert Facsimile Number

For the Attention of **Insert** details

or such other address in England and Wales or facsimile number as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or facsimile number for the receipt of such demands or notices.

4.2 Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

4.2.1 if delivered by hand, at the time of delivery; or

4.2.2 if posted, at 10.00 a.m. on the second Working Day after it was put into the post; or

4.2.3 if sent by facsimile, at the time of despatch, if despatched before 5.00 p.m. on any Working Day, and in any other case at 10.00 a.m. on the next Working Day.

- 4.3 In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the facsimile message was properly addressed and despatched, as the case may be.
- 4.4 Any notice purported to be served on the Beneficiary under this Deed of Guarantee shall only be valid when received in writing by the Beneficiary.

5. BENEFICIARY'S PROTECTIONS

- 5.1 The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.
- 5.2 This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:
- 5.2.1 it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;
- 5.2.2 it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;
- 5.2.3 if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and
- 5.2.4 the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.
- 5.3 The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach or non-performance by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.
- 5.4 The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No

action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

- 5.5 The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.
- 5.6 Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 5.7 Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.
- 5.8 The Guarantor shall afford any auditor of the Beneficiary appointed under the Guaranteed Agreement access to such records and accounts at the Guarantor's premises and/or provide such records and accounts or copies of the same, as may be required and agreed with any of the Beneficiary's auditors from time to time, in order that the Auditor may identify or investigate any circumstances which may impact upon the financial stability of the Guarantor.

6. GUARANTOR INTENT

- 6.1 Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

7. RIGHTS OF SUBROGATION

- 7.1 The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:
 - 7.1.1 of subrogation and indemnity;
 - 7.1.2 to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier's obligations; and
 - 7.1.3 to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary's written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Supplier and agrees not to do so until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

8. DEFERRAL OF RIGHTS

- 8.1 Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:
 - 8.1.1 exercise any rights it may have to be indemnified by the Supplier;
 - 8.1.2 claim any contribution from any other guarantor of the Supplier's obligations under the Guaranteed Agreement;
 - 8.1.3 take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement;
 - 8.1.4 demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or
 - 8.1.5 claim any set-off or counterclaim against the Supplier;
- 8.2 If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

9. REPRESENTATIONS AND WARRANTIES

- 9.1 The Guarantor hereby represents and warrants to the Beneficiary that:
 - 9.1.1 the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;
 - 9.1.2 the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering this Deed of Guarantee;
 - 9.1.3 the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3, have been duly

authorised by all necessary corporate action and do not contravene or conflict with:

- 9.1.3.1 the Guarantor's memorandum and articles of association or other equivalent constitutional documents;
 - 9.1.3.2 any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or
 - 9.1.3.3 the terms of any agreement or other document to which the Guarantor is a Party or which is binding upon it or any of its assets;
- 9.1.4 all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and
- 9.1.5 this Deed of Guarantee is the legal, valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

10. PAYMENTS AND SET-OFF

- 10.1 All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 10.2 The Guarantor shall pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 10.3 The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

11. GUARANTOR'S ACKNOWLEDGEMENT

- 11.1 The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

12. ASSIGNMENT

12.1 The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

12.2 The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

13. SEVERANCE

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

14. THIRD PARTY RIGHTS

14.1 Other than the Beneficiary, a person who is not a Party to this Deed of Guarantee shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

15. SURVIVAL

15.1 This Deed of Guarantee shall survive termination or expiry of the Guaranteed Agreement.

16. GOVERNING LAW

16.1 This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

16.2 The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

16.3 Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

16.4 The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

16.4.1 include the above provision when dealing with the appointment of English process agent by a non-English incorporated Guarantor

16.5 The Guarantor hereby irrevocably designates, appoints and empowers the Supplier a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales either at its registered office or on facsimile number **insert fax no.** from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

Insert name of the Guarantor acting by **Insert/print names**

Director

Director/Secretary

Joint Schedule 9 (Minimum Standards of Reliability)

1. Standards

- 1.1 No Call-Off Contract with an anticipated contract value in excess of £20 million (excluding VAT) shall be awarded to the Supplier if it does not show that it meets the minimum standards of reliability as set out in the OJEU Notice ("Minimum Standards of Reliability") at the time of the proposed award of this Call-Off Contract.
- 1.2 CCS shall assess the Supplier's compliance with the Minimum Standards of Reliability:
 - 1.2.1 upon the request of any Contracting Authority; or
 - 1.2.3 whenever it considers (in its absolute discretion) that it is appropriate to do so.
- 1.3 In the event that the Supplier does not demonstrate that it meets the Minimum Standards of Reliability in an assessment carried out pursuant to Paragraph 1.2, CCS shall so notify the Supplier (and the Contracting Authority in writing) and the CCS reserves the right to terminate its Framework Contract for material Default under Clause 10.4 (When CCS or the Contracting Authority can end this contract).

Joint Schedule 10 (Rectification Plan)

Request for Revised Rectification Plan			
Details of the Default:	Guidance: Explain the Default, with clear schedule and clause references as appropriate		
Deadline for receiving the Revised Rectification Plan:	add date five (5) Working Days from request		
Signed by CCS/Contracting Authority :		Date:	
Supplier Revised Rectification Plan			
Cause of the Default	add cause		
Anticipated impact assessment:	add impact		
Actual effect of Default:	add effect		
Steps to be taken to rectification:	Steps	Timescale	
	1.	date	
	2.	date	
	3.	date	
	4.	date	
	...	date	
Timescale for complete Rectification of Default	X Working Days		
Steps taken to prevent recurrence of Default	Steps	Timescale	
	1.	date	
	2.	date	
	3.	date	
	4.	date	
	5.	date	

Signed by the Supplier:		Date:	
Review of Rectification Plan CCS/Contracting Authority			
Outcome of review	Plan Accepted Plan Rejected Revised Plan Requested		
Reasons for Rejection (if applicable)	add reasons		
Signed by CCS/Contracting Authority		Date:	

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a 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 the 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:

- 4.1 a systematic description of the envisaged Processing and the purpose of the Processing;
- 4.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
- 4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 4.4 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:

5.1 Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

5.2 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:

- 5.2.1 nature of the data to be protected;

5.2.2 harm that might result from a Personal Data Breach;

5.2.3 state of technological development; and

5.2.4 cost of implementing any measures;

5.3 ensure that:

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

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

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

5.3.2.2 are subject to appropriate confidentiality undertakings with the Processor or any sub processor;

5.3.2.3 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

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

5.4 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:

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

5.4.2 the Data Subject has enforceable rights and effective legal remedies;

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

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

5.5 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(Processing Data), the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:

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

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

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

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

6.5 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

6.6 becomes aware of a Personal Data Breach.

7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11(Processing Data) 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(Processing Data) (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

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

8.2 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;

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

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

8.5 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(Processing Data). This requirement does not apply where the Processor employs fewer than 250 staff, unless:

9.1 the Controller determines that the Processing is not occasional;

9.2 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

9.3 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 sub processor to Process any Personal Data related to the Contract, the Processor must:

12.1 notify the Controller in writing of the intended sub processor and Processing;

12.2 obtain the written consent of the Controller;

12.3 enter into a written agreement with the sub processor which give effect to the terms set out in this Joint Schedule 11(Processing Data). such that they apply to the sub processor; and

12.4 provide the Controller with such information regarding the sub processor as the Controller may reasonably require.

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

14. The Contracting Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11(Processing Data). 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 Contracting 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.

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(Processing Data) 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:

21.1 to the extent necessary to perform their respective obligations under the Contract;

21.2 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

21.3 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 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"**):

24.1 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

24.2 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:

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

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

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

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

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

25.3 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

25.4 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*).

28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11(*Processing Data*) 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.

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 Contracting Authority at its absolute discretion.

The contact details of the Contracting Authority's Data Protection Officer are:

REDACTED TEXT

MOD Information Rights Team

Ground floor,

Zone D

Main Building

Whitehall

London

SW1A 2HB

Email: cio-dpa@mod.uk

The contact details of the Supplier's Data Protection Officer are: REDACTED TEXT

- 1.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.2 Any such further instructions shall be incorporated into this Annex.
- 1.3 DEFFORM 532 shall be completed where one party is Controller and the other Party is Processor.

Annex 2 - Joint Controller Agreement Not Applied

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(Processing Data) (Where one Party is Controller and the other Party is Processor) and paragraphs 7-27 of Joint Schedule 11(Processing Data) (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/ Contracting Authority**:

1.2.1 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;

1.2.2 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;

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

1.2.4 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

1.2.5 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 / Contracting Authority's** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

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

2. Undertakings of both Parties

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

1.1.1 report to the other Party every **x** months on:

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

- 1.1.1.2 the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - 1.1.1.3 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;
 - 1.1.1.4 any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - 1.1.1.5 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;
- 2.2 notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(1.1.1) to (1.1.1.5);
- 2.3 provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses (1.1.1.3) to (1.1.1.5) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- 2.4 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;
- 2.5 request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- 2.6 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;
- 2.7 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:
 - 2.7.1 are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - 2.7.2 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;

- 2.7.3 have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- 2.8 ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
 - 2.8.1 nature of the data to be protected;
 - 2.8.2 harm that might result from a Personal Data Breach;
 - 2.8.3 state of technological development; and
 - 2.8.4 cost of implementing any measures;
- 2.9 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
- 2.10 ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- 2.11 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

3. Data Protection Breach

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

3.1.1 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;

3.1.2 all reasonable assistance, including:

3.1.2.1 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;

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

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

3.1.2.4 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:

- 3.2.1 the nature of the Personal Data Breach;
- 3.2.2 the nature of Personal Data affected;
- 3.2.3 the categories and number of Data Subjects concerned;
- 3.2.4 the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- 3.2.5 measures taken or proposed to be taken to address the Personal Data Breach; and
- 3.2.6 describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- 4.1.1 the Contracting Authority, or a third-party auditor acting under the Contracting Authority's direction, to conduct, at the Contracting 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
- 4.1.2 the Contracting Authority, or a third-party auditor acting under the Contracting 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 Contracting 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:

- 5.1.1 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

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

7. Liabilities for Data Protection Breach

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

7.1.1 if in the view of the Information Commissioner, the Contracting Authority is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Contracting Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Contracting Authority, then the Contracting Authority shall be responsible for the payment of such Financial Penalties. In this case, the Contracting 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 Contracting 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;

7.1.2 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 Contracting Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Contracting 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

7.1.3 if no view as to responsibility is expressed by the Information Commissioner, then the Contracting 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 Contracting 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**”):

7.3.1 if the Contracting Authority is responsible for the relevant Personal Data Breach, then the Contracting Authority shall be responsible for the Claim Losses;

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

7.3.3 if responsibility for the relevant Personal Data Breach is unclear, then the Contracting 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 Contracting 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 Contracting Authority.

8. Termination

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

9. Sub-Processing

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

9.1.1 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

9.1.2 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.

Joint Schedule 12 (Supply Chain Visibility)

1. Visibility of Sub-Contract Opportunities in the Supply Chain

1.1 The Supplier shall:

1.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Deliverables above a minimum threshold of £25,000 that arise during the Contract Period;

1.1.2 within 90 days of awarding a Sub-Contract to a Subcontractor, update the notice on Contract Finder with details of the successful Subcontractor;

1.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

1.1.4 provide reports on the information at Paragraph 2.1.3 to the Contracting Authority in the format and frequency as reasonably specified by the Contracting Authority; and

1.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

1.2 Each advert referred to in Paragraph 2.1.1 of this Schedule 12 (Supply Chain Visibility) shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

1.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Effective Date.

1.4 Notwithstanding Paragraph 2.1, the Authority may by giving its prior Approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

2. Visibility of Supply Chain Spend

2.1 In addition to any other management information requirements set out in the Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the "SME Management Information Reports") to the Contracting Authority which incorporates the data described in the Supply Chain Information Report Template which is:

2.1.1 the total contract revenue received directly on the Contract;

2.1.2 the total value of sub-contracted revenues under the Contract (including revenues for non-SMEs/non-VCSEs); and

2.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.

2.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Contracting Authority from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1(a) –(c) and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Contracting Authority issuing a replacement version. The Contracting Authority agrees to give at least thirty (30) days' notice in writing of any such change and shall specify the date from which it must be used.

2.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior Approval of the Authority.

Annex 1

Supply Chain Information Report template



Supply Chain Information
Report templat

Call-Off Schedules

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Contracting Authority is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Contracting Authority with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Contracting Authority for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Contracting Authority rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Contracting Authority. If the Parties fail to agree on a draft Transparency Report the Contracting Authority shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Contracting Authority at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Format	Frequency
Performance reports except for Commercially Sensitive Information	Microsoft Word or Excel	When issued or amended
Call-Off Contract except for Commercially Sensitive Information	Microsoft Word or Excel	When issued or amended
Call-Off Contract Charges except for Commercially Sensitive Information	Microsoft Word or Excel	When issued or amended
Key Subcontractors except for Commercially Sensitive Information	Microsoft Word or Excel	When issued or amended
Technical except for Commercially Sensitive Information	Microsoft Word or Excel	When issued or amended
Performance management except for Commercially Sensitive Information	Microsoft Word or Excel	When issued or amended

Call-Off Schedule 2 (Staff Transfer)

1. Interpretation

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or 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 CCS, the Contracting Authority, Former Supplier, Replacement Supplier or Replacement Sub-contractor, as the case may be and where the Sub-contractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

2. Which parts of this Schedule apply

Only the following parts of this Schedule shall apply to this Call Off Contract:

- 2.1 Part A (Staff Transfer at Start Date – Outsourcing from the Contracting Authority)
- 2.2 Part B (Staff Transfer at Start Date – Transfer from Former Supplier)
- 2.3 Part C (No Staff Transfer on Start Date)
- 2.4 Part D (Pensions)
 - 2.4.1 Annex D1 (CSPS)
 - 2.4.2 Annex D2 (NHSPS)
 - 2.4.3 Annex D3 (LGPS)
- 2.5 Part E (Staff Transfer on Exit)

2.1 Part A: Staff Transfer at the Start Date

Outsourcing from the Contracting Authority

1. What is a relevant transfer

1.1 The Contracting Authority 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 Contracting Authority Employees; and
- 1.1.2 as a result of the operation of the Employment Regulations, the contracts of employment between the Contracting Authority and the Transferring Contracting Authority 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 Sub-Contractor and each such Transferring Contracting Authority Employee.
- 1.1.3 The Contracting Authority shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Contracting Authority Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Contracting Authority must give

- 2.1 Subject to Paragraph 2.2, the Contracting Authority shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Contracting Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contracting Authority Employee occurring before the Relevant Transfer Date.
- 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.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Contracting Authority who is not identified as a Transferring Contracting Authority Employee claims, or it is determined in relation to any employees of the Contracting Authority, that his/her contract of employment has been transferred from the Contracting Authority to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then -
 - 2.3.1 the Supplier will, within five (5) Working Days of becoming aware of that fact, notify the Contracting Authority in writing;

- 2.3.2 the Contracting Authority may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within five (5) Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Contracting Authority will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Contracting Authority's employees referred to in this Paragraph 2.3.

- 2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:
 - 2.4.1 for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Sub-contractor; or
 - 2.4.2 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure.
- 2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.
- 2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Contracting Authority against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Sub-contractor in respect of any Transferring Contracting Authority Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Contracting Authority Employee whether occurring before, on or after the Relevant Transfer Date.
- 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 Contracting Authority whether occurring or having its origin before, on or after

the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Contracting Authority's failure to comply with its obligations under the Employment Regulations.

- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Contracting Authority Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

- 4.1 The Supplier shall promptly provide to the Contracting Authority in writing such information as is necessary to enable the Contracting Authority to carry out its duties under regulation 13 of the Employment Regulations. The Contracting Authority shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 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 comply with any requirement notified to it by the Contracting Authority relating to pensions in respect of any Transferring Contracting Authority Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) 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

- 6.1 The Supplier shall comply with:
- 6.1.1 all statutory pension obligations in respect of all Transferring Contracting Authority Employees; and
 - 6.1.2 the provisions in Part D: Pensions.

2.2 Part B: Staff transfer at the Start Date

Transfer from a former Supplier on Re-procurement

1. What is a relevant transfer

- 1.1 The Contracting Authority 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 any Sub-contractor and each such Transferring Former Supplier Employee.
- 1.2 The Contracting Authority 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 (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Contracting Authority shall procure that each Former Supplier shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of 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;
- 2.2 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.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person 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 then:
 - 2.3.1 the Supplier will within five (5) Working Days of becoming aware of that fact notify the Contracting Authority and the relevant Former Supplier in writing;

- 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within five (5) Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Contracting Authority shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in Paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Sub-contractor; or
- 2.4.2 that the termination of employment was unfair because the Supplier and/or Sub-contractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Sub-contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-contractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Contracting Authority, and the Former Supplier against any Employee Liabilities arising from or as a result of 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.

3.2 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 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, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

- 4.1 The Supplier shall promptly provide to the Contracting Authority and/or at the Contracting Authority's direction, the Former Supplier, in writing such information as is necessary to enable the Contracting Authority and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Contracting Authority shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Contracting Authority relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) 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 Change Control Procedure.

6. Limits on the Former Supplier's obligations

- 6.1 Notwithstanding any other provisions of this Part B, where in this Part B the Contracting Authority 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 Contracting Authority's contract with the Former Supplier contains a contractual right in that regard which the Contracting Authority may enforce, or otherwise so that it requires only that the Contracting Authority's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

- 7.1 The Supplier shall comply with:
- 7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and

7.1.2 the provisions in Part D: Pensions.

2.3 Part C: No Staff Transfer on the Start Date

1. What happens if there is a staff transfer

- 1.1 The Contracting Authority 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 Contracting Authority and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Contracting Authority and/or a Former Supplier claims, or it is determined in relation to any employee of the Contracting Authority and/or a Former Supplier, that his/her contract of employment has been transferred from the Contracting Authority and/or the Former Supplier to the Supplier and/or any Sub-contractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within five (5) Working Days of becoming aware of that fact, notify the Contracting Authority in writing;
 - 1.2.2 the Contracting Authority may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within fifteen (15) Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in Paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within five (5) Working Days give notice to terminate the employment of such person;and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:
 - 1.2.4.1 the Contracting Authority will indemnify the Supplier and/or the relevant Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Contracting Authority's employees referred to in Paragraph 1.2; and
 - 1.2.4.2 the Contracting Authority will procure that the Former Supplier indemnifies the Supplier and/or any 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.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.4 for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Sub-contractor; or

- 1.3.5 any claim that the termination of employment was unfair because the Supplier and/or any Sub-contractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Sub-contractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Sub-contractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Contracting Authority 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 Limits on the Former Supplier's obligations

- 2.1 Where in this Part C the Contracting Authority 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 Contracting Authority's contract with the Former Supplier contains a contractual right in that regard which the Contracting Authority may enforce, or otherwise so that it requires only that the Contracting Authority must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

2.4 Part D: Pensions

1. Supplier obligations to participate in the pension schemes

1.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPA, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.

1.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.

1.3 The Supplier undertakes:

1.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and

1.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

2. Supplier obligation to provide information

2.1 The Supplier undertakes to the Contracting Authority:

2.1.1 to provide all information which the Contracting Authority may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and

2.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Contracting Authority (such consent not to be unreasonably withheld or delayed).

3. Indemnities the Supplier must give

3.1 The Supplier undertakes to the Contracting Authority to indemnify and keep indemnified CCS, NHS Pensions the Contracting Authority and/or any Replacement Supplier and/or any Replacement Sub-contractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPA Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates 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 Fair Deal Schemes.

3.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Contracting Authority and/or any Replacement Supplier and/or Replacement Sub-contractor from and against all Losses suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Supplier and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

3.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or

3.2.2 arise out of the failure of the Supplier and/or any relevant Sub-contractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.

3.3 The indemnities in this Part D and its Annexes:

3.3.1 shall survive termination of this Contract; and

3.3.2 shall not be affected by the caps on liability contained in Clause 9 (How much you can be held responsible for).

4. What happens if there is a dispute

4.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Contracting Authority and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Contracting Authority and/or the Supplier be referred to an independent Actuary:

4.1.1 who will act as an expert and not as an arbitrator;

4.1.2 whose decision will be final and binding on the CCS and/or the Contracting Authority and/or the Supplier; and

4.1.3 whose expenses shall be borne equally by the CCS and/or the Contracting Authority and/or the Supplier unless the independent Actuary shall otherwise direct.

5. Other people's rights

5.1 The Parties agree Clause 17 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.

5.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Sub-contractor in his or her or its own right under section 1(1) of the CRTPA.

6. What happens if there is a breach of this Part D

6.1 The Supplier agrees to notify the Contracting Authority should it breach any obligations it has under this Part D and agrees that the Contracting Authority shall be entitled to terminate its Contract for material Default in the event that the Supplier:

6.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or

6.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Contracting Authority giving particulars of the breach and requiring the Supplier to remedy it.

7. Transferring New Fair Deal Employees

7.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Sub-Contractor shall:

7.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

7.1.2 procure that the employer to which the Fair Deal Employees are transferred (the "New Employer") complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

8. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer on Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

9. Broadly Comparable Pension Schemes

9.1 If either:

9.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPA, 5.2 of Annex D2: NHSPS and or 4 of Annex D3: LGPS apply; and/or

9.1.2 the Contracting Authority agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Sub-contractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

the Supplier must (and must, where relevant, procure that each of its Sub-contractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Contracting Authority.

9.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 9.1, the Supplier shall (and shall procure that any of its Sub-contractors shall):

9.2.1 supply to the Contracting Authority details of its (or its Sub-contractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than twenty-eight (28) days before the Relevant Transfer Date;

9.2.2 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 for the period ending on the Service Transfer Date;

9.2.3 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 CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Contracting Authority may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;

9.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Sub-contractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Sub-contractor's Broadly Comparable pension scheme is terminated;

9.2.5 allow and make all necessary arrangements to effect, 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 relevant Statutory Scheme and as is relevant 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 appropriate Statutory Scheme to fund day for day service ("Shortfall"), the Supplier or the Sub-contractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Sub-contractor, the Shortfall shall be paid by the Supplier; and

9.2.6 indemnify CCS and/or the Contracting Authority and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 9.2.5 above.

Annex D1: Civil Service Pensions Schemes (CSPS)

10. Access to equivalent pension schemes after transfer

10.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on 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 CSPS for service from (and including) the Relevant Transfer Date.

10.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Contracting Authority, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

Annex D2: NHS Pension Schemes

11. Membership of the NHS Pension Scheme

11.1 In accordance with New Fair Deal, the Supplier and/or any of its Sub-contractors to which the employment of any NHSPS Eligible Employee compulsorily transfers as a result of the award of this Contract, if not an NHS Body or other employer which participates automatically in the NHSPS, must by or as soon as reasonably practicable after the Relevant Transfer Date, each secure a Direction Letter to enable the NHSPS Eligible Employees to retain either continuous active membership of or eligibility for, the NHSPS for so long as they remain employed in connection with the delivery of the Services under this Contract, and have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

11.2 The Supplier must supply to the Contracting Authority by or as soon as reasonably practicable after the Relevant Transfer Date a complete copy of each Direction Letter.

11.3 The Supplier must ensure (and procure that each of its Sub-Contracts (if any) ensures) that all of its NHSPS Eligible Employees have a contractual right to continuous active membership of or eligibility for the NHSPS for so long as they have a right to membership or eligibility of that scheme under the terms of the Direction Letter.

11.4 The Supplier will (and will procure that its Sub-contractors (if any) will) comply with the terms of the Direction Letter, the NHS Pension Scheme Regulations (including any terms which change as a result of changes in Law) and any relevant policy issued by the Department of Health in respect of the NHSPS Eligible Employees for so long as it remains bound by the terms of any such Direction Letter.

11.5 Where any employee omitted from the Direction Letter supplied in accordance with Paragraph 11 of this Annex are subsequently found to be an NHSPS Eligible Employee, the Supplier will (and will procure that its Sub-contractors (if any) will) treat that person as if they had been an NHSPS Eligible Employee from the Relevant Transfer Date so that their Pension Benefits and NHS Premature Retirement Rights are not adversely affected.

11.6 The Supplier will (and will procure that its Sub-contractors (if any) will) as soon as reasonably practicable and at its (or its Sub-contractor's) cost, obtain any guarantee, bond or indemnity that may from time to time be required by the Secretary of State for Health.

12. Access to NHS Pension Schemes after transfer

The Supplier will procure that with effect from the Relevant Transfer Date the NHSPS Eligible Employees shall be either eligible for or remain in continuous active membership of (as the case may be) the NHSPS for employment from (and including) the Relevant Transfer Date.

13. Continuation of early retirement rights after transfer

From the Relevant Transfer Date until the Service Transfer Date, the Supplier must provide (and/or must ensure that its Sub-contractors (if any) provide) NHS Premature Retirement Rights in respect of the NHSPS Eligible Employees that are identical to the benefits they would have received had they remained employees of

the Contracting Authority, an NHS Body or other employer which participates automatically in the NHSPS.

14. What the Contracting Authority do if the Supplier breaches its pension obligations

14.1 The Supplier agrees that the Contracting Authority is entitled to make arrangements with NHS Pensions for the Contracting Authority to be notified if the Supplier (or its Sub-contractor) breaches the terms of its Direction Letter. Notwithstanding the provisions of the foregoing, the Supplier shall notify the Contracting Authority in the event that it (or its Sub-contractor) breaches the terms of its Direction Letter.

14.2 If the Contracting Authority is entitled to terminate the Contract or the Supplier (or its Sub-contractor, if relevant) ceases to participate in the NHSPS for whatever other reason, the Contracting Authority may in its sole discretion, and instead of exercising its right to terminate this Contract where relevant, permit the Supplier (or any such Sub-contractor, as appropriate) to offer Broadly Comparable Pension Benefits, on such terms as decided by the Contracting Authority. The provisions of Paragraph 8 (Bulk Transfer Obligations in relation to any Broadly Comparable pension scheme) of Part D: Pensions shall apply in relation to any Broadly Comparable pension scheme established by the Supplier or its Sub-contractors.

14.3 In addition to the Contracting Authority's right to terminate the Contract, if the Contracting Authority is notified by NHS Pensions of any NHS Pension Scheme Arrears, the Contracting Authority will be entitled to deduct all or part of those arrears from any amount due to be paid under this Contract or otherwise.

15. Compensation when pension scheme access can't be provided

15.1 If the Supplier (or its Sub-contractor, if relevant) is unable to provide the NHSPS Eligible Employees with either:

15.1.1 membership of the NHSPS (having used its best endeavours to secure a Direction Letter); or

15.1.2 access to a Broadly Comparable pension scheme, the Contracting Authority may in its sole discretion permit the Supplier (or any of its Sub-contractors) to compensate the NHSPS Eligible Employees in a manner that is Broadly Comparable or equivalent in cash terms, the Supplier (or Sub-contractor as relevant) having consulted with a view to reaching agreement with any recognised trade union or, in the absence of such body, the NHSPS Eligible Employees. The Supplier must meet (or must procure that the relevant Sub-contractor meets) the costs of the Contracting Authority determining whether the level of compensation offered is reasonable in the circumstances.

15.2 This flexibility for the Contracting Authority to allow compensation in place of Pension Benefits is in addition to and not instead of the Contracting Authority's right to terminate the Contract.

16. Indemnities that a Supplier must give

16.1 The Supplier must indemnify and keep indemnified the CCS, the Contracting Authority and any Replacement Supplier against all Losses arising out of any claim by any NHSPS Eligible Employee that the provision of (or failure to provide) Pension Benefits and NHS Premature Retirement Rights from the Relevant Transfer Date, or

the level of such benefit provided, constitutes a breach of his or her employment rights.

16.2 The Supplier must indemnify and keep indemnified the Contracting Authority, NHS Pensions and any Replacement Supplier against all Losses arising out of the Supplier (or its Sub-contractor) allowing anyone who is not an NHSPS Eligible Employee to join or claim membership of the NHSPS at any time during the Contract Period.

17. Sub-Contractors

17.1 If the Supplier enters into a Sub-Contract for the delivery of all or part or any component of the Services which will involve the transfer of employment of any NHSPS Eligible Employee it will impose obligations on its Sub-contractor in identical terms as those imposed on the Supplier in relation to Pension Benefits and NHS Premature Retirement Rights by this Annex, including requiring that:

17.1.1 if the Supplier has secured a Direction Letter, the Sub-contractor also secures a Direction Letter in respect of the NHSPS Eligible Employees for their future service with the Sub-contractor as a condition of being awarded the Sub-Contract and the Supplier shall be responsible for ensuring that the Contracting Authority receives a complete copy of each such Sub-contractor direction letter as soon as reasonably practicable; or

17.1.2 if, in accordance with Paragraph 13 of this Annex, the Supplier has offered the NHSPS Eligible Employees access to a pension scheme under which the benefits are Broadly Comparable to those provided under the NHSPS, the Sub-contractor either secures a Direction Letter in respect of the NHSPS Eligible Employees or (with the prior consent of the Contracting Authority) provides NHSPS Eligible Employees with access to a scheme with Pension Benefits which are Broadly Comparable to those provided under the NHSPS whereupon the provisions of Paragraph 8 (Bulk Transfer Obligations in relation to any Broadly Comparable Scheme) shall apply.

17.2 The Supplier shall procure that each Sub-contractor provides indemnities to the Contracting Authority, NHS Pensions and/or any Replacement Supplier and/or Replacement Sub-contractor that are identical to the indemnities set out in Paragraph 16 of this Annex B. Where a Sub-contractor fails to satisfy any claim made under such one or more indemnities, the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

Annex D3: Local Government Pension Schemes (LGPS)

18. Supplier must become a LGPS admission body

18.1 Where the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date, the Supplier shall become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which will have effect from and including the Relevant Transfer Date.

18.2 The LGPS Admission Agreement must ensure that all LGPS Eligible Employees covered by that Agreement who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. Any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date must retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so.

18.3 The Supplier shall provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement.

18.4 The Supplier shall not automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS.

19. Right of set-off

The Contracting Authority shall have a right to set off against any payments due to the Supplier under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Supplier (or from any relevant Sub-contractor) under an LGPS Admission Agreement and shall pay such amount to the relevant Fund.

20. Supplier ceases to be an LGPS Admission Body

If the Supplier employs any LGPS Eligible Employees from a Relevant Transfer Date and the Supplier either cannot or does not participate in the LGPS, the Supplier shall offer such LGPS Eligible Employee membership of a pension scheme Broadly Comparable to the LGPS.

21. Discretionary benefits

Where the Supplier is an LGPS Admission Body, the Supplier shall award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date.

Annex D4: Other Schemes

Not Used

2.4 Part E: Staff Transfer on Exit

1 Obligations before a Staff Transfer

- 1.1 The Supplier agrees that within twenty-eight (28) Working Days of the earliest of:
 - 1.1.1 receipt of a notification from the Contracting Authority 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 the relevant 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 Contracting Authority at any time (provided that the Contracting Authority 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 Data Protection Laws, 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 Contracting Authority.
- 1.2 At least twenty-eight (28) Working Days prior to the Service Transfer Date, the Supplier shall provide to the Contracting Authority or at the direction of the Contracting Authority to any Replacement Supplier and/or any Replacement Sub-contractor (i) the Supplier's Final Supplier Personnel List, which shall identify the basis upon which they are Transferring Supplier Employees and (ii) 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 Contracting Authority 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 Contracting Authority, 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 1.1.1, 1.1.2 and 1.1.3, the Supplier agrees that it 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, unless otherwise instructed by the Contracting Authority (acting reasonably): not 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 not make, promise, propose, permit or implement any material changes to the terms

and conditions of (i) employment and/or (ii) pensions, retirement and death benefits (including not to make pensionable any category of earnings which were not previously pensionable or reduce the pension contributions payable) of the Supplier Personnel (including any payments connected with the termination of employment);

1.5.1 not 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;

1.5.2 not 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;

1.5.3 not 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);

1.5.4 not 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;

1.5.5 not dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Contracting Authority and/or the Replacement Supplier and/or Replacement Sub-contractor;

1.5.6 give the Contracting Authority and/or the Replacement Supplier and/or Replacement Sub-contractor reasonable access to Supplier Personnel and/or their consultation representatives to inform them of the intended transfer and consult any measures envisaged by the Contracting Authority, Replacement Supplier and/or Replacement Sub-contractor in respect of persons expected to be Transferring Supplier Employees;

1.5.7 co-operate with the Contracting Authority 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, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;

1.5.8 promptly notify the Contracting Authority or, at the direction of the Contracting Authority, any Replacement Supplier and any Replacement Sub-contractor of any notice to terminate employment given by the Supplier or received from any persons listed on the Supplier's Provisional Supplier Personnel List regardless of when such notice takes effect;

1.5.9 not for a period of twelve (12) Months from the Service Transfer Date re-employ or re-engage or entice any employees, suppliers or Sub-contractors whose employment or engagement is transferred to

the Contracting Authority and/or the Replacement Supplier (unless otherwise instructed by the Contracting Authority (acting reasonably));

1.5.10 not to adversely affect pension rights accrued by all and any Fair Deal Employees in the period ending on the Service Transfer Date;

1.5.11 fully fund any Broadly Comparable pension schemes set up by the Supplier;

1.5.12 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract (including without limitation identification of the Fair Deal Employees);

1.5.13 promptly provide to the Contracting Authority such documents and information mentioned in Paragraph **Error! Reference source not found.** of Part D: Pensions which the Contracting Authority may reasonably request in advance of the expiry or termination of this Contract; and

1.5.14 fully co-operate (and procure that the trustees of any Broadly Comparable pension scheme shall fully co-operate) with the reasonable requests of the Supplier relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Supplier or any Sub-contractor in the provision of the Services on the expiry or termination of this Contract.

1.6 On or around each anniversary of the Effective Date and up to four times during the last twelve (12) Months of the Term, the Contracting Authority may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within twenty-eight (28) Working Days of receipt of a written request the Supplier shall provide such information as the Contracting Authority may reasonably require 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 Fair Deal Schemes (as defined in Part D: Pensions); and

1.6.4 a description of the nature of the work undertaken by each employee by location.

1.7 The Supplier shall provide all reasonable cooperation and assistance to the Contracting Authority, 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 to the Contracting Authority or, at the direction of the Contracting Authority, 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 pays 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.

Staff Transfer when the contract ends

- 2.1 A change in the identity of the supplier of the Services (or part of the Services), howsoever arising, may constitute a Relevant Transfer to which the Employment Regulations will apply. The Contracting Authority and the Supplier agree that 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 comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (and including) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions).
- 2.3 Subject to Paragraph 2.4, the Supplier shall indemnify the Contracting Authority and/or the Replacement Supplier and/or any Replacement Sub-contractor against any Employee Liabilities arising from or as a result of 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.
- 2.4 The indemnity 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.

- 2.5 Subject to Paragraphs 2.6 and 2.7, if any employee of the Supplier who is not identified in the Supplier's Final Transferring Supplier Employee List claims, or it is determined in relation to any employees of the Supplier, that his/her contract of employment has been transferred from the Supplier to the Replacement Supplier and/or Replacement Sub-contractor pursuant to the Employment Regulations then.
- 2.5.1 the Replacement Supplier and/or Replacement Sub-contractor will, within five (5) Working Days of becoming aware of that fact, notify the Contracting Authority and the Supplier in writing;
- 2.5.1 the Supplier may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within ten (10) Working Days of receipt of notice from the Replacement Supplier and/or Replacement Sub-contractor;
- 2.5.2 if such offer of employment is accepted, the Replacement Supplier and/or Replacement Sub-contractor shall immediately release the person from its employment;
- 2.5.3 if after the period referred to in Paragraph 2.5.1 no such offer has been made, or such offer has been made but not accepted, the Replacement Supplier and/or Replacement Sub-contractor may within five (5) Working Days give notice to terminate the employment of such person;
- and subject to the Replacement Supplier's and/or Replacement Sub-contractor's compliance with Paragraphs 0 to 2.5.3 the Supplier will indemnify the Replacement Supplier and/or Replacement Sub-contractor against all Employee Liabilities arising out of the termination of the employment of any of the Supplier's employees referred to in Paragraph 2.5.
- 2.6 The indemnity in Paragraph 2.5 shall not apply to:
- 2.6.1 any claim for 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 equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Replacement Supplier and/or Replacement Sub-contractor, or
- 2.6.2 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.
- 2.7 The indemnity in Paragraph 2.5 shall not apply to any termination of employment occurring later than three (3) Months from the Service Transfer Date.
- 2.8 If at any point the Replacement Supplier and/or Replacement Sub-contract accepts the employment of any such person as is described in Paragraph 2.5, such person shall be treated as a Transferring Supplier Employee and Paragraph 2.5 shall cease to apply to such person.
- 2.9 The Supplier shall promptly provide the Contracting Authority and any Replacement Supplier and/or Replacement Sub-contractor, in writing such

information as is necessary to enable the Contracting Authority, the Replacement Supplier and/or Replacement Sub-contractor to carry out their respective duties under regulation 13 of the Employment Regulations. The Contracting Authority 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.

- 2.10 Subject to Paragraph 2.9, the Contracting Authority 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 any act or omission, whether occurring before, on or after the Service Transfer Date, of the Replacement Supplier and/or Replacement Sub-contractor in respect of any Transferring Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any such Transferring Supplier Employee.
- 2.11 The indemnity in Paragraph 2.10 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, or to the extent the Employee Liabilities arise out of the termination of employment of any person who is not identified in the Supplier's Final Supplier Personnel List in accordance with Paragraph 2.5 (and subject to the limitations set out in Paragraphs 2.6 and 2.7 above).

Call-Off Schedule 3 (Continuous Improvement)

1. CONTRACTING AUTHORITIES RIGHTS

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

2. SUPPLIER'S OBLIGATIONS

- 2.1 The Supplier shall, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Contracting Authority's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Contracting Authority.
- 2.2 The Supplier shall adopt a policy of Continuous Improvement in relation to the Deliverables, which must include regular reviews with the Contracting Authority of the Deliverables and the way it provides them, with a view to reducing the Contracting Authority's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Contracting Authority shall provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Call-Off Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Contracting Authority's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 2.3.1 identifying the emergence of relevant new and evolving technologies;
 - 2.3.2 changes in business processes of the Supplier or the Contracting Authority and ways of working that would provide cost savings and/or enhanced benefits to the Contracting Authority (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
 - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables and identifying opportunities to assist the Contracting Authority in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Contracting Authority for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Contracting Authority shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous

Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Call-Off Contract.

- 2.6 The Supplier shall provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Contracting Authority wishes to incorporate any improvement into this Call-Off Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Contracting Authority.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
 - 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
 - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Contracting Authority be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Contracting Authority by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of this Call-Off Contract, the Supplier may make a proposal for gainshare. If the Contracting Authority deems gainshare to be applicable, then the Supplier shall update the Continuous Improvement Plan to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

Call-Off Schedule 4 (Call Off Tender)



**Crown
Commercial
Service**

Bid Pack

Attachment 3 – Statement of Requirements

CCS Contract Reference: CCCB20A01

MOD Contract Reference: 700596380

The Provision of Services under Framework Agreement RM6158 - Flexible Resource Pool (Staff Bank)

CONTENTS

1.Purpose	168
2.Background to requirement/OVERVIEW of requirement	168
3. DEFINITIONS.....	170
4.Scope of requirement	170
5.The requirement	171
6.Key milestones and DeliverABLES.....	193
7.Management Information /reporting	194
8.Volumes	195
9.Continuous Improvement	196
10.Sustainability	196
11.Quality	196
12.Price.....	196
13.STAFF AND CUSTOMER SERVICE	196
14.Service levels and performance.....	196
15.Security and confidentiality requirements	197
16.Payment and invoicing	198
17.Contract management.....	198
18.Location	198
Appendices:.....	200
A – MOD Flexible Worker Professions	200
B – MOD FLEXIBLE WORKER Geographical Structure Table.....	200
C – MOD Flexible worker Job Descriptions – Doctors	200
D – MOD Flexible worker Job Descriptions – Nurses	200
e – MOD FLEXIBLE WORKER JOB DESCRIPTIONS – ALLIED HEALTH PROFESSIONALS.....	200
F – MEDICAL INDEMNITY FOR regulated and non-regulated healthcare workers engaged temporarily and supplied by either an employment business or a staff bank provider to the ministry of defence (mod).....	200
G – MOD FleXIBLE WORKER MODEL Confidentiality Undertaking.....	200
H – MOD Flexible worker Probity and Health Declaration	201
I – MOD FLEXIBLE WORKER Significant Events and Patient Safety Incidents POLICY	201

J – MOD flexible worker Indicative Volume of Demand 201

K – MOD Brand Guidelines..... 201

1. PURPOSE

- 1.1. The Contracting Authority has a requirement to implement a managed Flexible Resource Pool (Staff Bank) for the flexible engagement of non-permanent Doctors, Nurses, Dental Professionals and Allied Health Professionals to provide support to the permanent military and civilian workforce in the provision of predominantly primary, but also secondary, healthcare and dental and mental health services. Such non-permanent staff will hereafter be referred to as Flexible Workers.
- 1.2. As a forward-looking organisation, which embraces new ways of working and technological advances, the Contract Authority's Transformation Programme aims to deliver new ways of working through alternative delivery models. The Flexible Resource Pool (Staff Bank) is a key contributor to achieving the Transformation Programme aims. The long-term organisational strategy of the Contracting Authority is to reduce its reliance on temporary clinical workers and create more inclusive, diverse and productive workplaces that suit both the needs of the organisation and individuals engaged therein.
- 1.3. This Call-Off Schedule 20 - (Call-Off Specification) should be read in conjunction with the framework specification and will identify specific and supplementary requirements. Please note that Call-Off Schedules are listed in Attachment 5 Contract and Order Form.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1. The unique military Patient profile requires general medical, dental and occupational health care to be provided at military medical, dental and mental healthcare facilities geographically dispersed throughout the United Kingdom and in a number of overseas locations. These services are supplied by a combined military and civilian clinical workforce. When the permanent workforce is insufficiently resourced non-permanent workers are sought, to ensure minimum levels of resource are achieved, thus ensuring Patient safety. Such non-permanent workers are required to provide specific clinical services, on an ad-hoc basis, to meet the healthcare delivery needs of the Contracting Authority. A brief background to the types of services and specialists required are out in paragraphs 2.2 to 2.10 below.
- 2.2. Primary Healthcare: Primary healthcare is the first point of contact for medical, dental, mental health, occupational health and rehabilitation services in the military community setting and acts as the gatekeeper for referral to secondary care services. The provision of general practice and specialised occupational health services is the responsibility of Defence Primary Healthcare (DPHC). It provides primary healthcare in the UK and overseas (including Falkland Islands, Germany, Gibraltar, Italy, Cyprus, Brunei, Nepal, Belgium, Kenya and Canada) to Service Personnel and their dependants, where appropriate, to a common standard. In addition to primary healthcare, DPHC is also responsible for the provision of specialist occupational health services including rehabilitation and mental healthcare. Six regional teams in the UK and a separate overseas region overseen by a team embedded in Headquarters DPHC to manage firm-base overseas healthcare, are responsible for the day-to-day direction of primary healthcare.
- 2.3. General Practice: General Practice is provided within DPHC medical facilities and encompasses all of the elements expected of a civilian GP service and beyond. A DPHC General Practitioner is also expected to have experience or a general understanding/awareness of Environmental Medicine, Travel and Tropical Medicine, Public Health, Pre-Hospital Emergency Care, Clinical Biological Radiological and Nuclear Clinical, Sports and Exercise Medicine, Pharmacy, Training and Education, Occupational Health including Aviation, Radiation and Underwater Medicine, Medical Operational Planning, Military Skills, Military Legal and Ethical, Military Psychiatry, Humanitarian and Disaster Medicine and Remote Medicine.
- 2.4. Dentistry: Defence dentistry is an occupationally aware and operationally focussed consultant-led, tri-service clinical capability that flexibly utilises enhanced and general dental practitioner assets allied with the skill mix of wider dental care professionals, to deliver the full scope of preventive-focussed routine primary dental care, 24/7 access to emergency dentistry and secondary care on referral across 6 UK

based regions plus an overseas region. Dental teams provide care to all entitled UK regular Armed Forces and Reservist personnel in the Firm Base and treat the dependants of Service Personnel and entitled civilians in overseas locations to NHS equivalent standards. Uniformed dentists deliver a deployable capability scaled to support UK Armed Forces personnel at sea, on land and in support of air operations through; the management of dental morbidity, the maintenance of oral health, the treatment of dento-facial injuries and advice to commanders in any theatre of operations. The dental service delivers clinical interoperability and shares best practice and research innovations with NATO partners, and the dental forensic investigation team supports victim identification domestically or abroad in response to civilian and military incidents.

- 2.5. Occupational Health Service: DPHC Occupational Health (OH) service is responsible for the provision of safe, effective and continuously improving OH services to all entitled personnel within the Firm Base and overseas. The service is delivered through UK based Regional Occupational Health Teams (ROHT). The RAF Medical Board and Naval Service Medical Board of Survey provide OH services, however they have Single Service specialist functions and therefore remain the responsibilities of Single Service authorities.
- 2.6. Rehabilitation: Rehabilitation in the Armed Forces is delivered in three types of treatment centre (further detail can be found here):
- 2.7. Primary Care Rehabilitation Facilities (PCRFs): Patients may be referred to see a physiotherapist at a PCRF which are typically based at DPHC medical facilities. A physiotherapist will complete a detailed assessment within 10 working days of the first consultation and provide treatment and rehabilitation as required. Many PCRFs have an Exercise Rehabilitation Instructor (ERI) who can provide injury-specific exercise therapy and advice on gradual return to function.
- 2.8. Regional Rehabilitation Units (RRUs): If a condition cannot be managed at PCRF level, the Patient is referred to a RRU in the UK. The RRUs provide specialist assessment and opinion through a Multi-disciplinary Injury Assessment Clinic (MIAC) staffed by specialist doctors, physiotherapists and ERIs. The clinics have access to a wide range of medical imaging to make an accurate diagnosis and work out a treatment plan, while also providing additional treatment options, such as pain management. Where necessary, the RRU can refer Patients for surgery at their local fast-track provider. Surgery is carried out within six weeks of referral. The RRU also provides intermediate rehabilitation for those Patients who may respond to an intensive period of rehabilitation specifically tailored to their individual needs. These three-week programmes consist of exercise rehabilitation, physiotherapy and injury management education.
- 2.9. The Defence Medical Rehabilitation Centre (DMRC): This facility based at Stanford Hall, near Loughborough in the East Midlands, forms part of the Defence Medical Rehabilitation Pathway (DMRP). The role of the DMRC is to provide Consultant led rehabilitation services and supports military patients with serious musculoskeletal injuries, neurological injuries and complex trauma. The DMRC aims to maximise functional capability and quality of life of its patients whether they are returning to military service or transitioning to civilian life. The DMRC has 78 inpatient ward beds, with a surge capacity to 100 beds, in addition to 104 beds (plus a further 20 surge), for residential 'force generation' courses.
- 2.10. Mental Health: Patients can be treated for mental health problems by the Medical Officer (MO) in their unit Military Healthcare Facility or be referred to specialist occupational mental healthcare services. Specialist mental health services are primarily delivered through military Departments of Community Mental Health (DCMHs) located in large Military Healthcare Facilities across the UK, as well as overseas. DCMHs are staffed by psychiatrists, clinical psychologists, mental health social workers, mental health nurses, and mental health practitioners. The aim is to treat Patients with mental health needs involving their unit Military Healthcare Facility and Medical Officer or GP, and, with the Patient's permission, involve the Chain of Command (CoC) in managing their condition. A wide range of psychiatric and psychological treatments are available, including medication, psychological therapies, social support

and a change of environment, where appropriate. Inpatient mental health care services in the UK are provided under contract by a partnership of eight NHS trusts. This is led by the Midlands Partnership Foundation Trust. Service Personnel are assessed, stabilised and treated in hospitals as close to their home or parent unit as possible.

3. DEFINITIONS

- 3.1 A full table of definitions is held in Joint Schedule 1 which includes all defined terms included within this Call-Off Schedule 20 - (Call-Off Specification).

4. SCOPE OF REQUIREMENT

- 4.1. The Supplier shall:

- 4.1.1. Establish a Contracting Authority branded Flexible Resource Pool (Staff Bank) by attracting and engaging via a Contract for Services mechanism suitably qualified Flexible Workers, of multiple professions, all of whom shall meet the Contracting Authority compliance requirements.
 - 4.1.2. Place Flexible Workers in placements at multiple Contracting Authority locations (Placement Locations).
 - 4.1.3. Manage on behalf of the Contracting Authority as detailed in paragraphs 5.4 and 5.5 of this Call-Off Schedule 20 (Call-Off Specification), but will not have direct contractual relationships with, Contingent Labour suppliers.
 - 4.1.4. Support and advise the Contracting Authority and aide it to become a more intelligent customer through the provision of data, Business Intelligence tools, data analytical support and by sharing experience and industry knowledge. Such support may be in relation to workforce management, demand forecasting, spend management and any other data driven activity which will assist the Contracting Authority.
 - 4.1.5. Provide the Contract Authority with opportunities to consult Flexible Workers directly in order to explore and better understand their individual drivers for working as Flexible Workers; this may include satisfaction surveys, consultation sessions or any other similar engagement mechanisms as reasonably requested by the Contracting Authority.
 - 4.1.6. Make available to the Contracting Authority any information which may drive continuous improvement and support the development of proposed alternative delivery models.
 - 4.1.7. Place Flexible/Temporary Workers in response to requests made by the Contracting Authority. Such a request will be referred to as a Demand Order.
- 4.2. The vast majority of Demand Orders raised will request a Flexible Worker for a specific daily/weekly time-bound duration, essentially a placement, as opposed to for an individual shift.
- 4.3. A small number of MOD locations, currently 3 in number, will submit Demand Orders seeking Flexible Workers to cover shifts as set out in a shift rota.
- 4.4. The professions sought within the scope of the requirement are included within Appendix A – MOD Flexible Worker Professions.
- 4.5. The Placement Locations at which Flexible Workers may be sought are included within Appendix B - MOD Flexible Worker Geographical Structure Table. All facilities within this document may require Service Requirements to be provided with effect from the Call-Off Start Date

- 4.6. The Job Descriptions relevant to the professions sought are included within Appendix C – MOD Flexible Worker Job Descriptions - Doctors, Appendix D – MOD Flexible Worker Job Descriptions - Nurses and Appendix E – MOD Flexible Worker Job Descriptions – Allied Health Professionals. The Job Descriptions set out the key tasks to be undertaken, the professional standards that Flexible Workers must comply with, the Essential Requirements, qualifications and experience that each individual Flexible Worker must comply with and the Desirable Requirements, qualifications and experience which may be sought by a Hiring Manager when placing a Demand Order in accordance with the requirements of the individual placement.
- 4.7. The Contracting Authority will not pay or reimburse the Supplier for any travel, accommodation, subsistence or other costs incurred by the Supplier or a Flexible Worker in relation to placements and/or the provision of the Service Requirements, save as set out in paragraph 4.8 below.
- 4.8. The Contracting Authority will only pay travel, accommodation and subsistence costs where a Flexible Worker is required to undertake Business Travel or for placements in Non-GB Mainland Locations.

5. THE REQUIREMENT

- 5.1. Automation/Digitalisation: The Supplier shall maximise automation and digital solutions such as, but not limited to, computer applications (apps) and Business Intelligence tools, in order to streamline services, minimise costs, enhance candidate attraction campaigns, collect and analyse data and turn information into intelligence to drive improvement.
- 5.2. Establishment of a Flexible Resource Pool: The Supplier shall:
 - 5.2.1. Undertake appropriate advertising and recruitment activity in order to attract suitably qualified Flexible Workers for the Contracting Authority. A Candidate Attraction Campaign maximising the MOD brand shall be agreed between the parties during the Mobilisation Period and maintained by the Supplier throughout the Contract Period.
 - 5.2.2. Establish the Flexible Resource Pool (Staff Bank) and Bank Management System infrastructure and shall ensure compatibility with existing MOD IT systems and platforms.
 - 5.2.3. Provide full visibility of all Flexible Workers within the Flexible Resource Pool (Staff Bank) including professions, grades and preferred locations to work in order to inform future workforce planning.
- 5.3. Placing of Flexible Workers: The Supplier shall:
 - 5.3.1. Place suitably qualified Flexible Workers, all of whom shall meet the Contracting Authority's compliance requirements, in response to Placed Demand Orders.
 - 5.3.2. Ensure that the Flexible Worker appointed under a Placed Demand Order provides the Service Requirements (as set out in the Demand Order and relevant Job Description).
 - 5.3.3. Monitor and manage incidents of late cancellation and non-completion of placements and report instances to the Contracting Authority on a monthly basis, or as agreed by the Contracting Authority.
 - 5.3.4. Ensure that Candidates follow extant Government policy/guidance in respect of safe working practices at all times when visiting a Contracting Authority Site.
 - 5.3.5. Ensure that Candidates are aware that where they are required to work at night, duties are not sleeping duties.

- 5.4. Contingent Labour Management: The Supplier shall control and manage Contingent Labour on behalf of the Contracting Authority when the Flexible Resource Pool (Staff Bank) cannot meet demand. Control and management of Contingent Labour will be agreed between the parties during the Mobilisation Period and will not commence until the Mobilisation Period has elapsed. As at the publication date of this competition, Contingent Labour is supplied to MOD via a single master vendor supported by a supply chain. This arrangement may not endure throughout Call-Off Contract Period and alternative contractual arrangements may be put in place which are likely to include an agency cascade mechanism;
- 5.5 The Supplier shall act on behalf of the Contracting Authority and the Contracting Authority will direct the Supplier where and how to access the Contingent Labour in accordance with their own contractual arrangements, this may include but not be limited to:
- 5.5.1 Where the Contracting Authority has an existing supply chain;
 - 5.5.2 Where the Contracting Authority has no existing supply chain in place;
 - 5.5.3 Acting as a neutral vendor to help the Contracting Authority build a supply chain of employment businesses sourced from NHSi approved frameworks to meet their requirements;
- 5.6 The Supplier shall:
- 5.6.1 Identify potential efficiencies across a single or collaborative supply chain, and make recommendations to the Contracting Authority;
 - 5.6.2 Be responsible for cascading vacancies to all approved Contingent Labour providers, as agreed with the Contracting Authority, and shall manage the process to source Contingent Labour, ensuring that a suitable Contingent Labour resource is made available to the Contracting Authority;
 - 5.6.3 Ensure that appropriately qualified Contingent Labour resource is booked and confirmed as defined by the Contracting Authority's contractual arrangements with the Contingent Labour providers;
 - 5.6.4 Ensure that all invoices for Contingent Labour supply are accurate and paid in accordance within the Contracting Authority's timescales as set out in Call-Off Schedule 5 (Pricing Details);
 - 5.6.5 Ensure that Contingent Labour providers are meeting their contractual obligations, as defined in the Contracting Authority's contractual arrangements, including ensuring relevant key performance indicators and/or service levels are met. Any issues of non-performance shall be reported to the Contracting Authority based on a level of severity at a frequency to be agreed with the Contracting Authority;
 - 5.6.6 Monitor and manage incidents of late cancellation and non-completion of placements in alignment with the Suppliers own obligations in accordance with paragraph 5.3.3. The Supplier shall report instances to the Contracting Authority on a monthly basis, or as agreed by the Contracting Authority, and shall take the necessary actions to ensure any agreed targets are met;
 - 5.6.7 Ensure that the Contracting Authority does not incur any transfer fee where a Temporary Worker wishes to join the Flexible Resource Pool (Staff Bank). The Supplier shall familiarise themselves with the relevant provisions of the contract(s) under which previous supply has taken place, and the Conduct of Employment Agencies and Employment Business Regulations

2016 pertaining to transfer fees, and advise the Contracting Authority accordingly to ensure that no transfer fees are incurred;

- 5.6.8 Ensure that any IT system provided for the management of Contingent Labour is able to interface with any existing Contracting Authority or third-party IT systems that the Contracting Authority requires to manage its requirements in relation to Flexible Resource Pool (Staff Bank) and the management of Flexible Worker;
- 5.7 The Contracting Authority reserves the right to engage directly with all Suppliers of Contingent Labour and the Supplier shall facilitate all such requests.
- 5.8 The Contracting Authority may include “Control and Management of Contingent Labour” as an agenda item at any Performance Review Meeting and may require that the Supplier provide an action plan to address any related concerns.
- 5.9 Temporary Workers will be required to follow extant Government policy/guidance in respect of safe working practices at all times when visiting a Contracting Authority site.
- 5.10 Mobilisation and Implementation: Distinct Mobilisation and Implementation Periods have been established during which the Supplier shall deliver specific elements of the requirement. The Supplier is required to:
 - 5.10.1 Provide, within their tender submission, a draft Mobilisation Plan. The Mobilisation Plan shall set out how the Supplier intends to mobilise Services and shall include all mobilisation activity, priorities, key activities and timeframes such that Service provision can commence by the agreed Initial Operating Capability date. The draft plan will be refined during the Mobilisation Period, in consultation with the Contracting Authority, prior to it receiving Contracting Authority approval. The Supplier is required to adhere to the content of the initial approved Mobilisation Plan and/or any subsequent approved version.
 - 5.10.2 Provide, during the Mobilisation Period, an Implementation Plan. The Implementation Plan shall set out how the Supplier intends to manage the implementation stage effectively and shall include key activities and take account of all dependencies known to, or which should reasonably be known to, the Supplier. The draft plan will be refined during the Mobilisation Period, in consultation with the Contracting Authority, prior to it receiving Contracting Authority approval. The Supplier is required to adhere to the content of the initial approved Implementation Plan and/or any subsequent approved version.
- 5.11 Management of the Mobilisation and Implementation Periods and Mobilisation and Implementation Plans shall be in accordance with Call-Off Schedule 13 (Mobilisation Plan and Implementation Plan).
- 5.12 Supplier Presence: During the Mobilisation and Implementation Periods and for Operational Board Meetings and Performance Review Meetings, there will be a requirement for Supplier presence within the Contracting Authority HQ in Lichfield and, occasionally, at other Sites. Occasional ongoing Supplier presence may also be required, as requested, at either the Contracting Authority HQ in Lichfield or at other Sites. As substantive MOD employees are rarely eligible to become Flexible Workers, there will not be a requirement for ongoing presence at Contracting Authority Sites to conduct Candidate Attraction Campaign activity albeit that occasional visits may be required. Supplier personnel will be required to follow extant Government policy/guidance in respect of safe working practices at all times when visiting a Contracting Authority Site.
- 5.13 Provision of a Bank Management System: The Supplier shall provide 24-hour access to a secure, web-based Bank Management System (BMS) for the end to end management of the Flexible Resource Pool

(Staff Bank) The Supplier shall be responsible for achieving accessibility, compatibility and integration of the BMS.

- 5.13.1 The Contracting Authority will utilise the MOD internet gateway called Boundary Protection Service (BPS) to provide access to the Bank Management System. The BPS enables and denies access to specific Uniform Resource Locators (URLs) and access is denied by the blocking of specific ports, protocols and file types.
- 5.13.2 To ensure the BMS can be accessed via the MOD internet gateway the Supplier shall ensure that the BMS shall be made available via a web browser (thin based client) using port 443 https secured with TLS1.2 or above. For information, the current in use browsers are IE11 and Chrome (currently 64) however a legacy system is in use which uses IE8 and a version of Chrome. The legacy system will, in due course, also use IE11. The use of browser plugins such as active content, Flash, Java etc. may impact on accessibility and the use of such plugins should be avoided where possible.
- 5.13.3 The Supplier shall provide their BMS URL (website address) to the Contracting Authority at the earliest possible opportunity and no later than five (5) Working Days after Contract Award Date for the purposes of identifying potential connectivity issues through the MOD firewall. The Supplier acknowledges and agrees that the Contracting Authority can conduct testing to ensure that the BMS is accessible and compatible with MOD IT systems.
- 5.13.4 A prototype version of the BMS shall be fully accessible and fully compatible with MOD IT systems as soon as possible and no later than ten (10) Working Days after Call-Off Start Date. Simultaneously the Supplier shall provide login details and access to the prototype version. The prototype shall include the following basic functionality:
 - 5.13.4.1 The ability to submit Demand Orders;
 - 5.13.4.2 The ability to submit Timesheets and Expenses Claim Forms;
 - 5.13.4.3 Visibility of Flexible Worker Evidence Documentation;
 - 5.13.4.4 Basic Management Information (MI) reporting.
- 5.13.5 The prototype version of the BMS shall be developed in consultation with the Contracting Authority throughout the Mobilisation Period. The Supplier shall provide the Contracting Authority with weekly progress updates and visibility of subsequent versions upon request and the Contracting Authority shall supply access to dedicated resources to assist with development of the BMS. A fully adapted and MOD specific version of the BMS shall be fully accessible and able to accept Demand Orders twenty (20) Working Days prior to the Call-Off Start Date. The adapted 'go-live' version of the BMS must include but not be limited to the following functionality:
 - 5.13.5.1 Full 24-hour user support services including a help facility, notification of outstanding actions, status of Demand Order and Placed Demand Order tracking, dashboard of open Demand Orders and Placed Demand Orders;
 - 5.13.5.2 Inclusion and full visibility of the CV, Flexible Worker Compliance Checklist, location preferences, potential availability and MOD placement history of all Flexible Workers;
 - 5.13.5.3 Raising of Demand Orders by Contracting Authority Approved Users. This must include: Fields for the provision of placement specific information as set out in

paragraph 5.30, MOD specific fields for Financial Approval Codes (format to be advised), accounting codes, total placement approved budgetary value, the system allocation of consecutive Unique Demand Order Reference Numbers, auto-validation of all data input and rejection of Demand Orders if incomplete or containing errors, a current list of Flexible Worker professions from which the Contracting Authority Approved Users can select (some of which shall be restricted to certain locations as notified during the Mobilisation Period), hours to be worked by the Flexible Worker; any Pre-Approved Expenses, and a minimum of 2 Approval Gates;

- 5.13.5.4 E-rostering functionality, specifically to enable shift fill;
- 5.13.5.5 The ability for Contracting Authority Approved Users to request Contracting Authority Nominated Flexible Workers;
- 5.13.5.6 The ability for Flexible Workers to nominate themselves;
- 5.13.5.7 The ability for Supplier administrator personnel to place Flexible Workers and/or Temporary Workers supplied via the Contingent Labour mechanism;
- 5.13.5.8 Acceptance and confirmation of acceptance of Flexible Workers and confirmation of acceptance. Functionality must enable multiple Flexible Workers to be placed in each individual placement;
- 5.13.5.9 Acceptance and confirmation of acceptance of Temporary Workers (supplied via the Contingent Labour mechanism). Functionality must enable multiple Temporary Workers to be placed in each individual placement;
- 5.13.5.10 The ability to view Evidence Documentation following acceptance of Flexible Worker and/or Temporary Worker and prior to the first day of the placement;
- 5.13.5.11 The raising, completion and approval of Timesheets and Expenses Claim Forms as outlined within section 6.20 of this Call-Off Schedule 20 (Call-Off Specification);
- 5.13.5.12 Automatic validation between the hours and/or expenses included in a Timesheet and/or Expenses Claim Form and the total hours and/or expenses Approved as set out in the Placed Demand Order;
- 5.13.5.13 The enabling and viewing of Flexible Worker Performance Feedback;
- 5.13.5.14 Early termination and cancellation of placements;
- 5.13.5.15 Real time data capture and the production of Management Information Reports in line with the MI Reporting Instructions as set out at Call-Off Schedule 15 (Call-Off Contract Management);
- 5.13.5.16 Password/passcode protected access to Contracting Authority Approved Users at various levels as set out in the table below:

Level 0	Supplier Flexible Worker/Temporary Worker User
Level 1	Contracting Authority Hiring Manager User
Level 2	Regional Contracting Authority User

Level 3	Contracting Authority Finance Team User
Level 4	Contracting Authority Contract Management Team User
Level 5	Contracting Authority Designated Officer Super User

5.13.6 The BMS shall deliver sufficient MI, in sufficient detail, and of sufficient quality, to support the Parties with continuous improvement and to enable the Contracting Authority to develop its wider workforce and healthcare delivery strategy.

5.13.7 The Supplier shall provide training to MOD personnel to enable full utilisation of the BMS. The mechanism for providing such training shall be agreed between the Parties during the Mobilisation Period.

5.14 Branding and Advertising: The Supplier shall ensure that the Flexible Resource Pool (Staff Bank) and BMS are provided on a White Label basis and branded with a Contracting Authority logo which shall be supplied during the Mobilisation Period. All advertisement material shall also incorporate Contracting Authority branding which will be provided by the Contracting Authority (prior to use in any advertising campaign) during the Mobilisation Period. An executive summary of the MoD brand guidelines is provided at Appendix K – MoD Brand Guidelines, for information and awareness.

5.15 Supplier Flexible Worker Handbook:

5.15.1 The Supplier shall produce a Flexible Worker Handbook, the content of which will be in accordance with Good Industry Practice and shall cover, but not be limited to, the following areas:

- 5.15.1.1 Expected codes of conduct;
- 5.15.1.2 Roles/responsibilities;
- 5.15.1.3 Flexible Worker record keeping requirements (in terms of Patient records);
- 5.15.1.4 Training and development requirements and opportunities;
- 5.15.1.5 Guidance on completion of Timesheets and Expenses Claim Forms;
- 5.15.1.6 Policy regarding uniforms;
- 5.15.1.7 Medical confidentiality disclosure requirements;
- 5.15.1.8 Complaints reporting;
- 5.15.1.9 Intellectual Property Rights which are assigned to the Contracting Authority.

5.15.2 The Supplier shall provide the Contracting Authority with a copy of the Flexible Worker Handbook during the Mobilisation Period and shall make such amendments to the Flexible Worker Handbook as the Contracting Authority shall acting reasonably require.

5.16 Onboarding of Candidates: The Supplier shall ensure that all Candidates are subject to a robust Onboarding Process which includes the completion of a number of Onboarding Checks as set out in paragraph 5.20.

5.17 Prior to the placement of a Flexible Worker, Pre-First Day Requirement Checks may be required as set out within paragraph 5.21 below.

5.18 The Onboarding Checks and Pre-First Day Requirement Checks shall collectively be referred to as Compliance Checks.

5.19 Compliance Checks:

5.19.1 The Supplier shall ensure that all Flexible Workers:

5.19.1.1 Fully satisfy all Onboarding Checks and Pre-First Day Requirement Checks as set out within paragraphs 5.20 and 5.21 of this Call-Off Schedule 20 (Call-Off Specification);

5.19.1.2 Fully satisfy all essential criteria as set out in the relevant Job Description including qualifications and experience;

5.19.1.3 Fully meet the Minimum Availability Requirements as set out in paragraph 5.22 of this Call-Off Schedule 20 (Call-Off Specification).

5.19.1.4 Are not placed subject to Service Accommodation being made available (with the exception of Non-UK based placements).

5.19.2 Once all Onboarding Checks have been completed the Candidate shall become, a Flexible Worker;

5.19.3 The Supplier shall ensure that all Onboarding Checks remain current and valid for the entire duration that the Flexible Workers remains registered on the Flexible Resource Pool (Staff Bank) and that all Pre-First Day Requirement Checks remain current and valid for the entire duration of a placement.

5.19.4 The Supplier shall ensure that all Evidence Documentation in respect of Onboarding Checks and Pre-First Day Requirement Checks shall be uploaded to the BMS and visible to all Hiring Managers to enable Flexible Worker documentation checks to be undertaken for assurance purposes.

5.20 Onboarding Checks: The Supplier shall undertake the following mandatory Onboarding Checks for all Candidates within the Onboarding Process:

5.20.1 Conduct an interview with each Candidate either in person or using secure remote video mechanisms. Interviews shall be conducted by suitably trained, experienced and competent personnel as set out within this paragraph 5.20.1. Where the Candidate is a:

5.20.1.1 Medical Practitioner, the Supplier shall use a registered Medical Practitioner of an appropriate grade;

5.20.1.2 Nurse, the Supplier shall use a registered Nurse of a more senior grade than the Candidate being interviewed;

5.20.1.3 Allied Health Professional (AHP), the Supplier shall use a registered AHP of a more senior grade; than the Candidate being interviewed;

5.20.1.4 Healthcare Assistant, the Supplier shall use an individual with suitable experience for the type of placement that the Flexible Worker will be undertaking;

- 5.20.1.5 Dental Practitioner, the Supplier shall use a registered Dental Practitioner;
- 5.20.1.6 Dental Nurse, the Supplier shall use a registered Dental Practitioner; and
- 5.20.1.7 Orthodontist, the Supplier shall use a registered Orthodontist Specialist Registrar.
- 5.20.2 Verify the identity of the Candidate by having sight of at least one form of original, valid photographic ID (i.e. valid Passport, United Kingdom photo card driving licence or European Union (EU) Member State ID Card), an original birth certificate or P45 and a bank statement or utility bill to confirm their permanent address. Certified copies should be retained on file by the Supplier and the certified copy of the photographic ID document shall form part of the Evidence Documentation;
- 5.20.3 Ensure that all Candidates are registered with the appropriate professional regulatory body. Where the Candidate is a Doctor and engaged as a GP, they must be registered on the GP Register of the GMC. Where the Candidate is a specialist, they must be on the relevant specialist register. Where the Candidate is a Dental Practitioner or Dental Care Practitioner (e.g. dental nurse, hygienist or therapist), they must be registered on the GDC Register. All identified restrictions to practice or conditions imposed by the appropriate regulatory body must be brought to the attention of the Contracting Authority and the Contracting Authority will determine whether the Candidate is deemed suitable and is eligible to become a Flexible Worker.
- 5.20.4 Ensure that, Candidates hold valid personal medical indemnity insurance in line with the requirements set out in paragraph 5.24 of this Call-Off Schedule 20 (Call-Off Specification);
- 5.20.5 Ensure that where the Candidate is a Doctor, that he or she is in date for revalidation. The Contracting Authority will facilitate the provision of quality and auditable data to support revalidation activity.
- 5.20.6 Ensure that where the Candidate is a healthcare professional requiring an annual appraisal that this appraisal is in place and remains valid for the duration of the placement. The Contracting Authority will facilitate the provision of quality and auditable data to support appraisal activity however annual appraisals shall not be conducted during Contracting Authority contracted hours.
- 5.20.7 Ensure that where the Candidate is a Doctor and the Supplier is not a registered Designated Body with a Responsible Officer, the Candidate is registered with a registered Designated Body with an associated Responsible Officer for their clinical practice.
- 5.20.8 Ensure that the Candidate has the right to work in the UK and conduct appropriate checks in line with extant Government guidance. Such checks may include ensuring that
 - 5.20.8.1 The Candidate has a valid UK work permit which permits them to legally complete placements; or
 - 5.20.8.2 The Candidate conforms to the appropriate visa and immigration requirements of the European country where the placement is to be located and, for placements located in Gibraltar, a work permit from the Gibraltar Government has been obtained;
- 5.20.9 Obtain a minimum of three years' employment references which may include time as a trainee in the speciality that they are being considered for (if applicable).

- 5.20.10 Ensure that, for each Candidate, the Occupational Health Checks, as set out in paragraph 5.25 of this Call-Off Schedule 20 (Call-Off Specification) have been satisfactorily completed.
- 5.20.11 Confirm the validity of the Candidate's qualifications and registration details (as set out in the relevant Job Description). This shall include but not be limited to obtaining confirmation that, where appropriate:
- 5.20.11.1 Any mandatory training (including health and safety training) relevant to the normal duties of the Candidate and as required by legislation, relevant professional bodies, or the contract, is up to date.
 - 5.20.11.2 The Candidate holds a current and valid driving licence where the Job Description has stated that a driving licence is required for the role.
- 5.20.12 Ensure that, in circumstances when it is known that the Candidate will be engaged in Regulated Activity (namely where the Candidate will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Contracting Authority owes a special duty of care) the Candidate has completed and is in possession of certification of an Enhanced Check with the Disclosure and Barring Service (for a placement located in England and Wales, Access NI (for placements located in Northern Ireland) or Disclosure Scotland (for placements located in Scotland) and has been judged fit for inclusion on the relevant register of those considered fit to work with children and vulnerable adults. Where it is not known if the Candidate will be engaged in Regulated Activity, the Candidate is to have completed and be in possession of certification of a Standard Check with the Disclosure and Barring Service (for a placement located in England and Wales, Access NI (for placements located in Northern Ireland) or Disclosure Scotland (for placements located in Scotland).
- 5.20.13 Ensure that the Candidate has a valid security clearance, at the applicable level as set out within the appropriate Demand Order, covering the duration of the placement, also as set out in the Demand Order. Full detail on security requirements and security clearances is provided within paragraph 15 of this Call-Off Schedule 20 (Call-Off Specification).

5.21 Pre-First Day Requirement Checks:

- 5.21.1 Prior to or at the commencement of the first day of the placement, the Supplier shall ensure that:
- 5.21.1.1 The Flexible Worker has completed, and can provide evidence of completion of, the Defence Medical Information Capability Programme (DMICP) induction training;
 - 5.21.1.2 Where the Flexible Worker is a Dental Practitioner, that the selected Flexible Worker has completed, and can provide evidence of completion of, Defence Digital Imaging induction training. This forms part of the DMICP training referred to in paragraph 5.21.1.1 above;
 - 5.21.1.3 For placements in a Non-GB Mainland Location, that the selected Flexible Worker has in place health insurance which sufficiently covers the Flexible Worker's individual medical and surgical expenses, treatment costs, repatriation costs and costs incurred in returning to the UK if unable to continue in the placement due to health reasons. The health insurance must be in place for the duration of the placement and include travel time to and from the Placement Location. In the event that market conditions at the time the health insurance is required prevent the Supplier from securing health insurance covering Covid-19 related health

issues, the Contracting Authority may, acting reasonably, agree to alternative healthcare provision only and specifically in relation to Covid-19 related health issues.

5.21.1.4 The Flexible Worker has completed a Probity and Health Declaration specific to their placement;

5.21.1.5 The Flexible Worker has completed a Model Confidentiality Undertaking specific to their placement;

5.21.2 During the Mobilisation Period the Contracting Authority will provide further guidance with regard to completion of the DMICP and Digital Imaging e-learning and the obtaining of any necessary logins and passwords required to access the training portal.

5.21.3 The Supplier shall ensure that evidence of the Pre-First Day Requirements Checks is uploaded to the BMS prior to the first day of the placement.

5.22 Flexible Worker Minimum Availability Requirements: To assist with continuity of service provision and to ensure an adequate clinical service can be maintained, the availability of Flexible Workers throughout a placement is important to the Contracting Authority. Ideally, where possible, the Contracting Authority prefers that a single Flexible Worker undertakes the whole of a placement. The Contracting Authority however acknowledge that this is not always possible, particularly for longer term placements, and therefore Hiring Managers may consider accepting one or more Flexible Workers to cover the entire duration of a placement.

5.22.1 The Supplier shall ensure that a Flexible Worker is willing and available to complete:

5.22.1.1 For placements up to thirty (30) Calendar Days in duration, at least 85% of the total working hours throughout the duration of the placement as set out in the relevant Demand Order;

5.22.1.2 For placements between thirty-one (31) and ninety (90) Calendar Days (inclusive), at least 80% of the total working hours throughout the duration of the placement as set out in the relevant Demand Order;

5.22.1.3 For placements with a duration in excess of ninety (90) Calendar Days, at least 75% of the total working hours through the duration of the placement as set out in the relevant Demand Order.

5.23 Medical Confidentiality: The Supplier shall ensure that all Flexible Workers:

5.23.1 Comply with any external, and/or Contracting Authority Policy or guidance (as notified to the Flexible Worker and/or the Supplier from time to time) appertaining to their clinical specialty;

5.23.2 Are informed of and comply with the following instructions:

5.23.2.1 Information regarding restrictions on employability of patients may be disclosed to the patient's Commanding Officer after seeking advice from the Practice Manager of the facility in which the Flexible Worker is treating the Patient. In very rare circumstances, medical information may be disclosed to the Hiring Manager, with the expectation that this could be passed on to the patient's Commanding Officer if there is believed to be a significant security or operational reason;

- 5.23.2.2 In all instances the patient's consent for disclosure must be sought. Where consent is not given, the Flexible Worker should seek advice from a military medical source such as Senior Medical Officer (SMO), Medical Officer (MO) or medical headquarters personnel whilst noting that the overriding principle of public interest may apply;
- 5.23.2.3 Any breach of confidentiality by a Flexible Worker will be dealt with both in accordance with the relevant professional regulatory body's procedures and as a Complaint.
- 5.23.2.4 The Supplier shall ensure that all Flexible Workers enter into a Model Confidentiality Undertaking and complete a Probity and Health Declaration on terms substantively similar to those set out in Appendix G – MOD Flexible Worker Model Confidentiality Undertaking and Appendix H – MOD Flexible Worker Probity and Health Declaration. A scanned copy of both documents shall be uploaded to the BMS no later than the first day of the placement. For the avoidance of doubt, a Flexible Worker will be required to sign a new Model Confidentiality Undertaking and a new Probity and Health Declaration before commencing each placement.

5.24 Medical Indemnity Insurance: Save for the Flexible Workers to be supplied to fill Demand Orders raised under Job Description Unique Identification Reference Numbers D3, D4, D7, D8 and D12, as referred to within clause 6.17.1 below, all Doctors, Dental Practitioners, Orthodontists, Dental Hygienists, Dietitians, and Nurses must hold valid personal medical indemnity insurance. This indemnity insurance can either be held through membership of a medical defence organisation and as a standalone indemnity policy.

5.24.1 Flexible Workers to be supplied to fill Demand Orders raised under Job Description Unique Identification Reference Numbers D3, D4, D7, D8 and D12 are in scope to be indemnified by the Contracting Authority, but only when carrying out work within their official duties and within their professional scope of practice, as detailed by the Contracting Authority within Appendix F - Medical Indemnity for Regulated and Non-Regulated Healthcare Workers engaged Temporarily and Supplied by Either an Employment Business or a Staff Bank Provider to the Ministry of Defence (MOD). This indemnity mirrors the NHS Resolution indemnity scheme in that it is only in respect of clinical negligence, and Flexible Workers filling Job Description Unique Identification Reference Numbers D3, D4, D7, D8 and D12 should additionally hold personal insurance to include risks such as cover for GMC hearings or criminal cases deemed out of scope as set out in Appendix F - Medical Indemnity for Regulated and Non-Regulated Healthcare Workers engaged Temporarily and Supplied by Either an Employment Business or a Staff Bank Provider to the Ministry of Defence (MOD).

5.25 Occupational Health Checks: The Supplier shall engage an Occupational Health service provider, accredited by Safe Effective Quality Occupational Health Service (SEQOHS) (or be able to provide evidence from SEQOHS that they are working towards accreditation) to obtain, for each Candidate, evidence of:

- 5.25.1 A Certificate of Fitness for Placement provided by the occupational health service at recruitment, prior to the commencement of the placement which remains valid throughout the duration of the placement.
- 5.25.2 Evidence of the potential Flexible Workers valid Section 12 (2) Mental Health Act 1983 approval.
- 5.25.3 Evidence of the professional indemnity insurance held by the potential Flexible Worker.

- 5.25.4 Evidence (which must include copies of the Candidate’s statement of immunity and dates of immunisation) that the Candidate is protected in accordance with the extant Public Health England “Green Book”, Chapter 12, titled “Immunisation of healthcare and laboratory staff”; and has received prior routine protection in accordance with Chapter 11 of the “Green Book”, “The UK immunisation schedule”. Both documents can be found at:

<https://www.gov.uk/government/publications/immunisation-schedule-the-green-book-chapter-11>

<https://www.gov.uk/government/publications/immunisation-of-healthcare-and-laboratory-staff-the-green-book-chapter-12>

- 5.25.5 Obtain evidence that for specific clinical Dental and Paramedic roles which may require the Candidate to undertake Exposure-Prone Procedures, that the Candidate has undertaken and satisfied additional health clearance checks in accordance with the Department of Health and Social Care policy entitled “Health clearance for tuberculosis, hepatitis B, hepatitis C and HIV: New Flexible Healthcare Workers” (current at the date of the Demand Order). All Flexible Workers supplied are considered to be ‘new healthcare workers’ for the purpose of this paragraph 5.25.5 and the Department of Health and Social Care policy;

- 5.26 Travel, Accommodation and Subsistence: The Contracting Authority shall reimburse the Supplier for any travel, accommodation, subsistence or any other costs incurred by the Supplier, or a Flexible Worker (Expenses) in relation to placements and/or the provision of Services only in the circumstances as set out in Annex C to Call-Off Schedule 5 (Pricing Details) – MOD Travel and Subsistence Policy.

- 5.27 Use of Service Accommodation: The Contracting Authority may permit Flexible Workers to use to Service Accommodation subject to availability and the prior Approval of the Hiring Manager. Costs for such accommodation shall be charged at the Non-Entitled Rate applicable at the Placement Location and the Supplier shall pay, or ensure that the Flexible Worker shall pay, all such costs directly to the Contracting Authority. The quality, availability and cost of such accommodation is site specific and provision of Service Accommodation is in no way guaranteed. Any costs incurred in relation to such accommodation shall not be reimbursed by the Contracting Authority save where the placement is in a Non-GB Mainland Location or where the Hiring Manager pre-approves the use of Service Accommodation as a result of a Flexible Worker undertaking Business Travel.

- 5.28 Flexible Worker Meal and Rest Breaks: The Flexible Workers will agree locally with the Line Manager/Hiring Manager when any meal or rest breaks may occur and the duration of such breaks. These shall be in line with the meal and rest breaks taken by the permanent staff and, specifically with regard to meal breaks, shall be on an unpaid basis.

- 5.28.1 Save for the scenario set out in paragraph 5.28.2 below, Flexible Workers with a working day which exceeds six hours are mandated, in order to adhere with the Working Time Regulations 1998 or any updated equivalent legislation, to take a minimum rest period of 30 minutes;

- 5.28.2 Flexible Workers with a working day which is less than six hours are not legally required to take a mandated rest period;

- 5.28.3 In specific job roles, at specific Placement Locations, particularly when working on a lone practitioner basis within a shift pattern, Flexible Workers may be permitted to opt out of the Working Time Regulations. In these circumstances Flexible Workers may not be required to take a mandated rest period. Hiring Managers will advise when this is permissible.

- 5.29 Maintenance of Status of Flexible Workers:

- 5.29.1 All workers supplied, either as Flexible Workers supplied via the Staff Bank or as Temporary Workers supplied via the Contingent Labour arrangement, provide support to and cover for permanent Contracting Authority personnel. As permanent Contracting Authority personnel are all engaged as substantive employees and are on the Contracting Authority's payroll, all Flexible and/or Temporary Workers supplied are in scope of and covered by the off-payroll (IR35) legislation applicable to Contracting Authority engagements.
 - 5.29.2 The Supplier shall ensure that it, together with all Flexible Workers and/or Temporary Workers supplied shall comply with off-payroll (IR35) legal obligations applicable to Contracting Authority engagements and shall indemnify in full and hold the Contracting Authority harmless from and against any claims, proceedings, actions, damages, costs, Expenses and any other liabilities incurred or suffered by the Contracting Authority (whether in respect of remuneration or otherwise) arising out of or in connection with any claim or assertion that a Flexible Worker is deemed to be or treated as an employee for the purposes of any tax, whether under IR35 or otherwise.
 - 5.29.3 The contracting Authority expectation is that all Flexible and/or Temporary Workers supplied shall be engaged by the Supplier via a Contract for Services mechanism and provided with Worker status. The Supplier shall ensure that the contracts on which it engages the Flexible Workers, or the terms of any placement, contain provisions stating that, whilst supplied by the Supplier, the Flexible Worker is not and shall not have any claim to being, or entitlement to become, an employee of the Contracting Authority.
- 5.30 Placing a Request for a Flexible Worker: Demand Orders will be placed, via the BMS and the Contracting Authority will advise, as a minimum:
- 5.30.1 Type of Flexible Worker required as identified by the Job Description Unique Identification Number;
 - 5.30.2 Location of placement;
 - 5.30.3 Duration and dates of placement and/or shifts including start date;
 - 5.30.4 Maximum weekly hours to include a daily breakdown (i.e. Mon to Fri 0830 to 1230 and 1330 to 1630);
 - 5.30.5 Financial Approval Code;
 - 5.30.6 Unit Identity Number;
 - 5.30.7 Hiring Manager contact details;
 - 5.30.8 Level of security clearance required;
 - 5.30.9 Level of Disclosure and Barring Service clearance check required;
 - 5.30.10 Any Desirable Requirements sought as selected from the relevant Job Description;
 - 5.30.11 Level of any Pre-Approved Expenses (in accordance with Annex C to Call-Off Schedule 5 (Pricing Details) – MOD Travel and Subsistence Policy);
 - 5.30.12 The name of any Contracting Authority Nominated Flexible Worker selected from the list of Flexible Workers embedded within the BMS;
 - 5.30.13 A MOD specific Position Number;

- 5.30.14 Reason for requirement for a Flexible Worker (Reason for Flexible Worker) selected from the list of reasons embedded within the BMS.
- 5.31 Demand Order Approval Process: A process will be established by the Contracting Authority to approve Demand Orders and the BMS shall be required to facilitate Approval Gates. Until such time as a Demand Order becomes a Placed Demand Order it shall remain in a pending state on the BMS during which the Supplier shall not seek to identify and/or place a Flexible Worker;
- 5.32 Responding to a Placed Demand Order:
- 5.32.1 Upon receipt of a Placed Demand Order the Supplier shall provide visibility of the placement to Flexible Workers using appropriate digital mechanisms such as a software application. The Contracting Authority may seek to prioritise the distribution of Placed Demand Orders to specific groups of Flexible Workers as agreed between the Parties in the Mobilisation Period.
 - 5.32.2 The Placed Demand Order may request a specific Flexible Worker in which case visibility shall only be provided to the specific Flexible Worker in the first instance and offered more widely in the event that the specific Flexible Worker is unavailable/unwilling to accept the placement. A specific Flexible Worker requested by the Contracting Authority shall be referred to a Contracting Authority Nominated Flexible Worker;
 - 5.32.3 The Placed Demand Order may not specify a specific Flexible Worker (Contracting Authority Nominated Flexible Worker) in which case the Supplier shall provide visibility to all appropriate Flexible Workers;
 - 5.32.4 The Supplier shall enable Placed Demand Orders to be fulfilled by both Self-Fill and Supplier-Fill routes.
 - 5.32.5 A Demand Order response process will be agreed between the Parties during the Mobilisation Period and may be location or profession specific;
 - 5.32.6 The BMS shall enable Flexible Workers to accept, decline or partially accept a placement. If a Flexible Worker partially accepts a placement the Supplier shall enable the submission of acceptance conditions only in relation to the term and/or hours requested and the acceptance or rejection of the same by the Hiring Manager;
 - 5.32.7 The BMS shall supply relevant information to Hiring Managers in relation to placed Flexible Workers and shall, in circumstances where the hours/dates to be worked by the Flexible Worker differ from the Placed Demand Order, facilitate the finalising of hours and placement dates etc. between the Parties;
 - 5.32.8 In circumstances where the placement remains unfilled or is only partially filled, despite Supplier intervention, the Supplier shall notify the Contracting Authority and attempt to fill by utilising the Contracting Authority approved Contract(s) for Contingent Labour in accordance with processes and timelines to be set by the Contracting Authority and agreed during the Mobilisation Period.
- 5.33 Provision of Flexible Worker CV's: Save for the circumstances when a Contracting Authority Nominated Flexible Worker has been placed, the CV of each Flexible Worker shall be made available, via the BMS and as part of the Evidence Documentation, to provide reassurance to the relevant Hiring Manager that the Flexible Worker is suitable for the placement.
- 5.34 Provision of Flexible Worker Compliance Checklist: A Flexible Worker Compliance Checklist for each Flexible Worker shall be made available, via the BMS, to the relevant Hiring Manager. The Flexible

Worker Compliance Checklist shall provide assurance to the Hiring Manager that the Flexible Worker has satisfied all Compliance Checks. The items included within the Flexible Worker Compliance Checklist form the Evidence Documentation. The format of the Flexible Worker Compliance Checklist will be defined during the Mobilisation Period.

- 5.35 **Rejection of Flexible Workers:** The Contracting Authority reserve the right for Hiring Managers to reject Flexible Workers if, after reviewing the CV and Flexible Worker Compliance Checklist, there is a specific reason why the Flexible Worker is unsuitable for the placement. The Supplier shall facilitate such rejection requests and the timescales as set out in paragraph 5.36 below shall apply in respect of provision of an alternative worker.
- 5.36 **Supplier Response Timescales:** The Supplier shall respond to all Placed Demand Orders in accordance with a pre-set timeline as set out below:

Flexible Workers required to commence a placement in/on:	Fulfilment of request timescale:
The day the Placed Demand Order was submitted or the following working day:	Within 3 business hours from submission of the Placed Demand Order to the BMS.
In 3 working days:	By 1400 hours on the working day following the day of submission of the Placed Demand Order to the BMS
4-5 working days:	By 1400 hours on the second working day following the day of submission of the Placed Demand Order to the BMS
6-8 working days:	By 1400 hours on the fourth working day following the day of submission of the Placed Demand Order via the BMS
10 working days plus:	By 1400 hours on the eighth working day following the day of submission of the Placed Demand Order to the BMS

- 5.36.1 For the avoidance of doubt, the submission date of a Placed Demand Order is Day One. As an example and in relation to the response timelines set out in the table within this paragraph 5.36, where the Contracting Authority submits a Placed Demand Order on a Monday for a Flexible Worker to commence a placement on Wednesday (i.e. 3 Working Days), the Supplier shall respond, to the BMS, by 1200 hours on the Tuesday.
- 5.36.2 The Contracting Authority will ensure that all Placed Demand Orders with a start time on the day of submission of the Placed Demand Order will be submitted to the BMS by 1000 hours. In the majority of cases such requests will relate to the requirement to fill a specific shift rather than a longer-term placement.
- 5.36.3 The Contracting Authority will ensure that all Placed Demand Orders with a start time on the day following submission of the Placed Demand Order will be submitted to the BMS by 1200 hours.

5.37 Confirmation of Flexible Worker (Placement Confirmation): The Flexible Worker shall be considered confirmed, as follows:

- 5.37.1 For Contracting Authority Nominated Flexible Workers, either upon receipt of acceptance of the Flexible Worker via the BMS from the Hiring Manager or 24 hours after the Hiring Manager has been provided with the Flexible Worker Compliance Checklist;
- 5.37.2 For all other Flexible Workers, either upon receipt of acceptance of the Flexible Worker via the BMS from the Hiring Manager or 72 hours after the Hiring Manager has been provided with the CV and Flexible Worker Compliance Checklist save for the Flexible Worker being rejected as set out in paragraph 5.35.
- 5.37.3 Once the appropriate timeframe, as set out in paragraphs 5.37.1 and 5.37.2 above has elapsed, the Supplier shall issue a Placement Confirmation Notification to the Flexible Worker and indicate, via the BMS, that this has occurred.

5.38 Timesheet and Expenses Claim Submission and Approval:

- 5.38.1 A unique weekly electronic Timesheet and a unique weekly Expenses Claim Forms will be made available, via the BMS, to each Flexible Worker engaged via a Placed Demand Order. The format of the documents will be determined during the Mobilisation Period and will include as a minimum:
 - 5.38.1.1 Unique Demand Order Reference Number;
 - 5.38.1.2 Flexible Workers full name and National Insurance Number;
 - 5.38.1.3 Dates covered within the period of the Timesheet/Expenses Claim Form;
 - 5.38.1.4 Hours worked within the period of the Timesheet (Timesheet only);
 - 5.38.1.5 Meal breaks taken within the period of the Timesheet (Timesheet only);
 - 5.38.1.6 Expenses claimed.
- 5.38.2 The Supplier shall ensure that each Flexible Worker completes the Timesheet, via the BMS, accurately recording the time (to the nearest minute) worked, including on-call hours, during a Working Week. The Supplier shall also ensure that, when Pre-Approved Expenses have been incurred, each Flexible Worker completes the Expenses Claim Form via the BMS, accurately recording all Expenses incurred during a Working Week and uploading copies that evidence expenditure such as receipts and invoices. The Supplier shall ensure that Flexible Worker completion of the Timesheet and Expenses Claim Form takes place no later than 1700 hours on the Monday following the end of the Working Week to which the completed Timesheet/Expenses Claim Form relates and that the Flexible Worker notifies the relevant Hiring Manager that the Timesheet/Expenses Claim Form is awaiting Approval. When an Expenses Claim Form has been submitted the Hiring Manager shall provide the relevant Hiring Manager with sight of all original receipts.
- 5.38.3 If any Expenses have been incurred in a currency other than Sterling, the Flexible Worker shall use the Treasury issued HMRC exchange rate which is available at <https://www.gov.uk/government/publications/hmrc-exchange-rates-for-2020-monthly>. The rate used shall be the rate for the month in which the Expenses were incurred in order to calculate the amount due and shall include an amount in Sterling on the Expenses Claim Form.

For the avoidance of doubt, all Expenses shall be converted into Sterling and the Expenses Claim Form shall seek reimbursement in Sterling only.

- 5.38.4 All Timesheets will be digitally Approved at the appropriate Contracting Authority Approved User level, as set out in paragraph 6.13.5.6. All Timesheets which either include on-call hours or do not include rest breaks will be subject to Level 4 approval.
- 5.38.5 The relevant Level 1 Hiring Manager, with direct knowledge of the hours worked by the Flexible Worker during that Working Week, shall review the completed Timesheet and, if content, shall Approve the completed Timesheet by 1700 hours on the Wednesday following the end of the Working Week to which the completed Timesheet relates.
- 5.38.6 The relevant Level 1 Hiring Manager, with direct knowledge of the Pre-Approved Expenses for the specific Placed Demand Order, shall review the completed Expenses Claim Form and original receipts and, if content, shall provide Level 1 interim approval of the Expenses Claim Form by 1700 hours on the Wednesday following the end of the Working Week to which the Expenses Claim Form relates.
- 5.38.7 Level 4 Approval by the Contracting Authority Contract Management Team User is required for all Expenses Claim Forms in order that additional verification of costs can be undertaken. The Contracting Authority Contract Management Team User will, within two (2) Working Days of receipt of the Expenses Claim Form, seek to approve the Expenses Claim Form.
- 5.38.8 As set out in paragraph 5.13.5.12 of this Call-Off Schedule 20 (Call-Off Specification), the BMS shall automatically verify that the total and cumulative number of hours worked, as recorded in all Timesheets relevant to a Placed Demand Order, are equal to or less than the total and cumulative number of approved hours as set out in the Placed Demand Order. In the event that the hours worked, as recorded on the Timesheet, exceed those set out in the Placed Demand Order the Level 1 authorisation will be invalidated and the Timesheet shall remain pending Approval.
- 5.38.9 If Level 1 Approval is invalidated, the Hiring Manager shall undertake a further review of the hours recorded and either seek clarification on the basis of a potential discrepancy as set out in paragraph 5.38.10 below or seek Level 4 Timesheet Approval from the Contracting Authority Contract Management Team User. Until such time as Level 4 Approval has been provided the Timesheet shall remain pending Approval.
- 5.38.10 If a potential discrepancy is identified on either a Timesheet or an Expenses Claim Form the Hiring Manager shall seek clarity on the accuracy of the document directly with the Flexible Worker.
- 5.38.11 Following clarification and if the Flexible Worker and Hiring Manager reach agreement, the Timesheet and/or Expenses Claim Form will either be amended by the Flexible Worker and Approved by the Contracting Authority Hiring Manager User or Approved in its extant state by the Contracting Authority Hiring Manager User within two (2) Working Days of the agreement having been reached.
- 5.38.12 In the event that the Flexible Worker and Hiring Manager are unable to agree on the accuracy of the Timesheet or Expenses Claim Form the relevant document will be considered to be in dispute (Approval Dispute) and the Hiring Manager shall annotate the BMS accordingly and escalate the dispute to the Level 4 Contracting Authority Contract Management Team User.
- 5.38.13 The Level 4 Contracting Authority Contract Management Team User shall, within two (2) Working Days after being notified of an Approval Dispute, liaise with the nominated Supplier

Authorised Representative and attempt in good faith to resolve the issue. In the event that the Supplier Authorised Representative and the Level 4 Contracting Authority Contract Management Team User are unable to reach agreement within five Working Days of notification, the matter shall be resolved in accordance with clause 34 of the Core Terms – Resolving Disputes.

5.38.14 Once an Approval Dispute has been recorded on the BMS, Approval of the Timesheet/Expenses Claim Form cannot be undertaken by the Level 1 Hiring Manager but must be undertaken by a Level 4 Contracting Authority Contract Management Team User.

5.38.15 The Supplier shall only include in any Invoice Submission Request and subsequent invoice, Timesheets and Expense Claims Forms which have been duly approved at the correct approval level as set out in paragraphs 5.38.4 to 5.38.111 of this Call-Off Schedule 20 (Call-Off Specification).

5.39 Continuation of Placed Demand Orders:

5.39.1 If the Hiring Manager determines that a Placed Demand Order should be continued by a further period of time, a Demand Order Extension Request shall be submitted by the Hiring Manager via the BMS, through a mechanism as agreed by the Parties during the Mobilisation Period. For each Demand Order Extension Request, a new and unique Financial Approval Code will be provided in respect of the dates of the further requirement and the Hiring Manager will either request that the placement of the current Flexible Worker be extended or will seek an alternative Flexible Worker. A Hiring Manager requesting an alternative Flexible Worker may request a Contracting Authority Nominated Flexible Worker;

5.39.2 Upon receipt of a Demand Order Extension Request the Supplier shall ensure that, in respect of the relevant Flexible Worker, all Compliance Checks, as set out in paragraph 5.19 of this Call-Off Schedule 20 (Call-Off Specification) remain valid for any period of extension.

5.39.3 When the Contracting Authority requests a Contracting Authority Nominated Flexible Worker for any Demand Order Extension Request the Supplier shall either provide confirmation of the Flexible Workers availability or confirm non-availability, via the BMS;

5.39.4 If the Contracting Authority Nominated Flexible Worker is unable, unwilling, or considered by the Supplier unsuitable to continue in the placement, the Supplier shall notify the Hiring Manager, via the BMS. In such circumstances the Supplier shall seek to place an alternative Flexible Worker in accordance with the process set out at paragraph 5.32 of this Call-Off Schedule 20 - (Call-Off Specification);

5.39.5 The Supplier shall identify when a new Demand Order has been submitted which, in all probability, should have been submitted as a Demand Order Extension Request. The Supplier shall liaise with the Contracting Authority to seek clarity prior to accepting the Demand Order and seeking to place a Flexible Worker.

5.40 Cancellation of Placements:

5.40.1 Once a placement or an individual shift has been confirmed but the Flexible Worker has to cancel the placement/shift before it has commenced, the Supplier shall notify the Contracting Authority, via the BMS, no later than twenty four (24) hours before the commencement of the placement of the need to cancel the confirmed placement. The Supplier may offer a suitable replacement Flexible Worker although the Contracting Authority reserves the right not to accept the replacement Flexible Worker.

- 5.40.2 Repeat cancellations by individual Flexible Workers may result in the Contracting Authority suspending the Flexible Worker from future placements.
- 5.40.3 Data on the numbers of and reasons for such cancellations must be kept by the Supplier and supplied to the Contracting Authority in accordance with the MI Reporting Instructions as set out at Call-Off Schedule 15 (Call-Off Contract Management).
- 5.40.4 Once a placement has been confirmed but the Contracting Authority has to cancel the placement before it has commenced, the Contracting Authority shall notify the Supplier, via the BMS, no later than twenty four (24) hours before the commencement of the placement of the need to cancel the confirmed placement. No Charges shall be levied by the Supplier in respect of cancelled placements in circumstances when the Contracting Authority has provided a least twenty-three (23) hours' notice of cancellation.

5.41 Early Termination of Placements:

- 5.41.1 Once a placement has been confirmed but the Flexible Worker has to terminate the placement early, after it has commenced, the Supplier shall notify the Contracting Authority, via the BMS, no later than seven (7) calendar days before the placement end date. The Supplier shall offer a suitable replacement Flexible Worker although the Contracting Authority reserves the right not to accept the replacement Flexible Worker.
- 5.41.2 Once a placement has been confirmed but the Contracting Authority has to terminate the placement early, for reasons either unrelated to the performance of the Flexible Worker or a Complaint, the Contracting Authority shall notify the Supplier, via the BMS, no later than twenty four (24) hours before the termination shall take effect of the need for the placement to be terminated early.
- 5.41.3 If the Contracting Authority considers the performance of the Flexible Worker to be unsatisfactory or for reasons related to a Complaint, the Contracting Authority may, at its complete discretion, terminate the placement either by instructing the Flexible Worker to leave the placement (and the Contracting Authority's premises) immediately, or by directing the Supplier to remove the Flexible Worker.
- 5.41.4 In the event that the Contracting Authority terminates a Flexible Worker from a placement earlier than the previously agreed placement end date as set out in the Placed Demand Order, in circumstances which would require the Supplier to provide information to the Disclosure and Barring Service or the equivalent authority under the Safeguarding Vulnerable Groups Act 2006 or the Protecting Vulnerable Groups (Scotland) Act 2007, the Contracting Authority shall provide sufficient information to the Supplier to allow it to discharge its statutory obligations.
- 5.41.5 In the event that a placement is terminated by the Contracting Authority either for reasons related to the performance of the Flexible Worker or a Complaint, and where the placement is terminated before the agreed placement end date, the Supplier shall be responsible for investigating the circumstances of that termination. The Contracting Authority shall co-operate with any such required investigation and provide all available information to the Supplier upon request. The termination shall be handled as a Complaint and managed in accordance with paragraph 5.42 of this Call-Off Schedule 20 (Call-Off Specification).
- 5.41.6 During any period of investigation, the Supplier shall ensure that the Flexible Worker is not submitted for any future placements with the Contracting Authority until such time as the investigation has been completed, to the satisfaction of the Contracting Authority, and the Supplier has been notified that the Flexible Worker can be submitted for future placements.

5.42 Complaints and General Feedback:

5.42.1 The term Complaint in the context of this paragraph 5.42 does not refer to either routine business or complaints raised by the Contracting Authority in relation to the Services provided by the Supplier. It is specifically in relation to any of the following:

- 5.42.1.1 An issue brought to the attention of the Supplier by the Contracting Authority in relation to a Patient Safety Incident;
- 5.42.1.2 An issue brought to the attention of the Supplier by the Contracting Authority in relation to negative feedback regarding the general or clinical performance of a Flexible Worker. Such an issue may be reported to the Supplier by the Contracting Authority Contract Management Team or via the submission of a Flexible Worker Performance Feedback Report by a Hiring Manager;
- 5.42.1.3 An issue brought to the attention of a Flexible Worker by a Patient in relation to their treatment or any aspect of medical administration;
- 5.42.1.4 An issue which is which is brought to the attention of the Supplier directly by the Flexible Worker which the Supplier deems appropriate to raise with the Contracting Authority and seek resolution.

5.42.2 The Supplier agrees that all Complaints will be handled and managed as set out in this paragraph 5.42.

5.42.3 The Supplier shall:

- 5.42.3.1 Operate a clear, written procedure for handling Complaints from the Contracting Authority which shall enable the Contracting Authority to make and refer Complaints quickly and simply and shall require the Supplier to investigate and resolve a Complaint in accordance with the timescales set out in paragraph 5.42.3.8 of this Call-Off Schedule 20 (Call-Off Specification). Subject to any restrictions on the Contracting Authority relating to confidentiality of the Data Protection Act 2018, the Contracting Authority shall provide the Supplier with the necessary information to enable the Complaint to be fully investigated by the Supplier
- 5.42.3.2 Appoint a Complaints Manager who will act as the single point of contact for dealing with Complaints. The Complaints Manager may be required to meet with Contracting Authority Representatives to discuss a Complaint if deemed necessary by the Contracting Authority. The Supplier shall include, within their complaints' procedure, the ability for escalation of a Complaint to a senior company representative.
- 5.42.3.3 Maintain a Complaints Register which will contain a full written record of the nature and details of each Complaint received and the action taken to resolve each Complaint. The Complaints Register shall not contain Patient identifiable and/or 'medical-in-confidence' information; the Supplier will ensure that the register is correctly stored and maintained in accordance with national legislation and policy and, guidance issued by the Information Commissioner.
- 5.42.3.4 Bring to the attention of the Contracting Authority Contract Management Team and include in the Complaints Register all Complaints received directly from

Hiring Managers via the completion of a Flexible Worker Performance Feedback Report or via general correspondence or telephone discussions.

5.42.3.5 Provide the Contracting Authority with such assistance as it shall reasonably request to support investigations into Complaints and shall take such action as directed by the Contracting Authority which may include, but shall not be limited to, referral to the appropriate statutory/governing professional body.

5.42.3.6 Assist with, and ensure that Flexible Workers assist with, Armed Forces investigations and Boards of Inquiry (in accordance with JSP 832 Guide to Service Inquiries) as required by the Contracting Authority (JSP 832 is available at:

<http://webarchive.nationalarchives.gov.uk/20121203135756/http://www.MOD.uk/DefenceInternet/AboutDefence/CorporatePublications/LegalPublications/ArmedForcesAct2006/Jsp832GuideToServiceInquiries.htm>).

5.42.3.7 Acknowledge all Complaints within three (3) Business Hours of receipt maintaining a full auditable record of the Complaint and its management.

5.42.3.8 Use all reasonable endeavours to ensure that all Complaints are resolved within fifteen (15) Working Days of the Complaint being notified to the Supplier unless the Complaint requires additional investigation or requires referral to a statutory/regulatory body (e.g. GMC) in which case the Complaint is resolved as soon as possible.

5.42.3.9 Ensure that it has a procedure in place for reporting Flexible Workers to their professional regulatory body (e.g. GMC, NMC, and GDC) where it has been provided with evidence of malpractice by the Contracting Authority and for monitoring and following up such Complaints with the professional body until an outcome has been reached. The Supplier shall notify the Contracting Authority of the outcome reached by the relevant professional or regulatory body within three (3) Working Days of the Supplier being notified of the outcome.

5.42.3.10 Discuss with the Contracting Authority whether a request should be made to Practitioner Performance Advice to consider the issue of an Alert Notice and co-operate in an action required. The Contracting Authority's decision in respect of an Alert Notice issue is final and determinative. The Contracting Authority reserves the right to report any Flexible Worker to the relevant professional regulatory body itself if it considers it necessary.

5.42.3.11 Provide the Contracting Authority with full detail of how the Complaint has been resolved, in writing, as soon as possible thereafter and provide updates as to the progress of resolution of the Complaint to the Contracting Authority, upon request.

5.42.3.12 Ensure that in the event of a Patient making a Complaint directly to a Flexible Worker regarding their treatment or any aspect of medical administration the Flexible Worker shall immediately inform the Contracting Authority, via the Practice Manager or an alternative senior member of staff at their Placement Location.

5.42.3.13 Ensure that each Flexible Worker supplied is promptly and fully informed of Complaints relating to them. Where a Complaint is upheld, the Supplier will (and

will ensure that the Flexible Worker will) take demonstrable action to ensure there is no recurrence of the action complained of.

5.42.4 In the event that the Contracting Authority decides (its decision being final and determinative) that the Complaint against a Flexible Worker is such that the Flexible Worker needs to be removed from a placement, the Contracting Authority shall instruct removal of the Flexible Worker. The Supplier shall arrange a replacement Flexible Worker.

5.42.5 The number of Complaints and the management of the same will be a standing agenda item at Performance Review Meetings.

5.43 Patient Safety Incidents and Significant Events:

5.43.1 The Parties agree that all Significant Events and Patient Safety Incidents will be dealt with in accordance with the direction set out in Appendix I – MOD Flexible Worker Significant Events and Patient Safety Incidents Policy, relevant Contracting Authority Policies as well as any relevant national and professional body policies. In the event of a conflict, Appendix I – MOD Flexible Worker Significant Events and Patient Safety Incidents Policy shall take precedence save to the extent contrary to the law.

5.43.2 The Supplier shall provide the Contracting Authority with such assistance as it shall reasonably request to support investigations into Significant Events and Patient Safety Incidents and where notified by the Contracting Authority (its decision being final and determinative), the Supplier shall take such action as directed by the Contracting Authority which may include, but shall not be limited to, referral to the appropriate statutory/governing professional body.

5.44 Whilst a Complaint, Significant Event or Patient Safety Investigation is on-going:

5.44.1 The Contracting Authority shall be entitled to remove a Flexible Worker from a placement and terminate the relevant placement with immediate effect. The Contracting Authority may also instruct the Supplier to remove the Flexible Worker and may request a replacement Flexible Worker.

5.44.2 If directed by the Contracting Authority, the Supplier shall not place the Flexible Worker in response to a Placed Demand Order until such time as the Contracting Authority confirms that all investigations are complete and it is satisfied with the outcome such that the Flexible Worker may be placed in response to future Placed Demand Orders.

5.45 Provision of Flexible Worker Performance Feedback:

5.45.1 The Supplier may seek feedback from the Hiring Manager on the performance of a Flexible Worker upon completion of a placement. The format of the Flexible Worker Performance Feedback Form will be determined during the Mobilisation Period.

5.45.2 The Hiring Manager is not obliged to supply feedback on a Flexible Worker's performance although the Contracting Authority will take steps to ensure feedback is provided whenever reasonably possible.

5.45.3 In accordance with paragraph 5.42.3.4 of this Call-Off Schedule 20 (Call-Off Specification), the Supplier shall bring to the attention of the Contracting Authority Contract Management Team and include in the Complaints Register negative feedback received directly from Hiring Managers via the completion of a Flexible Worker Performance Feedback Report

6. KEY MILESTONES AND DELIVERABLES

6.1. The Supplier should note the following project milestones that the Contracting Authority will measure the quality of delivery against:

Milestone	Delivery Period	Description	Timeframe
1	Mobilisation Period	<p>end initial meeting to:</p> <p>Introduce key Supplier Staff</p> <p>Discuss refinements required to the draft Mobilisation Plan including candidate attraction initiatives, advertising, social media activity, anticipated Flexible Worker registrations, meeting schedule and ensuring clarity of obligations on both the Contracting Authority and Supplier</p> <p>Set BMS parameters and confirm essential requirements</p> <p>Discuss content of a draft Communications Plan to include all key Supplier Staff delivering the Call-OffContract</p> <p>Discuss content of a required draft Implementation Plan, including Service Levels</p> <p>Agree data standards</p>	Within five (5) working days of Call-Off Start Date
2	Mobilisation Period	Provide detail on the web browser, URL and any specific ports etc. for the BMS in order that initial connectivity testing can commence.	Within five (5) working days of Call-Off Start Date
3	Mobilisation Period	Submit finalised Mobilisation Plan, draft Implementation Plan and draft Communications Plan to the Contracting Authority for consideration. Contracting Authority to respond within 10 working days.	Within ten (10) working days of Initial Meeting as referred to in Milestone 1
4	Mobilisation Period	Commence Exostar onboarding to enable payment of invoices.	Within twenty (20) working days of Call-Off Start Date
5	Mobilisation Period	Provide access to and demonstrate MoD specific prototype BMS to enable both initial testing in line with Section 6.3 of this Call-Off Schedule 20 (Call-Off Specification) and give the Contracting Authority an opportunity to provide feedback and request reasonable adjustments.	Within ten (10) working days of Call-Off Start Date
6	Mobilisation Period	Provide access to and demonstrate adapted and MOD specific Bank Management System (BMS) which the Supplier considers meets the Contracting Authority's essential requirements as agreed at the initial meeting referred to within Milestone 1.	Within thirty (30) working days of Call-Off Start Date
7	Mobilisation Period	Provide access to and demonstrate 'go-live' version of adapted and MOD specific Bank Management System (BMS) which	Within thirty-five (35) working days of Call-Off Start Date

		incorporates all reasonable amendments requested by the Contracting Authority following delivery of Milestone 6.	
8	Mobilisation Period and ongoing as required	Deliver BMS training as agreed in the Mobilisation Plan and in accordance with paragraph 5.13.7.	Within forty (40) working days of Call-Off Start Date
9	Mobilisation Period	Accept Demand Orders submitted via BMS with placement start dates commencing on or beyond Call-Off Start Date.	Twenty (20) working days prior to IOC
10	Mobilisation Period and ongoing through to Call-Off End Date	Commencement of Supplier telephone service as set out in paragraph 13.4.	Twenty (20) working days prior to IOC
11	Mobilisation and Implementation Periods	Engage in weekly telephone discussions, remote teleconferences, video conferences etc. for review meetings with the Contracting Authority to ensure emerging issues are captured and acted upon.	Weekly for twelve (12) weeks commencing six (6) weeks prior to IOC
12	Implementation Period	Attend first Performance Review Meeting. Further meetings to be scheduled within Implementation Plan.	One (1) month after IOC
13	Implementation Period and ongoing through to Call-Off End Date	Achieve Service Levels.	From IOC
14	Mobilisation Period and ongoing through to Call-Off End Date	Provide individual Flexible Worker details to enable provision of bulk logins for access to DMICP training portal. Thereafter logins to be sought for each individual Flexible Worker.	Fortnightly during Mobilisation Period.
15	Mobilisation Period	Provide assurance that Flexible Workers either in confirmed placements or likely to be placed have undertaken mandatory DMICP training.	Five (5) working days before IOC
16	Implementation Period	Provide draft Exit Plan in accordance with Call-Off Schedule 10 (Exit Management)	Within three (3) months of Call-Off Start Date
17	Year 2	Provide an Exit Plan detailing the transfer of Flexible Workers, data and associated costs in accordance with Call-Off Schedule 10 (Exit Management)	Twelve (12) months before Call-Off Expiry Date

7. MANAGEMENT INFORMATION /REPORTING

- 7.1. The Contracting Authority aims to become a data driven intelligent customer capable of exploiting the Management Information (MI) provided such that it can make evidence-based strategic decisions and achieve value for money. The Supplier shall provide innovative solutions to support the Contracting Authority in forecasting usage and expenditure and improving service delivery.
- 7.2. The Supplier will be expected to work with the Contracting Authority to interpret MI and make recommendations for improvements, with a focus on delivering Defence priorities and where safe and appropriate, drive down costs.

- 7.3. Additional MI capabilities shall be discussed and agreed between the parties within the Mobilisation Period.
- 7.4. The reporting frequency is as follows:
- 7.4.1. For Monthly MI Reports, on or prior to the Reporting Date every month during the Call-Off Contract Period and thereafter, until all transactions relating to Placed Demand Orders have permanently ceased;
 - 7.4.2. For weekly MI Reports, on or prior to the last day of each Working Week during the Call-Off Contract Period and thereafter, until all transactions relating to Placed Demand Orders have permanently ceased;
 - 7.4.3. For all other MI Reports, in accordance with the timeframes set out in Call-Off Schedule 15 (Call-Off Contract Management);
- 7.5. The MI Reports shall report on (amongst other things) Demand Orders received and transactions occurring during the Reporting Period to which the MI Report relates (unless otherwise set out in Call-Off Schedule 15 (Call-Off Contract Management)). For example, MI Reports submitted on or before the Reporting Date in February will include transactional data in respect of Demand Orders which took place during the preceding Reporting Period i.e. month of January.
- 7.6. The Supplier must complete and return all MI Reports in accordance with the frequency indicated and Nil Returns provided where there are no transactions to report.
- 7.7. The Supplier shall notify the Contracting Authority of any errors or corrections in the MI Reports in the next MI Report due immediately following discovery of the error by the Supplier or as a result of the Contracting Authority querying the data supplied;
- 7.8. MI Reports shall either be completed electronically and either supplied to the email address notified to the Supplier during the Mobilisation Period (or to the email address supplied at a later date) or made available to the Contracting Authority via the BMS.
- 7.9. The Contracting Authority reserves the right (acting reasonably) to specify that the MI Reports be submitted by the Supplier using an alternative communication method.
- 7.10. The Supplier acknowledges that it is essential that the Contracting Authority receives timely and accurate MI pursuant to this Contract because MI is used by the Contracting Authority to inform strategic decision making.
- 7.11. Following an MI Failure, the Contracting Authority may issue reminders to the Supplier or require the Supplier to rectify defects in the MI Reports provided to the Contracting Authority. The Supplier shall rectify any deficient or incomplete MI Report as soon as possible and not more than five (5) Working Days following receipt of any such reminder.
- 7.12. The Supplier agrees to attend meetings between the Parties in person to discuss the circumstances of any MI Failure(s) at the request of the Contracting Authority (without prejudice to any other rights the Contracting Authority may have). If the Contracting Authority requests such a meeting the Supplier shall propose measures to ensure that the MI Failures are rectified and do not occur in the future. The Parties shall document these measures and continue to monitor the Suppliers performance.

8. VOLUMES

- 8.1. Projected and indicative volume of demand is detailed within Appendix J – MOD Flexible Worker Indicative Volume of Demand. This is demonstrated as total hours required, per individual

specialism/profession, per geographical region based on the historic structure of DPHC. This indicative data is based on historic demand adjusted to take into consideration known or anticipated future projects which may have an impact on demand levels.

- 8.2. The projected volumetric data is entirely indicative and in no way guaranteed. Actual Demand Orders placed may not be in line with historic demand or predicted future demand. If actual Demand Order volumes do differ with the projected volumetric data this is at the Suppliers risk and does not relieve the Supplier from their obligations under the Contract.
- 8.3. The projected volumetric data is provided by way of estimate only and the Contracting Authority cannot warrant the accuracy of it.

9. CONTINUOUS IMPROVEMENT

- 9.1. Full Detail is held in Call-Off Schedule 3 (Continuous Improvement).

10. SUSTAINABILITY

- 10.1. The supplier will deliver services in a manner which reduces its carbon footprint throughout the life of the contract.

11. QUALITY

- 11.1. Quality assurance requirements are as per the Framework agreement.

12. PRICE

- 12.1. Full detail is held in Call-Off Schedule 5 (Pricing Details).

13. STAFF AND CUSTOMER SERVICE

- 13.1. The Contracting Authority requires the Supplier to provide an appropriate level of resource throughout the duration of the Call-Off Contract in order to consistently deliver a quality Service.
- 13.2. The Supplier Staff assigned to the Call-Off Contract shall have the relevant qualifications and experience to deliver the Services.
- 13.3. The Supplier shall ensure that Supplier Staff understand the Contracting Authority's requirements, vision and objectives, and will provide excellent customer service to the Contracting Authority throughout the duration of the Contract.
- 13.4. The Supplier shall provide a 24-hour contact telephone helpline and dedicated email facility to facilitate the fulfilment of the Supplier's obligations under this Contract and any Placed Demand Orders. The telephone helpline will be utilised as a contingency mechanism for placing Demand Orders only in the event that the BMS is unavailable.

14. SERVICE LEVELS AND PERFORMANCE

- 14.1. The Supplier shall provide a proactive Supplier Authorised Representative to ensure that all Service Levels, as set out in Call-Off Schedule 14 (Service Levels), are met to the highest standard throughout the Call-Off Contract Period.
- 14.2. The Contracting Authority reserves the right to adjust, introduce new, or remove Service Levels throughout the Call-Off Contract Period, however any significant changes to Service Levels shall be agreed in writing between the Parties.

- 14.3. The Contracting Authority reserves the right to use and publish the performance of the Supplier against the Service Levels without restriction.
- 14.4. Where there has been an actual failure to meet any Service Level Performance Measure the Supplier shall provide the Contracting Authority with a Service Level Exception Report in accordance with the MI Reporting Instructions as set out in Call-Off Schedule 15 (Call-Off Contract Management).

15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 15.1. At all times when providing Services, the Supplier must ensure that each Flexible Worker has the appropriate security clearance as detailed in the relevant Placed Demand Order. The applicable level of security clearance is Placement Location specific and, in the vast majority of cases, a Baseline Personnel Security Standard (BPSS) will be sufficient. There are a number of known Placement Locations which require an alternative security clearance such as Security Check (SC), Developed Vetting (DV), and Counter Terrorist Check (CTC). These are located as follows:
 - 15.1.1. Non-GB Mainland Location – 4 countries;
 - 15.1.2. Scotland – 3 Sites;
 - 15.1.3. England – 3 Sites;
 - 15.1.4. Wales – 0 Sites.
- 15.2. The list provided at paragraph 15.1 of this Call-Off Schedule 20 - (Call-Off Specification) is not exhaustive and is subject to change. Full clarity as to the actual Placement Locations referred to within the list provided at paragraph 15.1 of this Call-Off Schedule 20 - (Call-Off Specification) will be provided to the Supplier during the Mobilisation Period.
- 15.3. If, for placements which require an alternative security clearance to BPSS, the Supplier is unable to provide an appropriate security cleared Flexible Worker, the Contracting Authority and Supplier will work collaboratively to identify a suitable Flexible Worker and the Contracting Authority will support the Supplier in obtaining the appropriate security clearance. The Supplier shall provide the Contracting Authority with such information and assistance as is required in order to carry out any additional security vetting.
- 15.4. In the circumstances set out in paragraph 15.3 above, if any Flexible Worker is unable to obtain Security Cleared, Developed Vetting or Counter Terrorist Check clearance the Flexible Worker will not be able to take up the placement.
- 15.5. The Contracting Authority may refuse to grant access to, and remove, any Flexible Worker who does not comply with any of the Contracting Authority's policies, or if they otherwise present a security threat.
- 15.6. The Contracting Authority shall use reasonable endeavours to identify any additional and locally derived security checks, which may be required by a local site security team at a Placement Location prior to the commencement of a placement and to initiate any such checks. The Supplier shall ensure that the Flexible Worker provides such support, information and documentation as required by the Contracting Authority to carry out these additional checks.
- 15.7. The Supplier shall ensure that:
 - 15.7.1. All Contractor Personnel are notified that the Official Secrets Acts 1911-1989 apply to them and will continue to do so after the expiry or termination of this Contract and their engagement under it. The Official Secrets Acts can be viewed at:

<https://www.legislation.gov.uk>.

- 15.7.2. Flexible Workers are willing to sign a statement in the form directed by the Contracting Authority acknowledging that, during the term of this Contract and after its expiry or termination or the termination of their placement, they are bound by the Official Secrets Acts 1911-1989 and that any Flexible Worker who refuses to sign the statement may be removed from the Contracting Authority premises and their placement immediately terminated.
- 15.7.3. Flexible Workers are supplied with, and shall wear on each day of a placement, an identification badge which states their name, designation, the Suppliers name and company logo and a recent photograph of the Flexible Worker.
- 15.7.4. Flexible Workers shall wear, on each day of a placement, the security pass supplied by the Contracting Authority.
- 15.7.5. Flexible Workers shall carry, on each day of the placement, and in addition to the identification badge referred to in paragraph 15.7.3 of this Call-Off Schedule 20 (Call-Off Specification), one form of photographic identification. The Flexible Worker will be required to present this piece of identification in order to gain access to the Placement Location. Access to the Placement Location may be denied if the Flexible Worker is unable to supply the required photographic identification.
- 15.7.6. Cyber Security: The Supplier is required to demonstrate that it can, by the Call-Off Start Date, meet and comply with all of the security controls of the applicable Cyber Risk Profile (CRP), as set by the Contracting Authority and as defined in DEF STAN 05-138 (LINK). The Contracting Authority has conducted a Cyber Risk Assessment (CRA) to determine the CRP applicable to this requirement and has determined it to be 'low'. The mechanism for demonstrating compliance is through completion of a Supplier Assurance Questionnaire (SAQ). This process must be conducted online in accordance with the guidance provided by the Defence Cyber Protection Partnership (DCPP) on the Gov.UK website. If the Supplier is unable to meet the required CRP requirements it will be required to provide, and have approved by the Contracting Authority, a Cyber Implementation Plan (CIP) to demonstrate an alternative approach to meeting the requirement.
- 15.7.7. On an annual basis, following award of the Call-Off Contract, the Contracting Authority will conduct a new CRA. Upon completion the Contracting Authority will notify the Supplier of the new CRP and the supplier will be required to follow the process set out in paragraph 15.7.6. in order to demonstrate that it can, within a timeframe agreed between the Parties, meet and comply with all of the security controls of the new CRP requirements.

16. PAYMENT AND INVOICING

- 16.1. Full detail is held in Call-Off Schedule 5 (Pricing Details).

17. CONTRACT MANAGEMENT

- 17.1. Full detail is held in Call-Off Schedule 15 (Call-Off Contract Management).

18. LOCATION

- 18.1. Service Requirements may be required to be carried out at any location listed within Appendix B - MOD Flexible Worker Geographical Structure Table. This list is not exhaustive and is subject to change.

- 18.2. Appendix B – MOD Flexible Worker Geographical Structure Table indicates the type of Military Healthcare Facility at each location as identified by the key. Further detail regarding the type of Military Healthcare Facility is supplied in paragraph 2 of this Call-Off Schedule 20 - (Call-Off Specification).
- 18.3. Appendix B - MOD Flexible Worker Geographical Structure Table also gives an indication of the likelihood of Service Accommodation, as set out in paragraph 5.27 of this Call-Off Schedule 20 - (Call-Off Specification), being made available at each location based on historic usage and, as such, the Contracting Authority cannot warrant the accuracy of this information.

APPENDICES: PLEASE NOTE THAT APPENDICES ARE ATTACHED SEPERATELY FOR REVIEW AS WELL AS LISTED BELOW

A – MOD FLEXIBLE WORKER PROFESSIONS



Appendix A

B – MOD FLEXIBLE WORKER GEOGRAPHICAL STRUCTURE TABLE



Appendix B

C – MOD FLEXIBLE WORKER JOB DESCRIPTIONS – DOCTORS



Appendix C

D – MOD FLEXIBLE WORKER JOB DESCRIPTIONS – NURSES



Appendix D

E – MOD FLEXIBLE WORKER JOB DESCRIPTIONS – ALLIED HEALTH PROFESSIONALS



Appendix E

F – MEDICAL INDEMNITY FOR REGULATED AND NON-REGULATED HEALTHCARE WORKERS ENGAGED TEMPORARILY AND SUPPLIED BY EITHER AN EMPLOYMENT BUSINESS OR A STAFF BANK PROVIDER TO THE MINISTRY OF DEFENCE (MOD)



Appendix F

G – MOD FLEXIBLE WORKER MODEL CONFIDENTIALITY UNDERTAKING



Appendix G

H – MOD FLEXIBLE WORKER PROBITY AND HEALTH DECLARATION



Appendix H

I – MOD FLEXIBLE WORKER SIGNIFICANT EVENTS AND PATIENT SAFETY INCIDENTS POLICY



Appendix I

J – MOD FLEXIBLE WORKER INDICATIVE VOLUME OF DEMAND



Appendix J

K – MOD BRAND GUIDELINES



CCCB20A01 Appendix K - MOD_Brand Guidelines_Executive_Summary_FINAL.pdf

Full Appendices Documents are listed below as were sent out to Suppliers

A – MOD FLEXIBLE WORKER PROFESSIONS

MOD Flexible Worker Professions

Job Description Unique Identification Reference Number	Job Title
D1	Doctor (Consultant in Sports and Exercise Medicine (SEM)) in a Multi-Disciplinary Injury Assessment Clinic (MIAC) within a Regional Rehabilitation Unit (RRU)
D2	Doctor (Consultant in Rehabilitation Medicine, Rheumatology or Sports and Exercise Medicine (SEM)) for Defence Medical Rehabilitation Centre (DMRC) only
D3	Doctor (General Practitioner (GP))
D4	Doctor (General Practitioner (GP) with Aviation Medicine Qualification)
D5	Doctor (Consultant in Occupational Medicine) for Regional Occupational Health Team (ROHT)
D6	Doctor (Consultant in General Psychiatry)
D7	Doctor (Sports and Exercise Medicine (SEM)) in a Multi-Disciplinary Injury Assessment Clinic (MIAC) within a Regional Rehabilitation Unit (RRU)
D8	Doctor (General Practitioner (GP) with Diving Medicine Qualification)

D9	Dental Practitioner
D10	Orthodontist
D11	Doctor (Senior House Officer in Rehabilitation Medicine, Rheumatology or Sport and Exercise Medicine) for Defence Medical Rehabilitation Centre (DMRC) only
D12	Doctor (General Practitioner (GP) with MOD Experience)
N1	Dental Nurse
N2	Registered Nurse Band 5 (Occupational Health)
N3	Registered Nurse Band 6 (Occupational Health)
N4	Practice Nurse Band 5
N5	Practice Nurse Band 6
N6	Senior Nurse/Lead Nurse Band 7
N7	Not Used
N8	Community Mental Health Practitioner Band 6
N9	Community Mental Health Practitioner Band 7
N10	Registered Nurse (RN) Band 6 Secondary Care (DMRC)
N11	General MRS/Ward Nurse Primary Care Band 5
N12	Registered Nurse (RN) Band 5 Secondary Care (DMRC)
N13	Advanced Nurse Practitioner
N14	Regional Nurse Advisor
N15	Regional Healthcare Governance Lead
A1	Senior Social Worker (Community Mental Health)
A2	Senior Social Worker (Hospital Based Recovery)
A3	Social Worker Manager (Community Mental Health)
A4	Consultant Clinical Psychologist
A5	Principal Clinical Psychologist
A6	Dental Hygienist
A7	Dietician Band 7
A8	Exercise Rehabilitation Instructor (ERI) Band 5
A9	Healthcare Assistant Level 2 Ward Based Defence Primary Healthcare (DPHC)
A10	Healthcare Assistant Level 2 Secondary Care Defence Medical Rehabilitation Centre (DMRC)
A11	Healthcare Assistant Level 3 Defence Primary Healthcare (DPHC)
A12	Healthcare Assistant Level 3 Secondary Care Defence Medical Rehabilitation Centre (DMRC)
A13	Paramedic/Technician
A14	Not Used
A15	Registered Occupational Therapist (OT) Band 6
A16	Pharmacist (Region) Band 8a
A17	Pharmacist Secondary Care Band 8a Defence Medical Rehabilitation Centre (DMRC)
A18	Pharmacy Technician Band 5
A19	Podiatrist Band 6 Defence Medical Rehabilitation Centre (DMRC)
A20	Podiatrist Advanced Practitioner Band 7
A21	Not Used
A22	Radiographer Band 5
A23	Rehabilitation Assistant Band 4 Defence Medical Rehabilitation Centre (DMRC)
A24	Specialist Occupational Therapist Neuro Rehab Band 6
A25	Occupational Therapist Neuro Rehab Advanced Practitioner Band 7
A26	Physiotherapist Advanced Band 7
A27	Specialist Physiotherapist Neuro Rehab Band 6
A28	Physiotherapist Neuro Rehab Advanced Practitioner Band 7
A29	Physiotherapist Specialist Band 6
A30	Specialist Speech and Language Therapist Neuro Rehab Band 6
A31	Speech and Language Therapist Neuro Rehab Advanced Practitioner Band 7
A32	Vocational Occupational Therapist Band 7

A33	Recreational Therapy Assistant Band 4 Defence Medical Rehabilitation Centre (DMRC)
A34	Occupational Therapist Advanced Practitioner Band 7 Defence Medical Rehabilitation Centre (DMRC)
A35	Clinical Psychology Assistant Practitioner
A36	Specialist Occupational Therapist Band 6 Defence Medical Rehabilitation Centre (DMRC)
A37	Not Used
A38	Not Used
A39	Psychological Wellbeing Practitioner Band 6
A40	Regional Healthcare Governance Lead
A41	Practice Based Pharmacist (Clinical Pharmacist) Band 8a

B – MOD FLEXIBLE WORKER GEOGRAPHICAL STRUCTURE TABLE

[illegible]

C – MOD FLEXIBLE WORKER JOB DESCRIPTIONS – DOCTORS

MOD Flexible Worker Job Descriptions – Doctors

Unique reference number: D1

DOCTOR (CONSULTANT IN SPORTS AND EXERCISE MEDICINE (SEM)) IN A MULTI-DISCIPLINARY INJURY ASSESSMENT CLINIC (MIAC) WITHIN A REGIONAL REHABILITATION UNIT (RRU)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. Work as part of a multi-disciplinary team to provide assessment, clinical diagnosis, treatment and rehabilitation management of complex musculoskeletal sports, exercise and training injuries.
2. Provide a range of investigations and treatment interventions such as musculoskeletal ultrasound, injection therapy and extracorporeal shockwave therapy.
3. Advise on onward care and investigations of patients attending the Multi-disciplinary Injury Assessment Clinic (MIAC). Refer appropriately as per MOD protocol for rapid access investigations, fast track surgical treatment and rehabilitation.
4. To Provide subject matter expert advice through engagement with other agencies e.g. injury prevention initiatives.
5. Maintain awareness and facilitate implementation of all clinical care pathways and models of best practice from the Department of Defence Rehabilitation (DDR).
6. Complete all mandate clinical records in accordance with MOD standards. Complete onward referrals to secondary care and other agencies in accordance with MOD standards of practice.
7. Support the Officer Commanding (OC) and clinical specialist in the daily running of MIACs.
8. Participation in clinical governance activity and significant event analysis.
9. Participate in audit activity including analysis of compliance with best practice guidelines.
10. Provide summaries for medical boards (where appropriate) on discharge.

B. STANDARDS TO WHICH A CONSULTANT in spORTS AND EXERCISE MEDICINE (sem) MUST COMPLY WHEN PROVIDING THE SERVICES

11. To comply with relevant Contracting Authority policy as notified to the doctor.
12. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
13. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

- 14. Must be registered with the General Medical Council (GMC) both on the main register and on the Specialist Register for Sports and Exercise Medicine (SEM), without restrictions.**
- 15. If on the GMC Specialist Register for any speciality other than SEM, must have either a Sport and Exercise Medicine Diploma or Master's degree and have Membership of Fellowship of the Faculty of Sport and Exercise Medicine (FSEM).**
- 16. Must have a current, satisfactory in date annual appraisal in line with the requirements of the General Medical Council's (GMC's) Good Medical Practice (GMP).**
- 17. Must hold current, valid personal medical indemnity insurance.**
- 18. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

- 19. Previous Ministry of Defence (MOD) Experience.**

Unique reference number: D2

DOCTOR (CONSULTANT IN REHABILITATION MEDICINE, RHEUMATOLOGY OR SPORT AND EXERCISE MEDICINE (SEM)) FOR DEFENCE MEDICAL REHABILITATION CENTRE (DMRC) ONLY

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. The post holder is to deliver consultant-led, multi-disciplinary, musculoskeletal (MSK) rehabilitation. This will involve the assessment and treatment of personnel from the Armed Forces with military training and trauma related MSK injuries referred to DMRC, the military tertiary rehabilitation unit. This will include liaison with referrers and line management as required to facilitate the clinical and occupational management of the patient.
2. To provide clinical leadership to a multidisciplinary therapy team looking after Military patients with complex rehabilitation needs.
3. To complete reports and documentation in accordance with MOD policy or the requirements of any other government department.
4. To treat both inpatients and outpatients.
5. To undertake occasional non-residential, on call responsibilities.

B. STANDARDS TO WHICH A CONSULTANT IN REHABILITATION MEDICINE, RHEUMATOLOGY OR SPORTS AND EXERCISE MEDICINE (SEM) MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with relevant Contracting Authority policy as notified to the doctor.
7. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
8. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. **Must be either:**
 - Registered with the General Medical Council (GMC) both on the Main Register and on the Specialist Register for Rehabilitation Medicine, Rheumatology or Sport and Exercise Medicine (SEM); or
 - Registered on an international register as either a Consultant Rehabilitation Medicine, Rheumatology or Sport and Exercise Medicine (SEM) and also registered on the Specialist Register of the General Medical Council (GMC) as a Consultant in another speciality and with a minimum of 3 years' experience holding a musculoskeletal caseload as evidenced within their CV.
10. **Must have a current, satisfactory in date annual appraisal in line with the requirements of the GMC Good Medical Practice (GMP).**
11. **Must hold current, valid personal medical indemnity insurance.**

12. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. **Previous Ministry of Defence (MOD) Experience.**
14. **Current membership of their parent professional College of Faculty.**

Unique reference number: D3

DOCTOR (GENERAL PRACTITIONER (GP))

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. Undertake Primary Healthcare (PHC) clinics for Military and entitled personnel.
2. Examinations and Occupational Health (OH) fitness for work assessments within the locum doctor's scope of experience and qualification.
3. To inform the local medical authority of any case that may affect a serviceperson's ability to undertake their duties.
4. To complete reports and documentation in accordance with MOD policy or the requirements of any other government department.
5. To attend individual management reviews or case conferences with Primary Healthcare (PHC) and/or line management as required.

B. STANDARDS TO WHICH A GENERAL PRACTITIONER (GP) MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with relevant Contracting Authority policy as notified to the doctor.
7. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
8. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Registration with the General Medical Council both on the main register and on the General Medical Council (GMC) GP Register without Restrictions.
10. Must have a current, satisfactory in date annual appraisal in line with the requirements of the General Medical Council's (GMC's) Good Medical Practice (GMP).
11. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Previous Ministry of Defence (MOD) Experience.
13. Previous emergency care/response experience.

- 14. Membership of the Royal College of General Practitioners (MRCGP) and/or Diploma of the Faculty of Sexual and Reproductive Healthcare (DFSRH) and/or Diploma Occupational Medicine (DipOM).**

Unique reference number: D4

DOCTOR (GENERAL PRACTITIONER (GP) WITH AVIATION MEDICINE QUALIFICATION)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. Undertake Primary Healthcare (PHC) clinics for Military and entitled personnel.
2. Examinations and Occupational Health (OH) assessments within the locum doctor's scope of experience and qualification.
3. To inform the local medical authority of any case that may affect a serviceman's ability to undertake their duties.
4. To complete reports and documentation in accordance with MOD policy or the requirements of any other government department.
5. To attend individual management reviews or case conferences with Primary Healthcare (PHC) and/or line management as required.

B. STANDARDS TO WHICH A GENERAL PRACTITIONER (GP) WITH AVIATION MEDICINE MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with relevant Contracting Authority policy as notified to the doctor.
7. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
8. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. General Practitioners must be registered with the General Medical Council (GMC) both on the main register and on the GMC GP Register without Restrictions.
10. Diploma in Aviation Medicine or have completed the RAF Military Aviation Medicine Examiner (MAME) Course.
11. Must have a current, satisfactory in date annual appraisal in line with the requirements of the General Medical Council's (GMC's) Good Medical Practice (GMP).
12. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Previous Ministry of Defence (MOD) Experience.

- 14. Previous experience of working within an MOD Airfield/Naval Base**
- 15. Previous emergency care/response experience.**
- 16. Member of the Royal College of General Practitioners (MRCGP) and/or Diploma of the Faculty of Sexual and Reproductive Healthcare (DFSRH).**
- 17. Diploma in Occupational Medicine or Sports Medicine.**

Unique reference number: D5

DOCTOR (CONSULTANT IN OCCUPATIONAL MEDICINE) FOR REGIONAL OCCUPATIONAL HEALTH TEAM (ROHT)

A. OVERALL JOB DESCRIPTION - SERVICE REQUIREMENTS

1. To provide Defence Primary Healthcare (DPHC) medical staff and the Chain of Command (CoC) with specialist Occupational Health (OH) advice concerning medical aspects of a Service Person's (SP) employability, deployability and ongoing employment.
2. To undertake fitness for work assessments and Medical Boards on SP as determined by Single Service (SS) and Joint Medical Employment Policy, fulfilling the role of President or Board Member as required and as laid down in MOD and single Service and Joint Medical Employment Policy.
3. To complete reports and documentation in accordance with MOD policy or the requirements of any other government department.
4. To provide occupational health advice and guidance to SP regarding their employment when appearing before fitness for work assessments and Medical Boards.

B. STANDARDS TO WHICH A CONSULTANT IN OCCUPATIONAL MEDICINE MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with relevant Contracting Authority policy as notified to the doctor.
7. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Occupational Medical Practice (GPMP) document.
8. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Registered on the General Medical Council (GMC) Specialist Register for Occupational Medicine and not subject to any restrictions in practice.
10. Must be a current Member of the Faculty of Occupational Medicine.
11. Consultants must have a current, satisfactory in date annual appraisal in line with the requirements of the General Medical Council's (GMC's) Good Medical Practice (GMP).
12. Must hold current, valid personal medical indemnity insurance.
13. Must hold a full Driving Licence valid in UK.
14. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Previous Ministry of Defence (MOD) Experience.

Unique reference number: D6

DOCTOR (CONSULTANT IN GENERAL PSYCHIATRY)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To undertake clinical sessions for the Department of Community Mental Health (DCMH), carrying out fresh case assessments and reviews of all service personnel referred to the DCMH. This will include liaison with referrers and line management as required to facilitate the clinical and occupational management of the patient.
2. To provide clear occupational recommendations to the referrer and/or Medical Centre based on MOD and single Service policy.
3. To supervise the clinical activity of other mental health professionals at multi-disciplinary team meetings and at other times as required.
4. To provide out of hours telephone advice and support to clinicians needing advice on mental healthcare and risk management on a rota basis
5. To liaise and engage with MOD contracted (or other NHS and non-NHS providers as necessary) in-patient service providers to enable discharge planning for Service and other entitled personnel who have been admitted to hospital
6. To complete reports and documentation in accordance with MOD policy or the requirements of any other government department.
7. To assist educational supervisors in the DCMH with providing training experiences for General Practitioner Vocational Trainees (GPVTs) and mental health trainees.
8. To attend individual management reviews or case conferences with Primary Healthcare (PHC) and/or line management as required.

B. STANDARDS TO WHICH A CONSULTANT IN GENERAL PSYCHIATRY MUST COMPLY WHEN PROVIDING THE SERVICES

9. To comply with relevant Contracting Authority policy as notified to the doctor.
10. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
11. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Must be on the GMC Specialist Register for General Psychiatry and/or Forensic Psychiatry.
13. Must be approved under Section 12 (2) of the Mental Health Act 1983 or be an Approved Medical Practitioner under Section 22 of the Mental Health (Care and Treatment) (Scotland) Act 2003.

- 14. Must have a current, satisfactory in date annual appraisal in line with the requirements of the General Medical Council's (GMC's) Good Medical Practice (GMP).**
- 15. Must have completed sufficient Continuing Professional Development (CPD) in accordance with Royal College of Psychiatrists guidance on CPD.**
- 16. Must hold current, valid personal medical indemnity insurance.**
- 17. Must hold a full Driving Licence valid in the UK (in order to be able to conduct peripatetic clinics and assess personnel sick at home in exceptional circumstances).**
- 18. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

- 19. Previous Ministry of Defence (MOD) Experience as a Consultant Psychiatrist.**
- 20. A qualification in Cognitive Behavioural Therapy (CBT) or Post Traumatic Stress Disorder (PTSD).**
- 21. A qualification in management of addictions, particularly alcohol.**

Unique reference number: D7

DOCTOR (SPORTS AND EXERCISE MEDICINE (SEM)) IN A MULTI-DISCIPLINARY INJURY ASSESSMENT CLINIC (MIAC) WITHIN A REGIONAL REHABILITATION UNIT (RRU)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To undertake clinical sessions for the Regional Rehabilitation Unit (RRU), carrying out triage, fresh case assessments and reviews of all service personnel referred to the RRU. This will include liaison with referrers and line management as required to facilitate the clinical and occupational management of the patient.
2. To use a multidisciplinary team looking after Military patients with complex rehabilitation needs as part of the Defence Rehabilitation service.
3. To complete reports and documentation in accordance with MOD policy or the requirements of any other government department.
4. To provide expert clinical decision-making in the assessment and treatment both residential course patients and outpatients with appropriate diagnostic and interventional techniques.
5. To refer appropriate patients into the NHS or the Rapid Access Imaging and Fast Track Surgery contract as per DPHC policy.

B. STANDARDS TO WHICH A DOCTOR in SPORTS AND EXERCISE MEDICINE (SEM) MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with relevant Contracting Authority policy as notified to the doctor.
7. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
8. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Registered with the General Medical Council (GMC) both on the main register and on the GMC GP Register without restrictions.
10. Sports and Exercise Medicine Diploma or Master's degree and membership of the Faculty of Sport and Exercise Medicine.
11. Minimum 3 years' experience with some activity relating to Sports and Exercise Medicine (SEM).
12. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Previous Ministry of Defence (MOD) Experience.

14. Postgraduate qualifications in interventions such as musculoskeletal ultrasound and competency in injection therapy.

Unique reference number: D8

DOCTOR (GENERAL PRACTITIONER (GP) WITH DIVING MEDICINE QUALIFICATION)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. Undertake Primary Healthcare (PHC) clinics for Military Personnel and, in some locations, other entitled personnel.
2. Examinations and Occupational Health (OH) assessments within the locum doctor's scope of experience and qualification.
3. To inform the local medical authority of any case that may affect a Service Persons' ability to undertake his/her duties.
4. To attend individual management reviews or case conferences with Primary Healthcare (PHC) and/or line management as required.

B. STANDARDS TO WHICH A GENERAL PRACTITIONER (GP) WITH DIVING MEDICINE QUALIFICATION MUST COMPLY WHEN PROVIDING THE SERVICES

5. To comply with relevant Contracting Authority policy as notified to the doctor.
6. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
7. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

8. Registration with the General Medical Council both on the main register and on the General Medical Council (GMC) GP Register without Restrictions.
9. Must have a current, satisfactory in date annual appraisal in line with the requirements of the General Medical Council's (GMC's) Good Medical Practice (GMP).
10. Hold an in-date Certification for attendance on the Standard Underwater Medicine Course delivered by the Institute of Naval Medicine, Gosport.
11. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Previous Ministry of Defence (MOD) Experience.

- 13. Previous experience of diving medicine.**
- 14. Previous emergency care/response experience.**
- 15. Member of the Royal College of General Practitioners (MRCGP) and/or Diploma of the Faculty of Sexual and Reproductive Healthcare (DFSRH).**
- 16. Diploma in Occupational Medicine or Sports Medicine.**

Unique reference number: D9

DENTAL PRACTITIONER

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work independently and to provide both a full range of dental treatment to maintain oral health and to undertake related general administrative duties where required to work towards improving and maintaining the dental health and operational fitness of personnel for whom they are providing care for.
2. To assist the Senior Dental Officer (SDO), when present, or operate independently to achieve dental fitness targets, for all entitled personnel, as detailed in the SG Policy and Standards Document (P&SD).
3. To ensure that not less than 6.5 hours per day in 2 sessions are set aside for direct patient contact.
4. To ensure that all treatment is correctly recorded on the electronic health record and any relevant FMed documents.

B. STANDARDS TO WHICH A DENTAL PRACTITIONER MUST COMPLY WHEN PROVIDING THE SERVICES

5. To comply with all relevant Contracting Authority policy including DPHC (Dental) policies, regulations and orders as well as JSP 950 Leaflet 2-23-1 (SG Policy and Standards Document (P&SD)) and other policies as notified to the Dental Practitioner.
6. To ensure that surgery management, document administration (including the rendering of dental returns and safe custody of F Med 271s) and maintenance of equipment is undertaken to the standards laid out in Surgeon General's Policy and Standards Document for Primary Dental Care (SG P&SD PDC).
7. Treatment is to be provided in accordance with The Faculty of General Dental Practitioners (FGDP) guidelines
8. To ensure compliance with radiation safety orders and adhere to current control of substances hazardous to health (COSHH) regulations.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Fully registered with the General Dental Council (GDC) without restrictions.
10. Certified completion of Foundation Training in Dentistry in the UK, or have evidence of at least 12 months full-time postgraduate clinical experience derived in a primary dental care setting, or have qualified before foundation training became compulsory in the NHS.
11. Must hold valid suitable and appropriate indemnity insurance with a recognised dental defence organisation.
12. Must provide evidence of clinical currency in accordance with JSP 950 Leaflet 4-1-4 Returning to Clinical Practice, specifically a minimum of 2 clinical sessions per week over the last 15 months.

13. To have completed GDC highly recommended Continuing Professional Development (CPD) including medical emergencies, safeguarding children and vulnerable adults, disinfection and decontamination, radiography and radiation protection.
14. To be trained and current in emergency and resuscitation procedures and have practised and tested these procedures at least annually in accordance with Resuscitation Council (UK) guidelines and JSP 950 Leaflet 4-6-1 DMS CPR Standards and Training.
15. Must have undertaken the additional health clearance checks for clinicians required to perform Exposure Prone Procedures (in accordance with the Department of Health policy entitled “Health clearance for tuberculosis, hepatitis B, hepatitis C and HIV: New Healthcare Workers”).
16. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

17. Previous Ministry of Defence (MOD) Experience.
18. An NHS Performer number.
19. A dentally related level 7 postgraduate qualification.

Unique reference number: D10

ORTHODONTIST

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work unsupervised with competence and currency in the use of pre-adjusted edge-wise fixed appliances, functional appliances and removable appliances.
2. To comply with all Defence Primary Healthcare (DPHC) (Dental) policies, regulations and orders and the SG Policy and Standards Document (P&SD).
3. Ensure that no less than 6.5 hours per day in 2 sessions are set aside for direct patient contact.
4. During these hours the Civilian Orthodontist is to provide comprehensive orthodontic treatment to child and adult patients, dependant on patient base.
5. Ensure that surgery management, documentation (including the rendering of quarterly orthodontic returns as per SG P&SD and safe custody of orthodontic treatment records) and maintenance of equipment is always kept to the required standard.
6. Maintain a patient data base of referral, both current and completed cases.
7. Ensure that all treatment is correctly recorded on the orthodontic treatment record.
8. Refer orthognathic patients as appropriate.
9. Provide written advice to the GDP including design of Upper Removable Appliances (URAs) as appropriate.
10. Arrange the transfer of overseas patients when required, with full records to the appropriate UK provider.

B. STANDARDS TO WHICH AN ORTHODONTIST MUST COMPLY WHEN PROVIDING THE SERVICES

11. To comply with all relevant Contracting Authority policy including DPHC (Dental) policies, regulations and orders as well as JSP 950 Leaflet 2-23-1 (SG Policy and Standards Document (P&SD)) and other policies as notified to the Dental Practitioner.
12. To ensure that surgery management, document administration (including the rendering of dental returns and safe custody of F Med 271s) and maintenance of equipment is undertaken to the standards laid out in Surgeon General's Policy and Standards Document for Primary Dental Care (SG P&SD PDC).
13. To ensure compliance with radiation safety orders and adhere to current control of substances hazardous to health (COSHH) regulations.
14. Compliance with General Dental Council (GDC) and Royal College of Surgeons (RCS) Regulations and all legislated guidance.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Fully registered with the General Dental Council (GDC). Practitioners must be registered with the GDC without Restrictions.
16. On the GDC Orthodontic Specialist List.
17. Possess a Membership in Orthodontics (M Orth) or a Diploma in Orthodontics (D Orth) qualification.
18. Must hold valid suitable and appropriate indemnity insurance with a recognised dental defence organisation.
19. Must provide evidence of clinical currency in orthodontic practice (no less than 50% whole time equivalent) demonstrated by the weekly delivery of patient care during the last 12 months.
20. To have completed GDC highly recommended Continuing Professional Development (CPD) including medical emergencies, safeguarding children and vulnerable adults, disinfection and decontamination, radiography and radiation protection.
21. To be trained and current in emergency and resuscitation procedures and have practised and tested these procedures at least annually in accordance with Resuscitation Council (UK) guidelines and JSP 950 Leaflet 4-6-1 DMS CPR Standards and Training.
22. Knowledge of current National Health Service (NHS) regulations relating to eligibility for treatment.
23. Must have undertaken the additional health clearance checks for clinicians required to perform Exposure Prone Procedures (in accordance with the Department of Health policy entitled "Health clearance for tuberculosis, hepatitis B, hepatitis C and HIV: New Healthcare Workers").
24. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

25. Previous Ministry of Defence (MOD) Experience.
26. An NHS Performer number.

Unique reference number: D11

DOCTOR (SENIOR HOUSE OFFICER IN REHABILITATION MEDICINE, RHEUMATOLOGY OR SPORT AND EXERCISE MEDICINE (SEM)) FOR DEFENCE MEDICAL REHABILITATION CENTRE (DMRC) ONLY

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. The post holder is to deliver junior doctor support to the consultant-led, multi-disciplinary, musculoskeletal rehabilitation service. This will involve the assessment and treatment of personnel from the Armed Forces with military training and trauma related musculoskeletal injuries referred to DMRC, the military tertiary rehabilitation unit. Where appropriate this may include liaison with referrers and line management as required to facilitate the clinical and occupational management of the patient. The post holder will also provide medical care, where necessary, to in-patients under the clinical leadership of a consultant.
2. To provide junior doctor input to a multidisciplinary therapy team looking after military patients with complex rehabilitation needs. All candidates will receive a two-day induction to the unit and the service. Over a four-month period a junior doctor training programme (minimum two x one hour sessions per week) will be delivered and is accredited by the RCGP for training. There is an additional in-service training programme (minimum one hour per week) for all doctors at the unit. Attendance will be timetabled into the working week.
3. To complete medical documentation in accordance with MOD policy or the requirements of any other government department.
4. To be involved in the care of both inpatients and outpatients.
5. To undertake occasional non-residential, on call responsibilities if happy to do so.

B. STANDARDS TO WHICH A SENIOR HOUSE OFFICER IN REHABILITATION MEDICINE, RHEUMATOLOGY OR SPORT AND EXERCISE MEDICINE (SEM) MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with relevant Contracting Authority policy as notified to the doctor.
7. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
8. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Must be fully registered with the General Medical Council as a doctor. Provisional registration is not acceptable.
10. Must have a current, satisfactory in date annual appraisal in line with the requirements of the General Medical Council's (GMC's) Good Medical Practice (GMP).
11. Must hold current, valid personal medical indemnity insurance.
12. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

- 13. Previous Ministry of Defence (MOD) Experience.**
- 14. Clinical experience in Rehabilitation Medicine, Sport and Exercise Medicine (SEM) or Rheumatology.**
- 15. Interest in a career in either Rehabilitation Medicine, Sport and Exercise Medicine (SEM) or Rheumatology.**

Unique reference number: D12

DOCTOR (GENERAL PRACTITIONER (GP) WITH MOD EXPERIENCE)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. Undertake Primary Healthcare (PHC) clinics for Military and entitled personnel.
2. Examinations and Occupational Health (OH) fitness for work assessments within the locum doctor's scope of experience and qualification.
3. To inform the local medical authority of any case that may affect a Service Person's ability to undertake their duties.
4. To complete reports and documentation in accordance with MOD policy or the requirements of any other government department.
5. To attend individual management reviews or case conferences with Primary Healthcare (PHC) and/or line management as required.

B. STANDARDS TO WHICH A GENERAL PRACTITIONER (GP with mod experience MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with relevant Contracting Authority policy as notified to the doctor.
7. To comply with regulatory standards set out by the General Medical Council's (GMC) Good Medical Practice (GMP) document.
8. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Registration with the General Medical Council both on the main register and on the General Medical Council (GMC) GP Register without Restrictions.
10. A copy of the Doctor(s) Fitness to Practise declaration must be provided to the Contracting Authority prior to any GP undertaking duties under the Contract.
11. Must have a current, satisfactory in date annual appraisal in line with the requirements of the General Medical Council's (GMC's) Good Medical Practice (GMP).
12. Previous Ministry of Defence (MOD) Experience.
13. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Previous emergency care/response experience.
15. Membership of the Royal College of General Practitioners (MRCGP) and/or Diploma of the Faculty of Sexual and Reproductive Healthcare (DFSRH) and/or Diploma Occupational Medicine (DipOM)

D – MOD FLEXIBLE WORKER JOB DESCRIPTIONS – NURSES

MOD Flexible Worker Job Descriptions – Nurses

(N.B. Unique Reference Number N7 Not Included)

Unique Reference Number: N1

DENTAL NURSE

A. OVERALL JOB DESCRIPTION- SERVICE REQUIREMENTS

1. To provide clinical and administrative support to the Dental Officer to enable maintenance of the surgery. This includes preparation/sterilisation of all instruments before and after patients, reception duties, document handling, operation of dental computing system, processing radiographs, shared maintenance tasks and working in the central sterilisation area when in place.
2. To be fully aware of the responsibilities of a registered healthcare professional and comply with the GDC Principles and Standards for Dental Professionals.

3. To ensure that not less than 6.5 hours per day in 2 sessions are set aside for appointed patients
4. To be accountable to the Senior Dental Officer through their line management.
5. To comply with DPHC (Dental) policy on working hours.
6. To comply with all Health and Safety Policy directives and legislation.
7. To carry out preventive cross infection procedures including sterilisation of instruments and materials in compliance with current legislation (HTM 01-05) and best practice as described in DPHC (Dental) SOPs Chapter 13.
8. To adhere to local stock control procedures when removing items of stock from the storeroom.
9. To manage the patient appointment system.
10. To manage dental records (manual and electronic) ensuring the correct receipt, despatch, registration and storage of FMed 271 and hasten any outstanding documents.
11. To manage the receipt, despatch and documentation of dental prosthetic appliances, ensuring timely appointments for patients as necessary.

B. STANDARDS TO WHICH A DENTAL NURSE MUST COMPLY WHEN PROVIDING THE SERVICES

12. To comply with all relevant Authority policy including DPHC (Dental) policies, regulations and orders as well as JSP 950 Leaflet 2-23-1 (SG Policy and Standards Document (P&SD)) and other policies as notified to the Dental Practitioner.
13. To ensure that surgery management, document administration (including the rendering of dental returns and safe custody of F Med 271s) and maintenance of equipment is undertaken to the standards laid out in JSP 950 2-23-1.
14. To ensure compliance with Radiation Safety Orders and adhere to current Control of Substances Hazardous to Health (COSHH) regulations.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Fully registered with the General Dental Council (GDC) without restrictions.
16. Must hold valid suitable and appropriate indemnity insurance with a recognised dental defence organisation.
17. Must provide evidence of clinical currency in accordance with JSP 950 Leaflet 4-1-4, Returning to Clinical Practice, specifically a minimum of 2 clinical sessions per week over the last 15 months.
18. To have completed GDC highly recommended Continuing Professional Development (CPD) including medical emergencies, safeguarding children and vulnerable adults, disinfection and decontamination, radiography and radiation protection.

19. To be trained and current in emergency and resuscitation procedures and have practised and tested these procedures at least annually in accordance with Resuscitation Council (UK) guidelines and JSP 950 Leaflet 4-6-1 DMS CPR Standards and Training).
20. Must have undertaken the additional health clearance checks for clinicians required to perform Exposure Prone Procedures (in accordance with the Department of Health policy entitled "Health clearance for tuberculosis, hepatitis B, hepatitis C and HIV: New Healthcare Workers").
- 21. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

22. Previous Ministry of Defence (MOD) experience.
23. Hold a Dental Nurse qualification.

Unique Reference Number: N2

REGISTERED NURSE BAND 5 (OCCUPATIONAL HEALTH)

A. OVERALL JOB DESCRIPTION- SERVICE REQUIREMENTS

1. To assist with the conduct of the full range of pre-employment health screening and assessment of fitness to work as required.
2. To provide information, advice and assistance regarding Medical Force Protection programmes.
3. To undertake clinical procedures such as Spirometer, Audiometry, Visual Acuity testing, blood pressure monitoring and routine urinalysis.
4. To collect and record occupational health data.
5. To assist with the identification of trends in sickness and absence and contribute to the generation of reports.
6. To implement, maintain and participate in health surveillance programmes in accordance with Control of Substances Hazardous to Health (COSHH) and other relevant Health and Safety regulations as required.
7. To undertake/remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.

B. STANDARDS TO WHICH AN OCCUPATIONAL HEALTH NURSE BAND 5 MUST COMPLY WHEN PROVIDING THE SERVICES.

8. To comply with regulatory standards set out by the Nursing and Midwifery Council.
9. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

10. Must be Registered Nurse (A) on Part 1 of the Nursing and Midwifery Council (NMC) Register and not be subject to any restrictions in practice.
11. Must hold a BSc(Hons) in Specialist Community Public Health Nursing – Occupational Health with registration on Part 3 of the NMC register or Diploma in Occupational Health Nursing.
12. Must have a minimum of two year's post registration in a Band 5 or higher grade in an Occupational health (OH) setting (within the last three years).
13. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED), and Infection Prevention and Control (IPC) and be able to provide certification.
14. Must hold current, valid personal medical indemnity insurance.
15. Must have experience in undertaking fitness for work assessments and functional capacity assessments gained within the last 3 years.
- 16. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

17. Experience in delivering the full remit of Health Surveillance, in particular Hand-Arm Vibration, Spirometry, Audiometry, Visual Acuity testing, Blood Pressure monitoring and routine urinalysis.
18. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: N3

REGISTERED NURSE BAND 6 (OCCUPATIONAL HEALTH)

A. OVERALL JOB DESCRIPTION- SERVICE REQUIREMENTS

1. To assist with the conduct of the full range of pre-employment health screening and assessment of fitness to work as required.
2. To assist with workplace assessments in order to determine appropriate employment within the Joint Medical Employment Standard (JMES).
3. To provide information, advice and assistance regarding Medical Force Protection programmes.
4. To collect and record Occupational Health data.
5. To assist with the identification of trends in sickness and absence and contribute to the generation of reports.
6. If acting as the Lead Nurse, be responsible for the line management and clinical supervision of other Practice Nurses where appropriate and ensure untrained personnel within the treatment area work within their scope of practice.

7. To undertake clinical procedures such as Spirometer, Audiometry, Visual Acuity testing, Blood Pressure monitoring and routine urinalysis.
8. To implement, maintain and participate in health surveillance programmes in accordance with Control of Substances Hazardous to Health (COSHH) and other relevant Health and Safety regulations as required.
9. To undertake/remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.

B. STANDARDS TO WHICH AN OCCUPATIONAL HEALTH NURSE BAND 6 MUST COMPLY WHEN PROVIDING THE SERVICE

10. To comply with professional standards set out by the Nursing and Midwifery Council.
11. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Must be Registered Nurse (A) on Part 1 of the Nursing and Midwifery Council (NMC) Register and not be subject to any restrictions in practice.
13. Must hold a BSc(Hons) in Specialist Community Public Health Nursing – Occupational Health with registration on Part 3 of the NMC register or Diploma in Occupational Health Nursing.
14. Must have a minimum of two year's post registration in a Band 6 or higher grade in an Occupational health (OH) setting (within the last three years).
15. Must hold current, valid personal medical indemnity insurance.
16. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED), and Infection Prevention and Control and be able to provide certification.
17. Must have experience in undertaking fitness for work assessments and functional capacity assessments gained within the last 3 years.
18. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Experience in delivering the full remit of Health Surveillance, in particular Hand-Arm Vibration, Spirometry, Audiometry, Visual Acuity testing, Blood Pressure monitoring and routine urinalysis.
20. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: N4

PRACTICE NURSE - BAND 5

A. OVERALL JOB DESCRIPTION- SERVICE REQUIREMENTS

1. To work as part of a multi-disciplinary team, under the Defence Primary Healthcare (DPHC) organisation, delivering Primary Health Care (PHC) services and elements of Occupational Health and Health Promotion to the Defence Medical Services (DMS) entitled Population at Risk (PAR).
2. To be responsible to the Senior Medical Officer / Lead Clinician / Senior Nurse and provide routine clinics as directed to meet the needs of the organisation and the PAR.
3. To be involved in the development and implementation of local programmes of care/ service delivery within their scope of practice; conducting electronic searches and performing audit to promote quality improvement.
4. To assist in the supervision of untrained staff within the practice, under the guidance of the Senior Nurse / Lead Clinician and within individual scope of practice.

5. To undertake and remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.

6. To maintain patient safety and support healthcare governance activity.

7. To undertake training and demonstrate competence to issue medications via Patient Group Directives (PGDs) and Patient Specific Directions (PSDs), in accordance with Joint Service Policy and as determined appropriate by the Senior Nurse / Lead Clinician.

B. STANDARDS TO WHICH A PRACTICE NURSE BAND 5 MUST COMPLY WHEN PROVIDING THE SERVICE.

8. To comply with the professional standards set out within the Nursing and Midwifery Council (NMC) Code.

9. To undertake continuous professional and personal development as required by the NMC, employer and Defence Primary Healthcare (DPHC) delivery.

10. To work within a proven level of competence of PHC delivery and recognise own boundaries and report any limitations in scope of professional practice.

11. To comply with DPHC, Joint Service Publication (JSP) 950 and National Clinical Policy and Guidelines; ensuring evidence based PHC delivery.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Must be Registered Nurse (Adult) Level 1 with Nursing and Midwifery Council (NMC) and hold a valid, in date Personal Identification Number (PIN) and not be subject to any restrictions of practice.

13. Must hold current, valid personal medical indemnity insurance.

14. Must have a minimum of one year's post registration experience working as a Band 5 or higher grade in a Primary Healthcare (PHC) setting (within the last three years).

15. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.

16. Must have completed Immunisation and Vaccination Foundation Training in accordance with national immunisation and vaccination standard training requirements (Public Health England) and either:

- be able to provide certification; or
- be able to provide proof of clinical competency of the same from a previous employer or Line Manager, who is a current and practicing GMC or NMC Registrant, for Immunisation and Vaccinations (dated within the last 12 months).

17. Must be in date for Immunisation and Vaccination annual update e-learning training (to include young children if engaged within a family practice) and be able to provide certification.

18. Must be in date for venepuncture and able to provide certificates of training/qualification/update, as undertaken within the last three years, and/or be able to provide proof of clinical competency of the same

from a previous employer or Line Manager, who is a current and practicing GMC or NMC Registrant, for venepuncture.

19. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

20. Provide certificates of training/qualification/update, as undertaken within the last three years, and/or be able to provide proof of clinical competency of the same from a previous employer or Line Manager who is a current and practicing GMC or NMC Registrant, for:

- a. Ear Care (including irrigation)
- b. Minor Illness / Common PHC Presentations
- c. Minor Injury
- d. Health Screening
- e. NHS (>40s Health Check)
- f. Performing and Recording Audiograms
- g. Wound Care
- h. Chaperoning/ Assisting Minor Surgery
- i. Health Promotion
- j. Essentials of Chronic Disease Management/ Long Term Conditions (Asthma; COPD; CHD; Diabetes; CVD; Hypothyroid)
- k. Child Health in Primary Care (if working in families practice as identified in the Demand Order)
- l. Travel Medicine or Travel Health
- m. Yellow Fever Vaccination Face to Face Training or Yellow Fever Vaccination Online Training
- n. Mens and Womens Health Awareness
- o. Mental Health Awareness
- p. Infection Prevention & Control (IPC) – Responsible Practitioner
- q. Smoking Cessation Advisor
- r. Clinical Supervisee Course
- s. Preparation for Mentorship; Supporting Learning and Assessment in practice (SLAiP); Mentorship and Assessment in Practice or equivalent
- t. Quality Assurance / Healthcare Governance training
- u. Significant Event Reporting

21. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

22. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: N5

PRACTICE NURSE BAND 6

A. OVERALL JOB DESCRIPTION-SERVICE REQUIREMENTS

1. To work as part of a multi-disciplinary team, under the Defence Primary Healthcare (DPHC) organisation, delivering Primary Health Care (PHC) services and elements of Occupational Health and Health Promotion to the Defence Medical Services (DMS) entitled Population at Risk (PAR).
2. To be responsible to the Senior Medical Officer / Lead Clinician / Senior Nurse and provide routine clinics as directed to meet the needs of the organisation and the PAR.
3. To be involved in the development and implementation of programmes of care/ service delivery within their scope of practice; utilising Information Systems (IS) to interrogate/support clinical audit and conduct service evaluations.
4. To assess, plan, implement and evaluate clinical care of patients in the provision of nurse led clinics, including communication with senior clinicians, outside agencies and disciplines as required.
5. To contribute to, and if acting as the Lead Nurse to co-ordinate, in association with the Senior Nurse / Lead Clinician, the line management, supervision and development of other nurses / untrained personnel and ensure individuals work within their individual scope of practice.
6. To undertake and remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.
7. To maintain patient safety and support and promote healthcare governance activity.
8. To undertake training and demonstrate competence to issue medications via Patient Group Directives (PGDs) and Patient Specific Directions (PSDs), in accordance with Joint Service Policy and as determined appropriate by the Senior Nurse / Lead Clinician.

B. STANDARDS TO WHICH A PRACTICE NURSE BAND 6 MUST COMPLY WHEN PROVIDING THE SERVICE

9. To comply with regulatory standards set out by the Nursing and Midwifery Council (NMC) Code.
10. To undertake continuous professional and personal development as required by the NMC, employer and Defence Primary Healthcare (DPHC) delivery.
11. To work within proven level of competence of PHC delivery and recognise own boundaries and report any limitations within scope of professional practice.
12. To comply with DPHC, Joint Service Publication (JSP) 950 and National Clinical Policy and Guidelines; ensuring evidence based PHC delivery.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Must be Registered Nurse (Adult) Level 1 with Nursing and Midwifery Council (NMC) and hold a valid, in date Personal Identification Number (PIN) and not be subject to any restrictions of practice.
14. Must hold current, valid personal medical indemnity insurance.
15. Must have a minimum of two years post registration experience in PHC practice.
16. Must have a minimum of one year's post registration in a Band 6 or higher grade in a Primary Healthcare (PHC) setting (within the last three years).
17. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.
18. Must have completed Immunisation and Vaccination Foundation Training in accordance with national immunisation and vaccination standard training requirements (Public Health England) and either:
 - be able to provide certification; or
 - be able to provide proof of clinical competency of the same from a previous employer or Line Manager, who is a current and practicing GMC or NMC Registrant, for Immunisation and Vaccinations (dated within the last 12 months).
19. Must be in date for Immunisation and Vaccination annual update e-learning training (to include young children if engaged within a family practice) and be able to provide certification.
20. Must be in date and able to provide certificates of training/qualification/update, as undertaken within the last three years, and/or be able to provide proof of clinical competency of the same from a previous employer or Line Manager, who is a current and practicing GMC or NMC Registrant, for:
 - a. Venepuncture
 - b. Travel Health
 - c. Minor Injuries
 - d. Minor Illness / Common PHC Presentations
 - e. Child Health in Primary Care (only if working in a families practice as identified in the Demand Order)
 - f. Cervical Cytology Sample Taking (only if working in a Medical Facility where an essential requirement / skill gap is identified within the Demand Order)
 - g. Preparation for Mentorship; Supporting Learning and Assessment in Practice (SLAiP); Mentorship and Assessment in Practice; Clinical Supervision or equivalent
 - h. Travel health.

21. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

22. Hold certificates of training/qualification/update or be able to provide proof of clinical competency from a previous employer or Line Manager who is a current and practicing GMC or NMC Registrant (either of which obtained within the last 3 years).

- a. Ear Care (including irrigation)
- b. Health Screening
- c. NHS (>40s) Health Check
- d. Performing and Recording Audiograms
- e. Wound Care
- f. Chaperoning/Assisting Minor Surgery
- g. Health Promotion
- h. Essentials of Chronic Disease Management/Long Term Conditions (Asthma; COPD; CHD; Diabetes; CVD; Hypothyroid)
- i. Yellow Fever Vaccination Face to Face Training or Yellow Fever Vaccination Online Training
- j. Mens and Womens Health Awareness
- k. Mental Health Awareness
- l. Infection Prevention & Control (IPC) – Responsible Practitioner
- m. Smoking Cessation Advisor
- n. Sexually Transmitted Infections Foundation (STIF) Level 1/2 Practitioner
- o. Clinical Supervisee Course
- p. Quality Assurance/Healthcare Governance Training
- q. Significant Event Reporting.

23. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

24. Previous Ministry of Defence (MOD) PHC experience.

25. Experience of managing and ordering of stock in a non dispensing practice environment.

Unique Reference Number: N6

SENIOR NURSE/LEAD NURSE MANAGER - BAND 7

A. OVERALL JOB DESCRIPTION-SERVICE REQUIREMENTS

1. To work as part of a multi-disciplinary team, under the Defence Primary Healthcare (DPHC) organisation, delivering Primary Health Care (PHC) services and elements of Occupational Health and Health Promotion to the Defence Medical Services (DMS) entitled Population at Risk (PAR).
2. To be responsible to the Senior Medical Officer / Senior Nursing Officer / Lead Clinician and provide routine clinics as directed to meet the needs of the organisation and the PAR.
3. To provide safe, effective, evidence-based, cost-effective and individualised patient care.
4. To assess, plan, implement and evaluate clinical care of patients in the provision of nurse led clinics, working with autonomy within individual scope of practice, but including communication with senior clinicians, outside agencies and disciplines as required.
5. To offer a holistic service to serving personnel, and their dependants (as applicable within families practices), developing where appropriate an on-going plan of care and support with an emphasis on health optimisation, injury and disease prevention and principles of self-care.
6. To be involved in the development and implementation of programmes of care/ service delivery within their scope of practice; utilising Information Systems (IS) to interrogate/support clinical audit and conduct service evaluations.
7. To deliver clinical management of common PHC first contact/ undifferentiated diagnosis and chronic conditions/presentations, with application of appropriate knowledge, treatment, medication and referral pathways.
8. To promote health and well-being through the use of health promotion, health education, screening and therapeutic communication skills. Support patients to adopt health promotion strategies that empower and direct towards healthy lifestyle choice.
9. To contribute to and be responsible for the line management, supervision and development of other nurses / untrained personnel and ensure individuals work within their individual scope of practice.
10. To act as a coach/ mentor/ supervisor to others, in both clinical and managerial situations and provide a focus for Clinical Supervision, learning and development activity. Promote a supportive learning environment for patients, clinical staff and other health professionals.
11. To undertake and remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.
12. To maintain patient safety, support, develop and promote healthcare governance activity and in conjunction with the Medical Facility leadership team focus and drive quality improvement.

13. To co-ordinate, monitor and evaluate Medical Facility delivery of NHS screening programmes, and NHS and MoD Vaccination Programmes, providing reports to DPHC Regional Leads.
14. To co-ordinate and contribute to the delivery of chronic disease / long term condition management in liaison with the Senior Medical Officer / Lead Clinician and monitor and report on invitation and clinical management standards.
15. To complete reports and returns in accordance with MoD policy or the requirements of any other government department.
16. To participate in practice management meetings and communicate effectively within the Multi-disciplinary Team, client group and Chain of Command (CoC).
17. To undertake training and demonstrate competence to issue medications and supervise others in the use of Patient Group Directives (PGDs) and Patient Specific Directions (PSDs), in accordance with Joint Service Policy and as determined appropriate by the Senior Medical Officer / Lead Clinician.

B. STANDARDS TO WHICH A SENIOR NURSE/LEAD NURSE BAND 7 MUST COMPLY WHEN PROVIDING THE SERVICE

18. To comply with the professional standards set out within the Nursing and Midwifery Council (NMC) Code.
19. To undertake continuous professional and personal development as required by the NMC, employer and Defence Primary Healthcare DPHC delivery.
20. To work within proven level of competence of PHC delivery and recognise own boundaries and report any limitations within scope of professional practice.
21. To comply with DPHC, Joint Service Publication (JSP) 950 and National Clinical Policy and Guidelines; ensuring evidence based PHC delivery.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

22. Must be Registered Nurse (Adult) Level 1 with Nursing and Midwifery Council (NMC) and hold a valid, in date Personal Identification Number (PIN) and not be subject to any restrictions of practice.
23. Must hold current; valid personal medical indemnity insurance.
24. Must hold a minimum of BSc in a relevant area of PHC practice.
25. Must have a minimum of five years post registration experience in PHC practice and have a minimum of one year's satisfactory performance within the last three years at Band 7 in a PHC setting.
26. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.
27. Must have completed Immunisation and Vaccination Foundation Training in accordance with national immunisation and vaccination standard training requirements (Public Health England) and either:
 - be able to provide certification; or

- be able to provide proof of clinical competency of the same from a previous employer or Line Manager, who is a current and practicing GMC or NMC Registrant, for Immunisation and Vaccinations (dated within the last 12 months).

28. Must be in date for Immunisation and Vaccination annual update e-learning training (to include young children if engaged within a family practice) and be able to provide certification.

29. Must be in date and able to provide certificates of training/qualification/update, as undertaken within the last three years, and/or be able to provide proof of clinical competency of the same from a previous employer or Line Manager, who is a current and practicing GMC or NMC Registrant, for:

- a. Travel Health / Travel Medicine
- b. Venepuncture
- c. Ear Care (including irrigation)
- d. Minor Injury
- e. Minor Illness / Common PHC Presentations
- f. Child Health in Primary Care (only if working in a families practice as identified within the Demand Order)
- g. Management of Chronic Disease/Long Term Conditions (Asthma; COPD; CHD; Diabetes; CVD; Hypothyroidism)
- h. Cervical Cytology Sample Taking (only if working in a Medical Facility where an essential requirement / skill gap is identified within the Demand Order)
- i. Preparation for Mentorship; Supporting Learning and Assessment in Practice (SLAiP); Mentorship and Assessment in Practice; Clinical Supervision or equivalent.
- j. Quality Assurance / Healthcare Governance Health Promotion

30. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

31. Hold certificates of training/qualification/update or be able to provide proof of clinical competency from a previous employer or Line Manager who is a current and practicing GMC or NMC Registrant (either of which obtained within the last 3 years).

- a. Health Screening/NHS (>40s) Health Check
- b. Performing and Recording Audiograms
- c. Wound Care
- d. Chaperoning/Assisting Minor Surgery
- e. Yellow Fever Vaccination Face to Face Training or Yellow Fever Vaccination Online Training
- f. Mens and Womens Health Awareness
- g. Mental Health Awareness
- h. Infection Prevention & Control (IPC) – Responsible Practitioner
- i. Smoking Cessation (Practitioner)
- j. Sexually Transmitted Infections Foundation (STIF) Level 1/2 Practitioner
- k. Significant Event Reporting.
- l. Quality Assurance

- 32. Non-Medical Prescribing qualification recorded on NMC register and evidence of prescribing currency and competence against the Royal Pharmaceutical Society Prescribers Competency Framework.
- 33. Experience of managing and ordering of stock in a non-dispensing practice environment.
- 34. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.
- 35. Previous Ministry of Defence (MOD) PHC experience.

Unique Reference Number: N8

COMMUNITY MENTAL HEALTH PRACTITIONER BAND 6

A. OVERALL JOB DESCRIPTION-SERVICE REQUIREMENTS

- 1. To provide an outpatient occupationally focused community mental health service within their area of responsibility (AOR) of the Department of Community Mental Health (DCMH)/liaison role. This will include helping to organise and deliver therapeutic interventions, educational training and mental health promotion initiatives in collaboration with the multi-disciplinary mental health team.
- 2. To carry out initial mental health assessments and subsequent reviews for all personnel referred to the DCMH.
- 3. To be responsible for an identified case load by reviewing client needs with ongoing development and evaluation of individual treatment plans.
- 4. To maintain accurate contemporaneous electronic records and clinical notes of all client contact.
- 5. To provide reports to and maintain effective liaison with referring Medical Officers (MOs), General Practitioners and other relevant professional agencies following initial assessment, on discharge or whenever appropriate.
- 6. To participate in and provide clinical supervision.
- 7. To participate in departmental clinical and business meetings and take the lead in initiatives as directed by the Clinical Lead or Department Manager.
- 8. To recognise limits of competence and seek clinical supervision and/or advice as appropriate.
- 9. To be involved in Health Governance (HG) and take the lead on initiatives (e.g. audits) as directed by the HG lead.
- 10. Deliver up to date, evidence-based interventions for mental health problems based on guidance from the National Institute for Clinical Excellence (NICE) and the National Treatment Agency (NTA).

B. STANDARDS TO WHICH A COMMUNITY MENTAL HEALTH PRACTITIONER BAND 6 MUST COMPLY WHEN PROVIDING THE SERVICES

11.To be accountable to the standards of psychotherapy, care, advice, and support that you provide to patients, the fellow professionals and the CoC, in line with the relevant standards set by the professional regulating bodies, such as the Nursing and Midwifery Council (NMC) and/or the British Association for Behavioural and Cognitive Psychotherapies (BABCP)/EMDR UK & Ireland, and Health and Care Professionals Council (HCPC).

12.To comply with joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Must either:

- Be a Mental Health Nurse registered with the Nursing and Midwifery Council (NMC) and have a MSc or Post Graduate Certificate/Diploma in a Mental Health clinical speciality, preferably but not limited to Cognitive Behavioural Therapy.

Or

- Hold a professional registration with the British Association for Behavioural and Cognitive Psychotherapies (BABCP)/EMDR UK & Ireland, and Health and Care Professionals Council (HCPC) and be accredited in either EMDR or CBT.

14. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.

15. Must have 2 years' experience in a Mental Health role.

16. Must hold current, valid personal medical indemnity insurance.

17. To maintain patient safety, support, develop and promote healthcare governance activity and in conjunction with the Medical Facility leadership team focus and drive quality improvement.

18. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Previous Ministry of Defence (MOD) experience.

20. Eye Movement Desensitisation Reprocessing (EMDR) Parts 1, 2, or Accredited Practitioner.

21. Full driving licence valid in the UK.

Unique Reference Number: N9

COMMUNITY MENTAL HEALTH PRACTITIONER BAND 7

A. OVERALL JOB DESCRIPTION- SERVICE REQUIREMENTS

1. To provide an outpatient occupationally focused community mental health service within their area of responsibility (AOR) of the Department of Community Mental Health (DCMH)/liaison role. This will include leading in the organisation and delivery of high intensity therapeutic interventions, educational, training and mental health promotion regimes in collaboration with the multi-disciplinary mental health team at the DCMH.
2. To manage a caseload of complex cases in line with the experience and specialist knowledge held.
3. To carry out complex mental health assessments and subsequent reviews for personnel referred to the DCMH.
4. To have continued responsibility for an identified case load by reviewing client needs by providing flexible and individualised care packages to meet the mental health needs of military personnel with mental health problems.
5. To maintain contemporaneous accurate electronic records and clinical notes of all client contact.
6. To provide reports to and maintain liaison with Medical Officers (MOs), General Practitioners and other relevant professional agencies after initial assessment, on discharge or whenever appropriate.
7. To participate in and provide clinical supervision and caseload management for more junior mental health clinicians.
8. To provide high supervision for high secondary and tertiary clinical interventions.
9. To be an integral part of the Multi-Disciplinary Team (MDT) and participate in departmental clinical and business meetings and take the lead in initiatives as directed by the Clinical Lead or Department Manager.
10. To recognise limits of competence and seek clinical supervision and/or advice as appropriate.
11. To have an in-depth knowledge of Health Governance (HG) and the ability to lead on specific domains as directed by the HG lead.
12. To deliver up to date, evidence-based interventions for mental health problems based on guidance from the National Institute for Clinical Excellence (NICE) and the National Treatment Agency (NTA).

B. STANDARDS TO WHICH A COMMUNITY MENTAL HEALTH PRACTITIONER BAND 7 MUST COMPLY WHEN PROVIDING THE SERVICE.

13. To be accountable to the standards of psychotherapy, care, advice, and support that you provide to patients, the fellow professionals and the CoC, in line with the relevant standards set by the professional regulating bodies, such as the Nursing and Midwifery Council (NMC) and/or the British Association for Behavioural and Cognitive Psychotherapies (BABCP)/EMDR UK & Ireland, and Health and Care Professionals Council (HCPC).
14. To maintain your professional knowledge and registration/revalidation as per the relevant professional regulating body and/or BABCP/EMDR UK guidelines.
15. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

16. Must either:
- Be a Mental Health Nurse registered with the Nursing and Midwifery Council (NMC) and have a MSc or Post Graduate Certificate/Diploma in a Mental Health clinical speciality, preferably but not limited to Cognitive Behavioural Therapy.
- or
- Hold a professional registration with the British Association for Behavioural and Cognitive Psychotherapies (BABCP)/EMDR UK & Ireland, and Health and Care Professionals Council (HCPC) and be accredited in either EMDR or CBT.
17. Must have 3 years' experience in a Mental Health Role.
18. Must in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.
19. Must hold current, valid personal medical indemnity insurance.
20. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

21. Previous Ministry of Defence (MOD) experience.
22. MSc or Post Graduate Diploma in Cognitive Behavioural Therapy.
23. Eye Movement Desensitisation Reprocessing (EMDR) Parts 1, 2, or Accredited Practitioner.
24. Full driving licence valid in the UK.

Unique Reference Number: N10

REGISTERED NURSE (RN) BAND 6 – SECONDARY CARE - DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION- SERVICE REQUIREMENTS

1. To be responsible for planning, assessing, implementing and evaluating patient care without supervision, prioritising own workload and making independent decisions whilst supervising more junior staff.
2. To act in a multidisciplinary role and within the chain of command, with emphasis upon team leading and liaising as appropriate with other professionals.
3. To ensure that they and their subordinates are obtaining the necessary clinical experience in order to perform their posts competently.
4. To supervise and co-ordinate the delivery of patient care on the ward.
5. To utilise clinical expertise to lead a team and ensure the use of evidence-based practice is applied to all care.
6. To work within own level of competence and scope of practice.
7. To support junior staff in areas of professional development.
8. To order and maintain the required level of medical supplies to include drugs, dressings and equipment to achieve patient care.
9. To work in either Complex Trauma Rehabilitation or Neurological Rehabilitation as required by service needs and directed by clinical lead and Deputy (Officer Commanding Nursing) OCN/OCN or Matron.
10. To act as Team Leader and undertake ward coordination, providing clear support to both senior and junior colleagues.
11. To demonstrate competency in the allocation and supervision of all staff to cover the 24hr workday within the unit/ward.
12. To be responsible to the clinical lead and whilst on duty is professionally accountable to the Deputy Officer Commanding (OC) Nursing.

B. STANDARDS TO WHICH A REGISTERED NURSE (RN) BAND 6 MUST COMPLY WHEN PROVIDING THE SERVICE

13. To comply with regulatory standards set out by the Nursing and Midwifery Council (NMC) Code of Conduct.
14. To comply with Joint Service Publication (JSP) 950 Medical Policy.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Must be a Registered Nurse (A) Level 1 nurse with the Nursing and Midwifery Council (NMC) and hold a valid and in date PIN with no restriction of practice.
16. Must have a minimum of 3 years nursing experience within the last 5 years in a ward environment.
17. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: N11

GENERAL MEDICAL RECEPTION STATION/WARD NURSE BAND 5

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of a multi-disciplinary team, providing basic ward-based nursing care within a Defence Primary Healthcare (DPHC) bedded down facility, to the Defence Medical Services (DMS) entitled Population at Risk (PAR).
2. To be responsible to the Senior Medical Officer / Lead Clinician / Senior Nurse for the provision of nursing care.
3. To be involved in the planning, implementation and evaluation of nursing care and use evidence-based practice approach to all clinical/managerial workloads.
4. To be involved in the development and implementation of local programmes of care/ service delivery within their scope of practice; conducting electronic searches and performing audit to promote quality improvement.
5. To order and maintain the required level of medical supplies and equipment, as needed for delivery of appropriate patient care.
6. To undertake and remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.
7. To maintain patient safety and support healthcare governance activity.
8. To undertake training and demonstrate competence to issue medications via Patient Group Directives (PGDs) and Patient Specific Directions (PSDs), in accordance with Joint Service Policy and as determined appropriate by the Senior Nurse / Lead Clinician.

B. STANDARDS TO WHICH A GENERAL MEDICAL RECEPTION STATION NURSE/WARD NURSE MUST COMPLY WHEN PROVIDING THE SERVICE.

9. To comply with the professional standards set out within the Nursing and Midwifery Council (NMC) Code.
10. To undertake continuous professional and personal development as required by the NMC, employer and Defence Primary Healthcare (DPHC).
11. To work within proven level of competence of PHC delivery and recognise own boundaries and report any limitations within scope of professional practice.
12. To comply with DPHC, Joint Service Publication (JSP) 950 and National Clinical Policy and Guidelines; ensuring evidence based PHC delivery.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Must be Registered Nurse (Adult) Level 1 with Nursing and Midwifery Council (NMC) and hold a valid, in date Personal Identification Number (PIN) and not be subject to any restrictions of practice.
14. Must hold current, valid personal medical indemnity insurance.
15. Must have a minimum of one year's post registration experience in a Band 5 or higher-grade position.
16. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.
17. Must be able to provide certificates of training/qualification/update, as undertaken within the last three years, and/or be able to provide proof of clinical competency of the same from a previous employer or Line Manager, who is a current and practicing GMC or NMC Registrant, for:
 - v. Injection technique
 - w. Venepuncture
 - x. Evaluation of the deteriorating patient e.g. use of Medical Early Warning Systems (MEWS).
18. **Must be in date and able to prove currency Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Provide certificates of training/qualification/update, as undertaken within the last three years, and/or be able to provide proof of clinical competency of the same from a previous employer or Line Manager who is a current and practicing GMC or NMC Registrant, for:
 - a. Ear Care (including irrigation)
 - b. Minor Illness / Common PHC Presentations
 - c. Minor Injury
 - d. Health Screening
 - e. NHS (>40s Health Check)
 - f. Performing and Recording Audiograms
 - g. Wound Care
 - h. Chaperoning/ Assisting Minor Surgery
 - i. Health Promotion
 - j. Essentials of Chronic Disease Management/ Long Term Conditions (Asthma; COPD; CHD; Diabetes; CVD; Hypothyroid)
 - k. Child Health in Primary Care (only if working in families practice as identified within the Demand Order)
 - l. Travel Medicine or Travel Health
 - m. Yellow Fever Vaccination Face to Face Training or Yellow Fever Vaccination Online Training
 - n. Mens and Womens Health Awareness
 - o. Mental Health Awareness
 - p. Infection Prevention & Control (IPC) – Responsible Practitioner
 - q. Smoking Cessation Advisor

- r. Clinical Supervisee Course
- s. Preparation for Mentorship; Supporting Learning and Assessment in practice (SLAiP); Mentorship and Assessment in Practice or equivalent
- t. Quality Assurance / Healthcare Governance training
- u. Significant Event Reporting

20. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

21. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: N12

REGISTERED NURSE (RN) BAND 5 – SECONDARY CARE – DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of a multi-disciplinary healthcare team under the Defence Medical Rehabilitation Centre organisation delivering basic ward-based nursing care to Service personnel undergoing rehabilitation.
2. To be responsible to the Officer Commanding Nursing and/or Senior Ward Nurse for the provision of nursing care.
3. To be involved in the planning, implementation and evaluation of care.
4. To be involved in the development of programmes of care/service delivery within their scope of practice, including the ability to perform audits and conduct electronic searches.
5. To use evidence-based practice approach to all clinical/managerial workloads.
6. To order and maintain the required level of medical supplies and equipment to deliver and maintain appropriate patient care, for example, dressing packs.
7. To undertake/remain in date for all mandatory training as set out in paragraph 15.

B. STANDARDS TO WHICH A REGISTERED NURSE BAND 5 – SECONDARY CARE - MUST COMPLY WHEN PROVIDING THE SERVICE.

8. To comply with the professional standards set out within the Nursing and Midwifery Council (NMC) Code.
9. To undertake continuous professional and personal development as required by the NMC, employer and Defence Medical Rehabilitation Centre (DMRC).
10. To work within proven level of competence of ward delivery and recognise own boundaries within scope of professional practice.
11. To comply with DMRC, Joint Service Publication (JSP) 950 and National Clinical Policy and Guidelines; ensuring evidence based PHC delivery.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Must be Registered Nurse (A), Level 1 nurse with the NMC; hold a valid, in date Personal Identification Number (PIN); and not be subject to any restrictions of practice.
13. Must hold current, valid personal medical indemnity insurance.
14. Must have a minimum of one year's post registration experience in a Band 5 position.
15. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.
16. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

17. Hold certificates of training/qualification/update, or be able to provide proof of clinical competency from a previous employer or Line Manager who is a current and practicing GMC or NMC Registrant (either of which must be obtained within the last three years) in;

- a. Venepuncture/Cannulation
- b. Bowel Care
- c. Spinal Care
- d. Wound Care
- e. IV Antibiotic and fluid administration competencies.

18. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: N13

ADVANCED NURSE PRACTITIONER

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of a multi-disciplinary team, under the Defence Primary Healthcare (DPHC) organisation, delivering Primary Health Care (PHC) services and elements of Occupational Health and Health Promotion to the Defence Medical Services (DMS) entitled Population at Risk (PAR).
2. To be responsible to the Senior Medical Officer / Senior Nursing Officer / Lead Clinician and provide routine clinics to meet the needs of the organisation and the PAR.
3. To provide safe, effective, evidence-based, cost-effective and individualised patient care.
4. To develop and implement programmes of care and service delivery within their ANP scope of practice, utilising Information Systems (IS) to interrogate/support clinical audit and conduct service evaluations.
5. To make professionally autonomous decisions for which the ANP is accountable, informing the Chain of Command (CoC) in any case that may affect a service person's ability to undertake their duties and a DPHC Medical Officer where the Service person's Joint Medical Employability Status (JMES) is impacted.
6. To assess, diagnose, plan, implement and evaluate interventions, treatment and care for patients presenting with an undifferentiated diagnosis, acute/ chronic condition and/ or with complex needs.
7. To instigate necessary invasive and non -invasive diagnostic tests or investigations and interpret findings and reports.
8. To prescribe and review medication (within individual scope of practice) for therapeutic effectiveness, as appropriate to the patient need and in accordance with evidence-based practice, national and practice protocols / formularies. And provide information and advice on prescribed and over-the-counter medication, including medication regimens, side-effects and interactions.
9. To offer a holistic service to serving personnel, and their dependants (where applicable within family's practices), developing as appropriate an on-going plan of care and support with an emphasis on health optimisation, injury and disease prevention and principles of self-care.
10. To promote health and well-being through the use of health promotion, health education, screening and therapeutic communication skills. Support patients to adopt health promotion strategies that empower and direct towards healthy lifestyle choice.
11. To refer patients directly to other services or agencies as appropriate; communicating with senior clinicians, outside agencies and disciplines as required.
12. To work as part of the Practice team to develop and deliver specialist primary care services, including chronic and long-term disease management (such as Diabetes, Asthma, COPD, CHD and Hypertension). Proactively identify, diagnose and manage treatment plans for patients at risk of developing long term conditions. Monitor and report on invitation to attend/ uptake rates and clinical management standards.
13. To work with nursing, medical and health care assistant colleagues to ensure that the National Service Frameworks for CHD/ Older People/ Diabetes and Mental Health are being delivered.
14. To support and manage the health needs of men and women presenting for sexual health and family planning consultations and provide relevant well-woman / well man advice and information. Facilitate patient access to relevant NHS Population Screening programmes.

15. To co-ordinate, monitor and evaluate Medical Facility delivery of NHS screening programmes, and NHS and MoD Vaccination Programmes and provide reports to DPHC Regional Leads, where undertaking a Senior / Lead Nurse role
16. To assess, identify and refer patients presenting with mental health needs in accordance with the NSF for Mental Health and in conjunction with MoD Policy and guidance.
17. To assess and prescribe appropriate Travel Health medication/ immunisations in accordance with national guidance and DMS Policy.
18. To act as a coach/ mentor/ supervisor to others, in both clinical and managerial situations and provide a focus for Clinical Supervision, learning and development activity. Promote a supportive learning environment for patients, clinical staff and other health professionals.
19. To maintain patient safety, support, develop and promote healthcare governance activity, and in conjunction with the Medical Facility's leadership team focus and drive quality improvement.
20. To participate in Practice and Practice management meetings and communicate effectively within the Multi-Disciplinary Team, client groups and CoC.
21. To complete reports and returns in accordance with MoD policy or the requirements of any other government department.
22. To undertake and remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.

B. STANDARDS TO WHICH AN ADVANCED NURSE PRACTITIONER MUST COMPLY WHEN PROVIDING THE SERVICE

23. To comply with the professional standards set out within the Nursing and Midwifery (NMC) Code.
24. To undertake continuous professional and personal development as required by the NMC and employer.
25. To work within proven level of competence of PHC delivery and recognise own boundaries and report any limitations within the scope of medical practice.
26. To comply with DPHC, Joint Service Publication (JSP) 950 and National Clinical Policy and Guidelines; ensuring evidence based PHC delivery.

C. ESSENTIAL REQUIREMENTS/ QUALIFICATIONS/ EXPERIENCE

27. Must be Registered Nurse (Adult) Level 1 with Nursing and Midwifery Council (NMC) and hold a valid, in date Personal Identification Number (PIN) and not be subject to any restrictions of practice.
28. Must hold current valid medical indemnity insurance.
29. Must be delivering care in line with RCGP/RCN ANP competencies.
30. Must have completed an RCN approved ANP Course or completed the RCN credentialing process and be able to show evidence of study at Level 7.

- 31. Must have a valid Non-Medical Prescribing qualification recorded on NMC register and provide evidence of prescribing currency and competence against the Royal Pharmaceutical Society Prescribers Competency Framework.
- 32. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.
- 33. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS/ EXPERIENCE

- 34. Previous Ministry of Defence PHC experience.
- 35. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

Unique Reference Number: N14

REGIONAL NURSE ADVISOR

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work in support of the Regional SO2 Healthcare Governance to promote implementation of healthcare governance principles within regional medical facilities, with a focus on clinical effectiveness, improving quality care and professional development.
2. To work in support of the Regional Area Managers, Regional Pharmacist and Regional Warrant Officer to promote best practice in health & safety and security, assessing risk, equipment care and medicines management; using results to improve practice.
3. To undertake and remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.

B. STANDARDS TO WHICH A REGIONAL NURSE ADVISOR MUST COMPLY WHEN PROVIDING THE SERVICES

4. To comply with regulatory standards set out in the Nursing and Midwifery Council Code of Conduct.
5. To comply with Joint Service Publication (JSP) 950 Medical Policy and DPHC Direction and Guidance

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

6. Must be Registered Nurse Level 1 with Nursing and Midwifery Council (NMC) and hold a valid, in date Personal Identification Number (PIN) and not be subject to any restrictions of practice.
7. Must have additional post registration qualification in primary/community care to degree level, or equivalent level of knowledge supplemented by primary/community care related short courses to masters' level or equivalent.
8. Must have a minimum of 3 years' experience within the last five years at Band 7 or above in a relevant senior nursing role.
9. Must have qualification in clinical supervision, mentorship, or teaching (such as: Preparation for Mentorship; Supporting Learning and Assessment in Practice (SLAiP); Mentorship and Assessment in Practice) and have experience in team and individual development.

10. Must hold current valid medical indemnity insurance.
11. Must be in date for Basic Life Support (BLS), Anaphylaxis, Automated External Defibrillator (AED) and Infection Prevention and Control (IPC) and be able to provide certification.
12. Must be able to evidence leadership skills and demonstrate experience in leading projects and service improvement within the last 3 years.
13. Must be able to demonstrate application of current national policy, guidelines and the nursing agenda as relevant to the PHC environment and having implemented and monitored change as evidenced within the CV.
14. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Post Graduate Qualification (or working towards one) in Health Care Leadership / Management.
16. Current relevant understanding of Military and NHS policies.
17. MOD training for senior nurse role e.g. Performance Management for Line Managers, Selection Interviewing, Discipline and Restoring Efficiency, Equality and Diversity for Line Managers.
18. Previous MOD PHC experience.
19. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

.

Unique Reference Number: N15

REGIONAL HEALTHCARE GOVERNANCE LEAD

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To ensure that Healthcare Governance (HG) strategy is implemented across the Region in line with the Regional Clinical Director's (RCD) intent, HQ Defence Primary Healthcare (DPHC) guidance and HQ Surgeon General (SG) policy.
2. To contribute to the development of HG initiatives in response to national and local policies ensuring the RCD is kept abreast of changes in legislation or policy as relates to healthcare delivery and patient safety.
3. To collate HG data and present within HG reports to enable analysis of trends and risks and implementation of appropriate mitigation.
4. To act as a conduit to ensure expert advice is available for all Regional Medical Facilities (MFs) regarding Automated Significant Event Register (ASER) activity. Managing and monitoring the ASER database, including the collation of data as required by HQ DPHC and offering advice and support on root cause analysis and quarterly trend analysis of significant events.
5. To support MFs in the completion and ongoing monitoring of the Defence Medical Services (DMS) Common Assurance Framework (CAF).
6. To co-ordinate the Healthcare Governance and Assurance Visit (HGAV) programme to MFs ensuring visits are conducted at least two yearly in conjunction with HQ and Care Quality Commission (CQC) visits.
7. To provide concise and directive support to MFs pre and post Assurance visits in order to formulate development reports and action plans that drive progressive service delivery.
8. To monitor and evaluate the healthcare service within the MFs maintaining consistency of professional standards through audit, clinical governance and the application of risk management systems.
9. To oversee the co-ordination and implementation of quality improvement and best practice across the Region.
10. To plan, organise and co-ordinate forums, teaching and meetings to educate support and advise all MFs across the Region on current HG issues

B. STANDARDS TO WHICH A REGIONAL NURSE ADVISOR MUST COMPLY WHEN PROVIDING THE SERVICES

11. To comply with regulatory standards commensurate with the professional body of which the Temporary Worker is a professional registrant e.g. NMC, GMC, HCPC

12. To comply with Joint Service Publication (JSP) 950 Medical Policy and Headquarters (HQ) Defence Primary Healthcare (DPHC) Direction and Guidance.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Health professional with a minimum of 3 years' experience within the last 5 years at Band 7 level or above in a Healthcare Governance related role, or equivalent prior experience as a Ministry of Defence (MOD) Primary Healthcare (PHC) Practice Manager and Healthcare Governance Lead, having completed an HQ DPHC or Regional HQ role.

14. Must have a BSc in a relevant healthcare related subject, with demonstration of level 7 academic achievement and completed a Healthcare Governance training course (such as Healthcare Quality Quest or equivalent) or hold (or working towards) a postgraduate certificate in Healthcare Governance at Level 6 or above.

15. Must hold current valid medical indemnity insurance.

16. Must have in date with training for Basic Life Support, Anaphylaxis, Automated External Defibrillator and Infection Prevention and Control (IPC) and be able to provide certification.

17. Must have experience in clinical supervision, coaching, mentorship and teaching in healthcare.

18. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Post Graduate Award at Level 7 (or working towards one) in Healthcare Governance or Healthcare Leadership/Management.

20. Current understanding of MOD healthcare delivery related and NHS policies.

21. Previous MOD PHC experience.

22. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

E – MOD FLEXIBLE WORKER JOB DESCRIPTIONS – ALLIED HEALTH PROFESSIONALS

MoD Flexible Worker Job Descriptions – Allied Health Professionals

(N.B. A14, A21, A37 and A38 Not Included)

Unique Reference Number: A1

SENIOR SOCIAL WORKER (COMMUNITY MENTAL HEALTH)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide a comprehensive mental health social work service to Tri-Service military personnel. This includes providing mental health social work interventions and support to military patients who have a mental health diagnosis, which may lead to a medical discharge, or assist in their return to duty, as appropriate.
2. To act as the professional lead for the multidisciplinary staffed Departments of Community Mental Health (DCMH) with regards to safeguarding issues relating to children and adults at risk.
3. To deliver therapeutic social work interventions, solutions and advocacy in carrying out the task of supporting mental health patients in their clinical transition process from the military to the civilian world. Equally, to provide social work support and solutions to psycho-social problems to enable service personnel to return to Unit.
4. To demonstrate competence in the knowledge of mental health legislation and to provide professional support and advice regarding the legal status and rights of Service Personnel who are 'detained' persons under the Mental Health Legislation.
5. To provide reports and attendance at Mental Health Review Tribunals (MHRT), as directed by Panel chair who administers the legal processes.
6. To provide understanding, support and advice to the patient group (families/partners of patients) regarding the impacts of particular mental health conditions, in order to assist and involve them with the patient, in the formulation of delivery of care plans.
7. To deliver professional social work support to patients and the patient group, where the patient is an in-patient in an In-Patient Service Provider hospitals (ISPs), NHS hospital or other facility.
8. To provide comprehensive assessments and care plans to assist patients and the patient group in the complex processes associated with transition back to civilian life. To similarly provide guidance, advice and solutions to enable other patients to return to work, in consultation with Mental Health colleagues and the Chain of Command (CoC).
9. Manage patient caseloads according to DCMH allocation processes and practices as directed by the clinical team lead and MHSW regional area manager.
10. To proactively work with the Chain of Command (CoC) and a range of internal and external agencies concerned with Service personnel and Service Veterans. To advise patients on the availability of State and other Benefits available to them and how to apply.
11. To keep comprehensive, contemporaneous records (electronic) of interactions with patients, families, professionals and allied agencies. Maintain detailed records of all types of work undertaken and submit monthly returns on the relevant databases, and other statistics as may be required. Actively engage, as the mental health social work representative, at Department of Community Mental Health (DCMH) Multi-disciplinary Team (MDT) meetings and attend and contribute to all Defence Mental Health & Social Work team meetings

12. To undertake such additional and ad-hoc tasks with the scope of qualifications and experience as are reasonably required by line management.

B. STANDARDS TO WHICH A SOCIAL WORKER MUST COMPLY WHEN PROVIDING THE SERVICES

13. Care to be delivered in accordance within the required standards of the appropriate regulatory body of the Health and Care Professions Council (HCPC), The Scottish Social Services Council (SSSC), Care Council of Wales (CCfW) or Northern Ireland Social Care Council (NISCC)

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Must have a Degree and/or Diploma in Social Work or a suitable equivalent that is recognised by the appropriate regulatory body, of the Health and Care Professions Council (HCPC), The Scottish Social Services Council (SSSC), Care Council of Wales (CCfW) or Northern Ireland Social Care Council (NISCC)
15. Must be currently registered with the appropriate regulatory body of the Health and Care Professions Council (HCPC), The Scottish Social Services Council (SSSC), Care Council of Wales (CCfW) or Northern Ireland Social Care Council (NISCC)
16. Must be an experienced Mental Health Social Worker with post qualifying experience of working in a mental health setting.
17. Caseload management experience in a multi professional setting.
18. An understanding and working knowledge of all relevant social care legislation.
19. Evidence of continued professional development.
20. Must hold a full driving licence valid in the UK
21. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

22. An Approved Mental Health Professional (AMHP) qualification (previously Approved Social Worker (ASW) or other regionally recognised equivalent).
23. Previous Ministry of Defence (MoD) experience.
24. Experience of working as a sole social worker in a secondary care setting.

Unique Reference Number: A2

SENIOR SOCIAL WORKER (HOSPITAL BASED RECOVERY)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To assist the Social Work professional lead adviser to provide and manage a professional Social Work service for Defence Medical Rehabilitation Centre (DMRC).
2. To support the rheumatology and rehabilitation multi-disciplinary clinical team (musculoskeletal, complex trauma and neurological) providing a proactive Social Work service to aid the successful rehabilitation of patients back to maximal possible health and operational fitness or reintegration into civilian life.
3. To provide early Social Work assessment to determine the needs of the patient (and of their family/ carer if appropriate).
4. To provide active social case management that facilitates the rehabilitation programme.
5. To offer counselling, advocacy & advice to patients and their families /carers.
6. To provide rapid and timely access to additional resources, appropriate care facilities and skilled discharge planning.
7. To plan and co-ordinate discharge arrangements and care packages for very dependent or complex-trauma patients and others and ensure continuity of care by referral to and negotiation with appropriate external agencies.
8. To provide advice, information and assistance regarding financial matters, especially with regard to Department of Work and Pensions (DWP) benefits, the Armed Forces Compensation Scheme, and the War Pensions Scheme. To also provide assistance in respect of care packages, charitable funds, mental incapacity safeguards, compensation claims and access to resources such as resettlement & legal advice.
9. To act as the lead within the clinical team for safeguarding vulnerable adults and children.
10. To ensure patients have opportunity to regain a good quality of life after discharge by providing advice and information on recreational activities, educational facilities, voluntary organisations and transport in the patient's local area.
11. To advise management chain and inform policy makers on relevant issues pertaining to specialist Social Work knowledge.
12. To develop and maintain close links with local authority departments, other relevant agencies throughout the UK and with local and national patient support groups and veterans' agencies.
13. To provide a Social Work service at DMRC that conforms to the guidelines set out by the Health and Social Care Professions Council (HCPC).
14. To provide supervision to Social Work administrative staff, support to peer group and to participate in rehabilitation staff training and visitors' programmes.
15. To identify and progress relevant projects/developments, which will enhance the Social Work service and contribute to the work of DMRC.
16. To keep up-to-date and accurate records in line with DMRC policy and HCPC regulations.

17. To participate in and support the Quality Assurance and Clinical Governance Policies and developments taking place in DMRC.
18. To attend the following committees or meetings:
 - a. Multi-disciplinary clinical meetings where relevant for liaison, treatment, planning, and reporting of patient care.
 - b. Weekly staff training, practice and business meetings.
 - c. Personal supervision meetings with the professional lead advisor
19. To attend any other meeting /committee considered appropriate by the Line Manager/professional lead advisor.

B. STANDARDS TO WHICH A SOCIAL WORKER MUST COMPLY WHEN PROVIDING THE SERVICES

20. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

21. Must have a recognised qualification in Social Work Degree or Diploma in Social Work or an equivalent recognised by HCPC.
22. Must be currently registered with the HCPC (England), SSSC (Scotland), CCfW (Wales) or NISCC (Northern Ireland) and produce proof of registration when required.
23. Must have post qualification Social Work experience working with young people and adults with disability and ill health.
24. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

25. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A3

SOCIAL WORKER MANAGER (COMMUNITY MENTAL HEALTH)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide a comprehensive mental health social work service to Tri-Service military personnel by providing mental health social work supervision, interventions and support. This support is for military patients who have a mental health diagnosis, which may lead to a medical discharge, or assist in their return to duty, as appropriate.
2. To provide professional support and supervision to all Social Workers within their Area of Responsibility (AoR) and the wider Social Work community based on need.
3. To act as the professional lead for the multidisciplinary staffed Departments of Community Mental Health (DCMH) with regards to safeguarding issues for adults and to children. (This will apply to a singleton post only).
4. To manage, in conjunction with the Head of Service, a small regional team of senior social workers who will largely be operating in singleton posts, in accordance with Defence Primary Health Care (DPHC) /Joint Service Publication (JSP) policy and practice.
5. To provide regular professional support, supervision, line management and mentoring for each Senior Social Worker (SSW) in their area of responsibility (AOR).
6. To attend and contribute to Defence Mental Health Social Work Services (DMHSWS) management meetings and to develop regional Social Work (SW) meetings and supervisory working groups.
7. To liaise with the Chain of Command (CoC) within the AOR.
8. To deliver therapeutic social work interventions, solutions and advocacy in carrying out the task of supporting mental health patients in their clinical transition process from the military to civilian life and to provide social work support and solutions to psycho-social problems to enable service personnel to return to work.
9. To demonstrate competence in the knowledge of mental health legislation and to provide professional support and advice regarding the legal status and rights of Service Personnel who are 'detained' persons under the Mental Health Legislation.
10. To provide reports and attendance at Mental Health Review Tribunals (MHRT), as directed by Panel chair who administers the legal processes.
11. To provide understanding, support and advice to the patient group (families/partners of patients) regarding the impacts of particular mental health conditions, in order to assist and involve them with the patient, in the formulation of delivery of care plans.
12. To deliver professional social work support to patients and the patient group, where the patient is an in-patient in an In-Patient Service Provider hospitals (ISPs), NHS hospital or other facility.
13. To provide comprehensive assessments and care plans and assist patient and the patient group in the complex processes associated with transition to the civilian life. To similarly provide guidance, advice and solutions to enable other patients to return to Unit, in consultation with Mental Health colleagues and the Chain of Command (CoC).

14. To act as the professional lead and single point of contact (SPOC) for relevant internal and external agencies regarding safeguarding of children and adults at risk.
15. To proactively work with the CoC and a range of internal and external agencies concerned with Service personnel and Service Veterans.
16. To advise patients on the range of State and other Benefits available.
17. To keep comprehensive, contemporaneous records (electronic) of interactions with patients, families, co-professionals and allied agencies maintaining detailed records of all types of work undertaken and submitting monthly returns, and other statistics as may be required.
18. To actively engage, as the mental health social work representative, at Department of Community Mental Health (DCMH) Multi-disciplinary Team (MDT) meetings and attend and contribute to all Defence Mental Health & Social Work team meetings.
19. To undertake such additional and ad-hoc tasks with the scope of qualifications and experience as are reasonably required by line management.

B. STANDARDS TO WHICH A SOCIAL WORKER MUST COMPLY WHEN PROVIDING THE SERVICES

20. Care to be delivered in accordance within the required 'Standards of the appropriate regulatory body of the Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC), the Scottish Social Services Council (SSSC), Care Council of Wales (CCfW) or the Northern Ireland Social Care Council (NISCC)

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

21. Must have a Degree and/or Diploma in Social Work or a suitable equivalent that is recognised by the Health & Care Professional Council (HCPC), the Scottish Social Services Council (SSSC), Care Council of Wales (CCfW) or the Northern Ireland Social Care Council (NISCC) and must produce such certification as required by management.
22. Must have a minimum of 4 years post qualification experience as a Social Worker in a community mental health setting and experience of managing and supervising staff.
23. Caseload management experience in a multi professional setting.
24. An understanding and working knowledge of all relevant social care legislation
25. Must be currently registered with the HCPC (England), SSSC (Scotland), CCfW (Wales) or NISCC (Northern Ireland) and produce proof of registration when required.
26. Must hold a full driving licence valid in the UK.
27. **Must be in date and able to provide certification for Safeguarding children and Young People and Safeguarding Adults up to and including Level 3 training (Children and Adults).**
28. Evidence of continued professional development.
29. Approved Mental Health Professional (AMHP) qualification (previously Approved Social Worker (ASW) or other regionally recognised equivalent). Current or historic.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

30. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A4

CONSULTANT CLINICAL PSYCHOLOGIST

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide a high quality, specialist, qualified Consultant Clinical/Counselling psychology service as an autonomous and independent practitioner within the defined service sector and as determined by the Head of Service, Defence Clinical Psychology Service (Hd DCPS).
2. To provide a specialist psychological assessment and therapy service, at the same time as demonstrating clinical leadership, offering advice and consultation on clients' psychological care to non-psychologist colleagues and to others, working autonomously within professional guidelines and the overall framework of the relevant teams' policies and procedures
3. To maintain the highest standards of record keeping including electronic data entry and recording, report writing, activity returns and the responsible exercise of professional self-governance via supervision and continuous professional development.
4. To utilise research skills for audit, policy and service development within the defined service sector and as agreed with Hd DCPS.
5. To work with a range of professional groups within a multidisciplinary environment. Work may encompass joint assessments, individual outpatient work or a co-ordinated team approach to patient care.
6. The post holder will be primarily based as agreed with the Head of Service but will also be expected to see clients at other locations, as appropriate. Such locations may vary from time-to-time dependent upon clinical and operational need and may include a requirement to attend DCPS business and CPD events.

B. STANDARDS TO WHICH A CONSULTANT CLINICAL PSYCHOLOGIST MUST COMPLY WHEN PROVIDING THE SERVICES

7. The post holder is responsible for their own work, interventions and interpretation of agreed guidelines and policies including Civil Service, Health and Care Professions Council (HCPC) and British Psychological Society (BPS) Codes of Practice.
8. The post holder will be clinically independent and autonomous and will be individually accountable for their clinical decisions across the designated service sector. The post holder will consult regularly with peers and seek professional and clinical supervision as appropriate to their stage of professional development.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Must be eligible for Graduate Membership of the BPS.
10. Must have post-graduate doctoral level training in Clinical/Counselling psychology (or its equivalent for those trained prior to 1996) as accredited by the BPS.

11. Must have HCPC registration under Practitioner Psychologist domain.
12. Must have a minimum of six years post-qualification experience working as a Clinical/Counselling psychologist within the designated specialty (Adult Mental Health).
13. Must be able to evidence having been permanently employed for a minimum of two years at a Consultant grade.
14. Must be able to evidence having carried out clinical research (either implementation or supervision).
15. Must have evidence of delivery of teaching and training.
16. Must have evidence of having provided consultation to other professional and non-professional groups.
17. **Must be in date and able to provide certification for Safeguarding children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Accreditation as a Cognitive Behavioural Therapy (CBT) practitioner with British Association of Behavioural and Cognitive Psychotherapies (BABCP).
19. Accreditation as an Eye Movement Desensitization and Reprocessing (EMDR) practitioner/Consultant.
20. Accreditation as a CBT supervisor with BABCP.
21. Motivational Interviewing Network of Trainers (MINT) trainer in motivational interviewing
22. Accreditation as a Cognitive Analytic Therapy (CAT) practitioner.
23. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A5

PRINCIPAL CLINICAL PSYCHOLOGIST

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide a high-quality specialist qualified Clinical/Counselling psychology service as an autonomous and independent practitioner within the defined service sector and as determined by the local Consultant Clinical Psychologist (or designated other) in the defined service sector and as determined by the Head of Service, Defence Clinical Psychology Service (Hd DCPS).
2. To provide a specialist psychological assessment and therapy service, at the same time as demonstrating clinical leadership, offering advice and consultation on clients' psychological care to non-psychologist colleagues and to others, working autonomously within professional guidelines and the overall framework of the relevant teams' policies and procedures
3. To maintain the highest standards of record keeping including electronic data entry and recording, report writing, activity returns and the responsible exercise of professional self-governance via supervision and continuous professional development.
4. To utilise research skills for audit, policy and service development within the defined service sector as agreed with local Consultant Clinical Psychologist and/or Hd DCPS.
5. To work with a range of professional groups within a multidisciplinary environment. Work may encompass joint assessments, individual outpatient work, group work or a co-ordinated team approach to patient care.
6. The post holder will be primarily based as agreed with the Head of Service but will also be expected to see clients at other locations, as appropriate. Such locations may vary from time-to-time dependent upon clinical and operational need and may include a requirement to attend DCPS business and CPD events.

B. STANDARDS TO WHICH A PRINCIPAL CLINICAL PSYCHOLOGIST MUST COMPLY WHEN PROVIDING THE SERVICES

7. The post holder is responsible for their own work, interventions and interpretation of agreed guidelines and policies including Civil Service, Health and Care Professions Council (HCPC) and British Psychological Society (BPS) Codes of Practice.
8. The post holder will be clinically independent and autonomous and will be individually accountable for their clinical decisions across the designated service sector. The post holder will consult regularly with peers and seek professional and clinical supervision as appropriate to their stage of professional development.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Must be eligible for Graduate Membership of the BPS.
10. Must have Post-graduate doctoral level training in Clinical/Counselling psychology (or its equivalent for those trained prior to 1996) as accredited by the BPS.

11. Must have HCPC registration under Practitioner Psychologist domain.
12. Must have a minimum of two years post-qualification experience working as a Clinical/Counselling psychologist within the designated specialty (Adult Mental Health).
13. Must be able to evidence having been permanently employed for a minimum of two years at a Principal grade.
14. Must be able to evidence having carried out clinical research (either implementation or supervision).
15. Must have evidence of delivery of teaching and training.
16. Must have evidence of having provided consultation to other professional and non-professional groups.
17. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training (Children and Adults).**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Accreditation as a Cognitive Behavioural Therapy (CBT) practitioner with British Association of Behavioural and Cognitive Psychotherapies (BABCP).
19. Accreditation as an Eye Movement Desensitization and Reprocessing (EMDR) practitioner/Consultant.
20. Accreditation as a CBT supervisor with BABCP.
21. Motivational Interviewing Network of Trainers (MINT) trainer in motivational interviewing.
22. Accreditation as a Cognitive Analytic Therapy (CAT) practitioner.
23. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A6

DENTAL HYGIENIST

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide the Dental Officers with clinical and administrative support to enable him/her to achieve his/her primary purpose, including the provision of dental hygiene treatment, oral hygiene instruction and education and any other appropriate clinical procedure as prescribed by a Dental Officer working towards improving and maintaining the oral health of entitled personnel.

2. To undertake all activities described in the GDC Scope of Practice. Carrying out work under the direction of a registered dentist who has examined the patient and indicated in writing the course of treatment to be provided. This is in accordance with the Dental Auxiliary Regulations 1986, as amended by the Dental Auxiliaries (amended) Regulations 1991.
3. To ensure that not less than 6.5 hours per day in 2 sessions are set aside for appointed patients.
4. To comply with all Health and Safety Policy directives and legislation.
5. To maintain own appointment book when a receptionist is not available and liaise between Dental Officer and patients concerning appointments.
6. To carry out preventive cross infection procedures including sterilisation of instruments and materials in compliance with current legislation (HTM 01-05) and best practice as described in DPHC (Dental) SOPs Chapter 17.
7. To manage his/her surgery to a high standard at all times with respect to cleanliness, equipment maintenance (including end-of-day), documentation and security.
8. To accurately record treatment on the integrated Electronic Health Records (either) such as the Defence Medical Information Capability Programme (DMICP).
9. To ensure that all periodontal patients and other risk categories that are entered on the IEHR are recalled for reviews and annual inspection appointments.
10. To collect and promptly file FMed 271s of his/her concern, reporting any appointment delays or FTAs to the Practice Manager, receptionist and/or patient as appropriate.
11. To carry out interim treatments (between dental examinations by the dentist), provided that the treatment intervals have been specified in the written prescription. (This is a GDC ruling and applies to DHs working in general practice, community or hospital service.)

B. STANDARDS TO WHICH A DENTAL HYGIENIST MUST COMPLY WHEN PROVIDING THE SERVICES

12. To comply with all relevant Authority policy including DPHC (Dental) policies, regulations and orders as well as JSP 950 Leaflet 2-23-1 (SG Policy and Standards Document (P&SD)) and other policies as notified to the Dental Practitioner.
13. To ensure that surgery management, document administration (including the rendering of dental returns and safe custody of F Med 271s) and maintenance of equipment is undertaken to the standards laid out in Surgeon General's Policy and Standards Document for Primary Dental Care (SG P&SD PDC).
14. Treatment is to be provided in accordance with The Faculty of General Dental practitioners (FGDP) guidelines and also with The General Dental Council Scope of Practice for the Dental Team.
15. To ensure compliance with Radiation Safety Orders and adhere to current Control of Substances Hazardous to Health (COSHH) regulations.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

16. Must be a fully qualified hygienist registered with General Dental Council (GDC) without restrictions.
17. Must hold valid suitable and appropriate indemnity insurance with a recognised dental defence organisation.

18. Must have completed GDC highly recommended Continuing Professional Development (CPD) including medical emergencies, safeguarding children and vulnerable adults, disinfection and decontamination, radiography and radiation protection.
19. Must be trained and current in emergency and resuscitation procedures and have practised and tested these procedures at least annually in accordance with Resuscitation Council (UK) guidelines and (in accordance with JSP 950 Leaflet 4-6-1 DMS CPR Standards and Training.
20. Must have undertaken the additional health clearance checks for clinicians required to perform Exposure Prone Procedures (in accordance with the Department of Health policy entitled "Health clearance for tuberculosis, hepatitis B, hepatitis C and HIV: New Healthcare Workers").
21. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

22. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A7

DIETITIAN BAND 7

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide evidence based Dietetic outpatient and ward-based inpatient services. To include attendance on ward rounds.
2. To set and monitor standards and policies of clinical dietetic practice and evaluate their outcomes.
3. To provide advice on the care and treatment of complex patients using highly developed skills, theoretical knowledge and relevant practical experience.
4. To communicate effectively and advise other disciplines both internally and externally to ensure a MDT approach to care both verbally and by providing clinic letters/discharge summaries.
5. To attend and be an active participant in speciality, peer group and department meetings.
6. To be an autonomous practitioner and undertake specialist assessment, carry out nutritional diagnosis, make decisions regarding and formulate evidence based plans and prescribe dietary treatment iaw the Advisory Committee on Borderline Substances (ACBS) products for conditions where there are limited professional guidelines.
7. To demonstrate a sound understanding of clinical governance and clinical risk and to demonstrate evidence based practice.
8. To fulfil management, training and clinical supervision responsibilities within the Multi Disciplinary Team.
9. To maintain an accurate record keeping system in line with British Dietitian Association (BDA) and local guidelines.
10. To develop the strategic and operational management of the Dietetic Service at Defence Medical Rehabilitation Centre (DMRC).
11. To be a clinical expert, providing advice and support to professional colleagues within DMRC in the Dietetic management of patients with complex trauma disability.

B. STANDARDS TO WHICH A DIETITIAN MUST COMPLY WHEN PROVIDING THE SERVICES

12. The post holder is responsible for their own work, interventions and interpretation of agreed guidelines and policies including Civil Service, Health and Care Professions Council (HCPC) and British Dietetic Association (BDA) Codes of Practice.
13. The post holder will be clinically independent and autonomous and will be individually accountable for his or her clinical decisions across the designated service sector. The post holder will consult regularly with peers and seek professional and clinical supervision as appropriate to their stage of professional development.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Must be a registered Dietitian with Health & Care Professions Council (HCPC).
15. Must hold current, valid personal indemnity insurance with the BDA.
16. Must have post-registration experience in related field of Dietetics with specific experience in rehabilitation care, Clinical Supervision qualification or equivalent.
17. Must have experience of being an autonomous practitioner and managing own caseload of patients.
18. Must have Hepatitis B Immune Status.
19. Must have a Degree/MSc in relevant area.
20. Must have Team leader and management experience, experience in developing practice and identifying opportunities for improved healthcare.
21. Must be able to use dietary assessment software.
22. **Must be in date and able to provide certification for Safeguarding children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

23. Previous Ministry of Defence (MOD) experience.
24. Experience of working in a Primary Health Care environment.
25. Experience of working in a medical Outpatient Department.
26. Experience of working with children.
27. Post registration qualifications specific to Dietetics within rehabilitation.

Unique Reference Number: A8

EXERCISE REHABILITATION INSTRUCTOR (ERI) BAND 5

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To perform clinical assessments, design and implement safe, progressive individual exercise treatment schedules, with daily recording of prescribed treatment plans and auditing of selected areas, in accordance with the ERI Standards of Proficiency to Practice.
2. To conduct safe and effective group-based exercise therapy sessions (up to a max of 15 patients) to restore optimal function to injured or ill service personnel. Typical sessions include the development of strength, Range of Movement (ROM) enhancement, posture, neuro-muscular control, walking/running re-education, aerobic training, recreational therapy, manual handling and hydrotherapy (including pool-based rehab/fitness sessions).
3. To lead a group of patients within a defined clinical area, setting appropriate rehabilitation treatment goals and assessing and treating all forms of musculoskeletal (MSK) injuries.
4. To work as an integral member of a multi-disciplinary team providing a comprehensive and professional rehab service.
5. To adhere to all aspects of clinical governance.
6. To deal with the emotional and behavioural aspects of illness/injury, aggressive outbursts and challenging behaviour.
7. To communicate complex information clearly through presentations and in writing.
8. To communicate highly complex, sensitive and contentious information to patients, demonstrating negotiation, mediation, empathy, and reassurance.
9. To develop good working relationships and work collaboratively with managers and members of the multi-disciplinary team.

B. STANDARDS TO WHICH AN ERI MUST COMPLY WHEN PROVIDING THE SERVICES

10. Care to be delivered according to the joint service ERI standards of proficiency to practice.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

11. Must meet one of the following:
 - Hold a BSc (Hons) in Sports Rehabilitation and have professional membership of the British Association of Sport Rehabilitators and Trainers (BaSRaT).
 - Be a qualified military ERI having successfully completed the Joint Services School of Remedial Instructors (JSSERI) course.
 - Hold a BSc (Hons) in Physiotherapy and be registered with the Health & Care Professions Council (HSPC).
12. Must have a minimum of 2 years post qualification experience managing group/class-based exercise therapy for musculoskeletal (MSK) sports injuries, including evidence of treating MSK injuries gained within the last three years.
13. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A9

HEALTHCARE ASSISTANT LEVEL 2 WARD BASED DEFENCE PRIMARY HEALTHCARE (DPHC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of a multi-disciplinary team, providing basic ward-based nursing care within a Defence Primary Healthcare (DPHC) bedded down facility, to the Defence Medical Services (DMS) entitled Population at Risk (PAR)
2. To provide general basic nursing care under supervision and direction of the Lead Practice Nurse, undertaking tasks and duties delegated by a suitably qualified and registered healthcare professional.
3. To provide medical administrative support as required.
4. To work collaboratively with the team to meet the needs of patients; following DMS and DPHC policy and procedures alongside nurses and administrative staff.
5. To undertake clinical observations, tests and measurements, such as venepuncture, recording Electrocardiograms (ECGs), urinalysis and preparation of specimens, in accordance with local protocols and within scope of own competence.
6. To comply with infection, prevention and control requirements.
7. To use equipment in accordance with local equipment care directives and comply with Health and Safety policy and regulations.
8. To undertake and remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.

B. STANDARDS TO WHICH THE HCA MUST COMPLY WHEN PROVIDING CARE

9. To comply with Joint Service Publications (JSP) 950 Medical Policy, DMS and DPHC direction and guidance.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

10. Must have either a NVQ/SVQ Level 2 in Health and Social Care (or an equivalent Healthcare related NVQ) or the Care Certificate (<http://www.skillsforhealth.org.uk/standards/item/216-the-care-certificate>).
11. Must be in date for Basic Life Support (BLS), Automated External Defibrillator (AED) and Infection Prevention and Control (IPC).
12. Must be able to provide certificates of training, as undertaken within the last three years, and/or be able to provide proof of clinical competency from a previous employer or Line Manager, who is a current registered healthcare professional, in:
 - a. Performing urinalysis
 - b. Preparation of specimens
 - c. Recording ECGs
13. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 2 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Be able to provide certificates of training, as undertaken within the last three years, and/or be able to provide proof of clinical competency from a previous employer or Line Manager, who is a current registered healthcare professional, in:
 - a. Performing Venepuncture
 - b. Undertaking simple dressing procedures
 - c. Using aseptic technique
 - d. Chaperone training.
 - e. Performing and recording Audiograms
15. First aid at work qualification.
16. Previous Ministry of Defence (MOD) primary healthcare experience.
17. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

Unique Reference Number: A10

HEALTHCARE ASSISTANT LEVEL 2 SECONDARY CARE DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To be able to work as part of the multidisciplinary team under supervision to deliver 24-hour care to patients.
2. To fulfil nursing and non-nursing duties as directed by the shift leader.
3. To assist in the delivery of evidence based holistic care to patients within the ward environment, under the supervision of the registered nurse.
4. To provide clinical administrative support as required.
5. To perform and report clinical observations to include;
 - a. temperature
 - b. pulse
 - c. respirations
 - d. saturations
 - e. peak flow
 - f. blood pressure

g. urinalysis

6. To report any changes in patient condition to the nurse in charge.
7. To obtain samples as requested.
8. To communicate effectively within the nursing team including the verbal and written handover of patient care.
9. To assist in the maintenance of ward / department cleanliness.
10. To assist in the maintenance of ward stock levels.
11. To assist in the routine maintenance of clinical equipment; performing mandatory checks and reporting faults to the shift leader.
12. To work in either complex trauma or neurological rehabilitation as required by service needs and directed by the clinical leads and Chain of Command.

B. STANDARDS TO WHICH A LEVEL 2 HCA MUST COMPLY WHEN PROVIDING THE SERVICES

13. To work within the guidelines set out in the 'Code of Conduct for Healthcare Support Workers and Adult Social Care Workers in England'.
14. To work within Caldicott principles in the maintenance of patient records.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Must have either a NVQ/SVQ Level 2 in Health and Social Care (or an equivalent Healthcare related NVQ) or the Care Certificate (<http://www.skillsforhealth.org.uk/standards/item/216-the-care-certificate>).
16. Must have in date Medical Devices, Automated External Defibrillator (AED) and Manual Handling Training certificates completed within the last 12 months.
17. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 2 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A11

HEALTHCARE ASSISTANT LEVEL 3 DEFENCE PRIMARY HEALTHCARE (DPHC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of a multi-disciplinary team, providing basic ward-based nursing care within a Defence Primary Healthcare (DPHC) bedded down facility, to the Defence Medical Services (DMS) entitled Population at Risk (PAR)
2. To provide general basic nursing care under supervision and direction of the Lead Practice Nurse, undertaking tasks and duties delegated by a suitably qualified and registered healthcare professional.
3. To provide medical administrative support as required.
4. To assist the Medical Officer's (MOs) and practice nurse teams within Primary Health Care clinics, Occupational Health assessment clinics, chronic disease clinics and with health promotion.
5. To record a range of clinical observations, tests and measurements such as, visual acuity, recording Electrocardiograms (ECGs), venepuncture, peak flow readings, spirometry, urinalysis and preparation of specimens for investigation, whilst working within individual scope of competence and following DMS and DPHC policy and procedures
6. To communicate effectively with patients in specific clinical situations and work collaboratively with the nursing team and administrative staff to meet the needs of patients.
7. To comply with infection, prevention and control requirements.
8. To use equipment in accordance with local equipment care directives and comply with Health and Safety policy and regulations.

9. To undertake and remain in date for all mandatory training as set out in the most current DPHC Guidance Note entitled Mandatory Training for Locums, Agency Staff and single Service personnel working within DPHC.

B. STANDARDS TO WHICH AN HCA MUST COMPLY WHEN PROVIDING THE SERVICE

10. To comply with Joint Service Publications (JSP) 950 Medical Policy, DMS and DPHC direction and guidance.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

11. Must have a National Vocational Qualification (NVQ/SVQ) Level 3 in Health and Social Care (or an equivalent Healthcare related NVQ).
12. Must have a minimum of 2 years recent experience within the last 3 years of working in general practice or other healthcare environment as an HCA.
13. Must be in date for Basic Life Support (BLS), Automated External Defibrillator (AED) and Infection Prevention and Control (IPC).
14. Must be able to provide certificates of training, as undertaken within the last three years, and/or be able to provide proof of clinical competency from a previous employer or Line Manager, who is a current registered healthcare professional, in:
 - a. Recording ECGs
 - b. Performing Venepuncture
 - c. Performing urinalysis
 - d. Preparation of specimens
 - e. Undertaking simple dressing procedures
 - f. Using aseptic technique

15. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 2 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

16. Be able to provide certificates of training, as undertaken within the last three years, and/or be able to provide proof of clinical competency from a previous employer or Line Manager, who is a current registered healthcare professional, in:
 - a. Performing and recording audiograms
 - b. Performing Peak flow and Spirometry

- c. Chaperone training
- d. Conducting health promotion.

- 15. First Aid at Work qualification
- 16. Previous Ministry of Defence (MOD) primary healthcare experience
- 17. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

Unique Reference Number: A12

HEALTHCARE ASSISTANT LEVEL 3 SECONDARY CARE DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To be able to work as part of the multidisciplinary team under supervision to deliver 24-hour care to patients.
2. To fulfil nursing and non-nursing duties as directed by the shift leader.
3. To perform extended roles within their scope of practice as directed by the clinical lead and dictated by ward environment.
4. To assist in the delivery of evidence based holistic care to patients within the ward environment, under the supervision of the registered nurse.
5. To provide clinical administrative support as required.
6. To perform, record and report clinical observations to include:
 - a. temperature
 - b. pulse
 - c. respirations
 - d. saturations
 - e. peak flow
 - f. blood pressure
 - g. urinalysis
 - h. blood sugar.
7. To report any changes in patient condition to the nurse in charge.
8. To obtain samples as requested.
9. To communicate effectively within the multidisciplinary team including the verbal and written handover of patient care.
10. To assist in the maintenance of ward / department cleanliness.
11. To assist in the maintenance of ward stock levels.
12. To assist in the routine maintenance of clinical equipment; performing mandatory checks and reporting faults to the shift leader.
13. To work in either Complex Trauma or Neurological rehabilitation as required by service needs and directed by the clinical leads and Chain of Command (CoC).

B. STANDARDS TO WHICH A LEVEL 3 HCA MUST COMPLY WHEN PROVIDING THE SERVICES

14. To comply with the guidelines set out in the 'Code of Conduct for Healthcare Support Workers and Adult Social Care Workers in England'.
15. To comply with Caldicott principles in the maintenance of patient records.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

16. Must have a National Vocational Qualification (NVQ/SVQ) Level 3 in Health and Social Care (or an equivalent Healthcare related NVQ).
17. Must have in date Medical Devices, Automated External Defibrillator (AED) and Manual Handling certificates completed within the last 12 months.
18. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 2 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Previous Ministry of Defence (MOD) experience
20. Experience in audiometry.
21. Experience in simple dressing procedures using aseptic technique.
22. Experience in health promotion.
23. Chaperone training.

Unique Reference Number: A13

PARAMEDIC/TECHNICIAN

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To undertake Pre-Hospital Emergency Care by working alongside military medics to provide emergency response care to both military and civilian patients.
2. To work on a 12 or 24-hour shift dependant on local requirement. The duty period is classed as a working/sleeping duty dependant on if a 12 or 24hr shift, with all on-call staff sleeping and remaining within the Medical Centre.
3. To respond to all Front-Line Ambulance incidents as required and in agreed timeframes of emergency response providing high standard Pre-Hospital Emergency care to casualties.
4. To assess clinical situations, determine the nature and severity of the problem and call upon the required knowledge and experience to deal with the problem (within scope of practice).
5. To initiate resolution of problems and be able to exercise personal initiative.
6. To recognise limits of practice and when to seek advice or refer to another professional.
7. To be personally responsible for and able to justify decisions.
8. To undertake pre-use Emergency Equipment checks of all Front-Line Ambulance equipment at beginning of each shift.
9. To assess and treat patients who present to the Medical Centre.
10. To undertake and record a thorough, sensitive and detailed assessment, using appropriate techniques and equipment.
11. To conduct thorough and detailed physical examinations of patients using observations, palpation, auscultation and other assessment skills to inform clinical reasoning and to guide the formulation of a diagnosis across all age ranges, including calling for specialist help where available.
12. To use observation to gather information about the functional abilities of patients.
13. To understand the need to consider the assessment of both the health and social care needs of patients and carers.

B. STANDARDS TO WHICH A PARAMEDIC MUST COMPLY WHEN PROVIDING THE SERVICES

14. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Must have completed the Institute of Health Care Development Ambulance Technician (IHCD) course and have experience in the provision of Pre-Hospital Care obtained within the last two years.

Or

16. Be a Health and Care Professions Council (HCPC) registered Paramedic with experience in the provision of Pre-Hospital Emergency Care obtained within the last two years.
17. Must be able to communicate in English to the standard equivalent to level 7 of the International English Language Testing System, with no element below 6.5.

18. Must have undertaken the additional health clearance checks for clinicians required to perform Exposure Prone Procedures (in accordance with the Department of Health policy entitled “Health clearance for tuberculosis, hepatitis B, hepatitis C and HIV: New Healthcare Workers”).
19. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

20. Immediate Life Support (ILS) or Advanced Life Support (ALS) or NHS equivalent (for Paramedic).
21. Paediatric Immediate Life Support (PILS) or Paediatric Advanced Life Support (PALS).
22. Pre-Hospital Emergency Care (PHEC).
23. Major Incident Medical Management and Support (MIMMS).

Unique Reference Number: A15

REGISTERED OCCUPATIONAL THERAPIST (OT) BAND 6

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide Occupational Therapist (OT) assessment, workplace advice and support to Service Personnel (SP).
2. To work autonomously, without routine direct supervision and be accountable for own professional actions.
3. To assess, plan, and implement OT interventions.
4. To support vocational rehabilitation of SP, with clinical supervision provided a Senior OT and monitoring the service against national guidelines and standards.
5. To plan and co-ordinate relevant multidisciplinary patient care activities.
6. To implement policies and procedures for the Defence Primary Healthcare (DPHC) Occupational Therapy service to ensure quality of service provision and evidence-based practice. This includes implementation of relevant National standards and guidelines.
7. To support clinical research, participate in clinical evaluation and audit for the Occupational Therapy service.

8. To provide specialist clinical advice and teaching on vocational rehabilitation to other members of the DPHC Regional Occupational Health Team (ROHT) multidisciplinary team, and external agencies/ organisations as requested.

B. STANDARDS TO WHICH AN OCCUPATIONAL THERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

9. Work to the appropriate Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals.
10. Work to the Code of Occupational Therapists (COT) code of ethics & professional conduct.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

11. Must be registered with the Health and Care Professions Council.
12. Must be State Registered on the College of Occupational Therapy Register and not subject to any restrictions in practice.
13. Must have a Diploma or Degree in Occupational Therapy.
14. Must be fully training in the use of standardised assessments.
15. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

16. Experience in assessing and treating patients and setting appropriate rehabilitation treatment goals.
17. Experience in assessing and treating the following: traumatic brain injury, stroke, complex trauma, amputees.
18. Ability to communicate highly complex, sensitive and contentious information to patients demonstrating negotiation, mediation, empathy, and reassurance.
19. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A16

PHARMACIST (REGION) BAND 8A

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide specialist professional advice and leadership on prescribing and pharmaceutical issues to Defence Primary Healthcare (DPHC) Region whilst ensuring compliance with Medicine Legislation and congruence with the governance framework.
2. To provide support to and co-ordinate Medical Centres within Region to ensure the delivery within a medicine's management framework of a legal, safe, cost-effective and efficient high-quality pharmaceutical service.
3. To act as Pharmaceutical advisor to the Regional Clinical Director.
4. To provide professional support to the dispensaries in the Region, ensuring that safe systems of work are in place, in accordance with MOD policy and current UK legislation.
5. To be responsible for the Regional management and monitoring of the Out-sourced Dispensing contract to ensure the delivery of a safe consistent cost-effective service and act as a mediator in the case of disputes or grievances.
6. To promote good prescribing practices and monitor the supply of medicines by other healthcare professionals / clinical staff through the use of regular risk management audits, prescribing, Combat Med Tech (CMT)/Medic protocols and Patient Group Directions (PGD) audits.
7. To provide medicines information and medicines management support to Pharmacy staff and other healthcare professionals, including advice on the legal aspects of prescribing, storage, procurement, dispensing and usage.
8. To co-ordinate and assist in the delivery of Pharmacy Technician training, Continuing Professional Development (CPD) and where appropriate management of poor performance.
9. To provide medicine management related training to regional staff, including Senior Medical Officers (SMOs), Medical Officers (MOs), Civilian Medical Practitioners (CMPs), Pharmacy Technicians, Nurses, and CMT/Medics.
10. To assist in the development and review of Patient Group Directions (PGDs) and Standard Operating Procedures (SOPs) for use across DPHC and in the support of their use by Healthcare Professionals.
11. To demonstrate compliance with Healthcare Governance standards by responding to medicine management related Significant Events and providing the necessary feedback and training to ensure similar safety incidents do not re-occur.

B. STANDARDS TO WHICH A PHARMACIST MUST COMPLY WHEN PROVIDING THE SERVICES

12. To uphold the 'Standards of conduct, ethics and performance' of the General Pharmaceutical Council (GPhC). This includes complying with the GPhC revalidation and CPD requirements.
13. To maintain the confidentiality of information, including electronic Medical Records data, at all times in accordance with the Data Protection Act.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Must have a Degree in Pharmacy and be qualified as a pharmacist.
15. Must be registered with the General Pharmaceutical Council (GPhC)
16. Must have four years post qualification experience.
17. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Additional Post Graduate Certificate/Diploma in Clinical Pharmacy
19. Understanding of Ministry of Defence (MOD) supply chain.
20. Previous experience of working in MOD dispensaries.
21. Previous experience of Secondary and/or Primary Care.
22. Previous experience of Medicine Information and Prescribing advice.

Unique Reference Number: A17

PHARMACIST SECONDARY CARE BAND 8A DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide specialist professional advice and leadership on prescribing and pharmaceutical issues to DMRC.
2. To act as pharmaceutical advisor to the Commanding Officer and Clinical Director.
3. To manage and develop clinical and ward pharmacy services within DMRC Headley Court.
4. To provide SME advice to clinician ward rounds and patient review meetings as appropriate.
5. To monitor interventions in treatment to identify training and information needs
6. To provide pharmacy services including clinical review, ward rounds, in and outpatient dispensing.
7. To provide expert advice to specialist consultants, medical and nursing staff.
8. To provide pharmacy-related training to regional staff, including SMOs, MOs, CMPs, Pharmacy Technicians, Nurses, and CMT/Medics.
9. To contribute, manage and ensure that the dispensing of prescriptions is in accordance with professional, legal and ethical standards and MOD policy and liaise with prescribers on any inconsistencies as required.
10. To support cost-effective and appropriate prescribing by promoting the use of the defence primary care formulary.
11. To provide specialist medicine information to clinical staff within DMRC Headley court.
12. To maintain a safe workplace in accordance with Health & Safety legislation, COSHH guidelines and MOD policy.
13. To maintain confidentiality at all times relating to patients, staff and DMRC Headley court.

B. STANDARDS TO WHICH A PHARMACIST MUST COMPLY WHEN PROVIDING THE SERVICES

14. To uphold the 'Standards of conduct, ethics and performance' of the General Pharmaceutical Council (GPhC). This includes complying with the GPhC CPD requirements.
15. To maintain the confidentiality of information, including electronic Medical Records data, at all times in accordance with the Data Protection Act.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

16. Must be a qualified pharmacist registered with the General Pharmaceutical Council.

17. Must have four years post qualification experience or Band 7 experience in hospital.
18. Must have experience in secondary healthcare pharmacy to include dispensary work.
19. Must have evidence of recent and on-going CPD/Learning.
20. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

21. Certificate/Diploma in clinical pharmacy.
22. Conversant with practice IT systems – EMIS and P2P.
23. Proven ability to work independently and part of a team
24. Previous experience of working in MOD dispensaries.

Unique Reference Number: A18

PHARMACY TECHNICIAN BAND 5

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To be responsible for the safe and accurate dispensing of all medicines and medicinal products as prescribed by authorised prescribers within the medical and dental centre in accordance with UK legislation, manufacturers' recommendations and Standard Operating Procedures (SOPs).
2. To provide advice on pharmacy and prescribing issues within the scope of own competence.
3. To work alone or as part of a team within the dispensary.
4. To provide effective day to day management of the dispensary.
5. To ensure safe and accurate dispensing of all medical and dental prescriptions as prescribed by registered medical practitioners and non-medical prescribers, including controlled drugs (CDs), accountable drugs (ADs) and medical appliances.
6. To provide pharmaceutical advice/counselling to patients.
7. To collect and receipt prescription charges accurately.
8. To maintain all statutory records, logs and registers.
9. To procure, receipt, and be responsible for safe custody, storage, and audit of all medicinal products including CDs and ADs in accordance with UK legislation, manufacturers' recommendations and SOPs.

10. To ensure active stock control measures and storage are in place to maintain adequate stock levels to meet the needs of the Practice while minimising wastage.
11. To provide advice/training to medical centre staff on pharmacy and prescribing issues within the scope of professional competence.
12. To mentor and train personnel who may be undertaking dispensary awareness training including pharmacy technicians and Combat Med Tech (CMT)/Medics.
13. To respond appropriately to the Central Alerting System in respect to Medicines/Pharmaceutical matters and document accordingly.
14. To safeguard the confidentiality of any personal/medical information obtained in the course of duties.
15. To undertake general housekeeping duties including archiving, statistical reporting, cleaning, stock checks etc.

B. STANDARDS TO WHICH A PHARMACY TECHNICIAN MUST COMPLY WHEN PROVIDING SERVICES

16. To uphold the 'Standards of conduct, ethics and performance' of the General Pharmaceutical Council (GPhC). This includes complying with the GPhC revalidation and CPD requirements.
17. To maintain the confidentiality of information, including electronic Medical Records data, at all times in accordance with the Data Protection Act.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Must have NVQ Level 3 in Pharmacy Services.
19. Must be registered with the General Pharmaceutical Council (GPhC).
20. Must have two years post qualification experience in dispensing.
21. Must have two years' experience of dispensing in Primary Care.
22. Must be in date and able to provide certification for Safeguarding children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

23. Understanding of Ministry of Defence (MOD) pharmaceutical supply chain.
24. Previous experience of working in MOD dispensaries.

Unique Reference Number: A19

PODIATRIST BAND 6 DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide a comprehensive and professional biomechanical service for referred personnel. This will include undertaking highly skilled and specialist lower limb biomechanical assessment and treatment, together with the provision of both off-the-shelf and custom-made orthotics from MOD approved sources.
2. To provide a high standard outpatient and inpatient podiatry service for military personnel.
3. To provide specialist podiatry advice/support to colleagues.
4. To formulate, develop and deliver a specialised individualised treatment programme based upon evidence-based practice; podiatry-based assessment and appropriate clinical reasoning, in liaison with the multidisciplinary team.
5. To perform specialised podiatry assessment and treatment including the provision of MOD approved orthotic appliances to patients referred to the DMRC podiatry department.
6. To use clinical reasoning skills to provide an accurate clinical diagnosis.
7. To use highly specialist equipment appropriately.
8. To liaise with other medical and health care professionals, including physiotherapists and podiatrists within the MOD.
9. To communicate with other rehabilitation and Unit personnel and with external medical personnel from other agencies/units. This will include receiving and providing complex/sensitive information.
10. To provide highly specialised podiatry advice on patient care to health professional colleagues within the multi-disciplinary team (MDT); this may involve challenging or requesting changes to treatment programmes/care plans set by others within the MDT.
11. To work as a specialist podiatrist in Multidisciplinary Injury Assessment Clinics (MIAC) where assessment, treatment recommendations, outcome evaluations and prognoses are developed.
12. To attend, participate in and contribute to in-service departmental programmes.
13. To manage and prioritise own clinical caseload efficiently and effectively.
14. To ensure that standards of recording, filing and storage of patient and statistical information are achieved and maintained in accordance with local policy and professional standard.
15. To ensure the safety of both patients and therapists and manage clinical risk within the work area in line with policies and guidelines, maintaining a high standard of confidentiality at all times.
16. To take responsibility for the ordering and maintenance of all equipment necessary to run the biomechanical service. To include oversight on correct orthotic payment mechanisms and the creation of business cases to support the biomechanical service where required.
17. To monitor and evaluate the quality of orthotics used within the service, both off-the-shelf and custom made.

B. STANDARDS TO WHICH A PODIATRIST MUST COMPLY WHEN PROVIDING THE SERVICES

18. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Must have a BSc in Podiatry.

20. Must have membership of the Society of Chiropodists and Podiatrists.

21. Must be HCPC registered.

22. Must have evidence of relevant post graduate courses/Continuing Professional Development (CPD).

23. Must have a minimum of 4 years postgraduate clinical experience with 2 years in a biomechanical capacity.

24. Must have evidence of experience in the conduct of audit.

25. **Must be in date and able to provide certification for Safeguarding children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

26. Experience in use of electronic health records.

27. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A20

PODIATRIST ADVANCED PRACTITIONER BAND 7

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To ensure the provision of a comprehensive and professional biomechanical service for referred personnel. This will include undertaking highly skilled and specialist lower limb biomechanical assessment and treatment, together with the provision of both off-the-shelf and custom-made orthotics from MD approved sources.
2. To provide a high standard outpatient and inpatient podiatry service, for military personnel.
3. To plan and implement the development of the podiatry service as required, to meet demand.
4. To provide specialist podiatry advice/support to colleagues.
5. To formulate, develop and deliver a highly specialised individualised treatment programme based upon evidence-based practice; podiatry-based assessment and appropriate clinical reasoning, in liaison with the Multidisciplinary team.
6. To perform specialised podiatry assessment and treatment including the use of specialised computerised gait analysis equipment and provision of MOD approved orthotic appliances in the development of the management plan to patients referred to the Defence Medical Rehabilitation Centre (DMRC) podiatry.
7. To use clinical reasoning skills to provide an accurate clinical diagnosis.
8. To use highly specialist equipment appropriately.
9. To liaise with other medical and health care professionals, including physiotherapists and podiatrists within MOD.
10. To develop and implement local policy and protocols to enhance the clinical development and efficacy of clinics and special interest groups.
11. To participate in strategic policy making when advice is sought.
12. To communicate with other rehabilitation and Unit personnel and with external medical personnel from other agencies/units. This will include receiving and providing complex/sensitive information.
13. To provide specialised podiatry advice on patient care to health professional colleagues within the multi-disciplinary team (MDT); this may involve challenging or requesting changes to treatment programmes/care plans set by others within the MDT.
14. To work as a specialist podiatrist in Multidisciplinary Injury Assessment Clinics (MIAC) where assessment, treatment recommendations, outcome evaluations and prognoses are developed.
15. To lead on implementing appropriate research and developing evidence-based practice.
16. To attend, participate in and contribute to in-service departmental programmes, and take the lead in forums where subject matter expert advice regarding biomechanical expertise is required.
17. To manage and prioritise own clinical caseload efficiently and effectively.
18. To ensure that high standards of recording, filing and storage of patient and statistical information are achieved and maintained in accordance with local policy and professional standard.
19. To ensure the safety of both patients and therapists and manage clinical risk within the work area in line with policies and guidelines, maintaining a high standard of confidentiality at all times.
20. To take responsibility for the ordering and maintenance of all equipment necessary to run the biomechanical service. To include oversight on correct orthotic payment mechanisms and the creation of business cases to support the biomechanical service where required.
21. To monitor and evaluate the quality of orthotics used within the service, both off-the-shelf and custom made.

B. STANDARDS TO WHICH AN ADVANCED PODIATRIST MUST COMPLY WHEN PROVIDING THE SERVICES

22. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

23. Must have a BSc Podiatry.

24. Must have Membership of the Society of Chiropodists and Podiatrists.

25. Must be HCPC registered.

26. Must have evidence of relevant post graduate courses/Continuing Professional Development (CPD) equivalent to Master's Level in clinical biomechanics.

27. Must have a minimum of six years postgraduate clinical experience with 4 years in a biomechanical capacity; this should include evidence of working at Band 7 level in a biomechanical environment.

28. Must have experience in the conduct of audit.

29. Must be in date and able to provide certification for Safeguarding children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE Membership of national special interest group(s).

31. Previous Ministry of Defence (MOD) experience.

32. Experienced in use of electronic health records.

Unique Reference Number: A22

RADIOGRAPHER BAND 5

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To ensure that the requirements of the Data Protection Act 1998 are strictly adhered to and advice sought from Officer Commanding (OC) Admin when necessary.
2. To be an independent practitioner¹ responsible for patient care throughout x-ray process, taking x-rays, ensuring health and safety is adhered to, documentation, liaison with other clinical staff.
3. To work as part of the consultant led team to provide a general diagnostic imaging service.
4. To arrange diagnostic procedures so that clinician and patient disruption is minimised.
5. To provide images and reports to clinicians in a timely manner.
6. To maintain patient medical record and imaging archive in accordance with national standards, professional body policy/guidance and defence policy.
7. To ensure imaging and department equipment is safe and fit for purpose - be capable of delivering a quality assurance program, facilitate the maintenance scheduling and support program for equipment.

B. STANDARDS TO WHICH A RADIOGRAPHER MUST COMPLY WHEN PROVIDING THE SERVICES

8. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).
9. To work within of Ionising Radiation Regulations (1999 - IRR 99) and the Ionising Radiation Regulations (Medical Exposure) (2000 - IR(ME)R 2000).

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

¹ Be able to work independently with little or no support bearing professional constraints in mind

10. Must have a Diploma in Clinical Radiography (DCR) or BSc in Diagnostic Radiography (DR).
11. Must have State registration with HCPC.
12. Must be a Radiation Protection Supervisor.
13. Must have experience of Computed or Digital Radiography including IT supporting systems.
14. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A23

REHABILITATION ASSISTANT BAND 4 DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of Defence Medical Rehabilitation Centre (DMRC) Headley Court, Rehabilitation Division within a defined area of technical competency (Physiotherapy or Occupational Therapy or Speech and Language Therapy).
2. To work independently, without direct daily supervision for a delegated clinical caseload of patients with a range of minor to complex needs.
3. To work with patients to encourage the optimum use of their abilities and recovery where possible, ensuring that rehabilitation strategies are implemented according to each patient's rehabilitation programme.
4. To work with patients to encourage the optimum use of their abilities and recovery where possible, ensuring that rehabilitation strategies are implemented according to each patient's rehabilitation programme.
5. To be responsible for ensuring that the requirements of the role are met within established guidelines.
6. To participate in day to day administration duties in the department, e.g. filing, day to day rotas and take responsibility for stock control, safe storage of equipment and alert line manager of issues relating to stock levels and condition of equipment.
7. To ensure effective communication on patient interventions to other members of the team in a timely and efficient manner. This includes changes in the patients' condition and any relevant information appropriate to the patient care, utilising judgment and analytical skills as to the appropriate action to be taken within their delegated area of responsibility.
8. To maintain good working relationships with the team, patients, carers and personnel from other agencies.

B. STANDARDS TO WHICH A REHABILITATION ASSISTANT MUST COMPLY WHEN PROVIDING THE SERVICES

9. Work to the relevant Agenda for Change Key Skills Framework competencies for their role.
10. Work to the Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals and to the relevant professional body code.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

11. Must have NVQ level 3 or Diploma in a health-related field.
12. Must have experience of working with patients on an individual and group basis and be able to implement and evaluate interventions to patients within the specified technical area of competency.
13. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 2 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Experience of working with patients in community settings with an awareness of risk situations for self, patients and others.
15. Experience of working with patients with emotional psychological issues as well as their physical difficulties, which can prove challenging and emotionally demanding.
16. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A24

SPECIALIST OCCUPATIONAL THERAPIST NEURO REHAB BAND 6

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of a consultant led team to provide specialist assessment and treatment of patient with complex cognitive problems with a range of neurological diagnoses.
2. To provide specialist assessment and treatment of patients with a range of neurological diagnoses
3. To be responsible for planning and prioritising own and departmental workload. To participate in organising and implementing specialist neurological Occupational Therapy services.
4. To support the development and implementation policies and procedures across the Occupational Therapy neurological service to ensure quality of service provision and evidence-based practice. This includes implementation of relevant national standards and guidelines.
5. To provide specialist clinical advice on neurological rehabilitation to Occupational Therapy, undergraduate students, other members of the multidisciplinary team, and external agencies/ organisations as requested.

B. STANDARDS TO WHICH A SPECIALIST OCCUPATIONAL THERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with the Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals.
7. To comply with the Code of Occupational Therapists (COT) code of ethics & professional conduct.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

8. Must have Degree or Diploma in Occupational Therapy.
9. Must be registered with Health and Care Professions Council.
10. Must be State Registered on the Royal College of Occupational Therapy Register.
11. Must provide evidence of post graduate training in neurological rehabilitation.
12. Must have a minimum of two years post graduate experience to include experience working in neurological rehabilitation or neurology at either band 5 or band 6 as an Occupational Therapist.
13. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A25

OCCUPATIONAL THERAPIST NEURO REHAB ADVANCED PRACTITIONER BAND 7

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of the consultant led team to provide specialist assessment and treatment of patient with complex cognitive problems with a range of neurological diagnoses.
2. To provide highly specialist assessment and treatment of complex patients with a range of neurological diagnoses.
3. To work autonomously, without direct supervision, and be accountable for own professional actions.
4. To be responsible for planning, organising and implementing specialist neurological Occupational Therapy intervention.
5. To be the lead Occupational Therapist within a defined specialist neurological clinical team, working without direct supervision and monitoring the service against national guidelines and standards.
6. To lead on the development and implementation policies and procedures across the Occupational Therapy Neurological service to ensure quality of service provision and evidence-based practice.
7. To plan, co-ordinate and evaluate relevant multidisciplinary activities.
8. To provide specialist clinical advice and teaching on neurological rehabilitation to Occupational Therapy staff, undergraduate students, other members of the multidisciplinary team, and external agencies/ organisations as requested.
9. To manage and prioritise a caseload of complex patients and solve complex problems.

B. STANDARDS TO WHICH AN OCCUPATIONAL THERAPIST PRACTITIONER MUST COMPLY WHEN PROVIDING THE SERVICES

10. To comply with the appropriate Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals.
11. To comply with the Code of Occupational Therapists (COT) code of ethics & professional conduct.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Degree or Diploma in Occupational Therapy.
13. Must be registered with the Health and Care Professions Council.
14. Must be State Registered on the Royal College of Occupational Therapy Register.
15. Must have Master's degree or equivalent training in relevant clinical field or evidence of working to master's level post graduate training standard.
16. Must have at least three years post graduate experience to include experience of working with people with complex cognitive, physical and communication impairments and dealing with the emotional and behavioural aspects of illness/injury and have the ability to deal with aggressive outbursts and patients with challenging behaviour. This shall be evidenced within the CV.
17. Must have a minimum of two years post graduate experience to include experience working in neurological rehabilitation or neurology at either band 6 or band 7 as an Occupational Therapist
18. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A26

PHYSIOTHERAPIST ADVANCED BAND 7

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To deliver specialist muscular-skeletal/sports and training injury rehabilitation.
2. To provide independent assessment, treatment and management of complex caseload of patients.
3. To act as Clinical Specialist within Multi-disciplinary Team (MDT) clinics.
4. To act as clinical physiotherapy lead for specialist area of work e.g. sports and training injuries, biomechanics; training other staff in specialist area.
5. To perform highly skilled physiotherapeutic assessment of patients referred by Consultants and Medical Officers (MO) with diverse presentations and complex and chronic physical and psychological conditions and sports and training injuries.
6. To use clinical reasoning skills to provide an accurate clinical diagnosis and request investigations such as x-rays and scans.
7. To use the results of investigations to assist clinical diagnosis and appropriate management of patients referring to other medical and health care professionals as appropriate.
8. To assess, develop and implement physiotherapy treatment for specialist caseload, and to provide advice in specialist field.
9. To formulate, develop and deliver a specialised individualised treatment programme based upon evidence-based practice, manual assessment and appropriate clinical reasoning.
10. To communicate effectively with patients to ensure informed consent for treatment, good understanding of their conditions and maximise their rehabilitation potential accepting that patients may have a barrier to communication e.g. minor brain injury, English as their second language.
11. To be involved in teaching and guiding students, junior colleagues, exercise rehabilitation instructors, and workplace students.
12. To be involved in identifying training needs and organising in-service training.
13. To develop protocols to enhance the clinical development and efficacy of clinics and Special Interest Groups.
14. To ensure junior colleagues are assisted with specialised assessments of more complex and diverse clinical conditions.
15. To use complex physiotherapy therapeutic equipment.
16. To provide complex clinical reports to supply clinical prognoses and comprehensive discharge planning for both lead consultants and on-going patient care under other health professionals.
17. To adhere to processes to enable high standards of recording, filing and storage of patient and statistical information are achieved and maintained in accordance with local policy and Code of Specialist Physiotherapists (CSP) standards.
18. To comply with processes to guarantee the safety of both patients and therapists and manage

clinical risk within the work area in line with policies and guidelines.

19. To maintain a high standard of confidentiality at all times.

B. STANDARDS TO WHICH A PHYSIOTHERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

20. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

21. Must be a Member of the Chartered Society of Physiotherapists (MCSP).

22. Must be Health & Care Professions Council (HCPC) registered.

23. Must have worked as clinical specialist in the assessment and treatment of muscular-skeletal disorders, sports injuries, orthopaedic conditions, mobilisation and manipulation.

24. Must have a Degree/Diploma in Physiotherapy.

25. Must have a minimum of four years post graduate clinical experience in MSK disorders have previously held a position as a Lead Specialist Physiotherapist Band 7 or equivalent.

26. Must be able to provide evidence of Continuing Professional Development (CPD).

27. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

28. Previous Ministry of Defence (MOD) experience.

29. Master's Degree or Membership of the Manipulative Association of Physiotherapists.

30. Recognised training in Acupuncture.

Unique Reference Number: A27

SPECIALIST PHYSIOTHERAPIST NEURO REHAB BAND 6

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of the consultant led team to provide highly specialist assessment and treatment of patients with complex neurological and cognitive problems with a range of neurological diagnoses.
2. To be responsible for planning and prioritising own and departmental workload.
3. To participate in organising and implementing specialist neurological Physiotherapy services.
4. To support the development and implementation policies and procedures across the Physiotherapy neurological service to ensure quality of service provision and evidence-based practice. This includes implementation of relevant national standards and guidelines.
5. To provide specialist clinical advice on neurological rehabilitation to Physiotherapy, undergraduate students, other members of the multidisciplinary team, and external agencies/ organisations as requested.
6. To work autonomously guided by codes of practice and guidelines and have the ability to operate away from main place of work in the community if required.

B. STANDARDS TO WHICH A PHYSIOTHERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

7. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).
8. Compliance with Physiotherapy code of ethics & professional conduct.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

9. Must have a Degree or Diploma in Physiotherapy.
10. Must be registered with HCPC.
11. Must have undertaken post graduate training in neurological rehabilitation.
12. Must have at least two years post graduate experience in neurological rehabilitation.
13. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

14. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A28

PHYSIOTHERAPIST NEURO REHAB ADVANCED PRACTITIONER BAND 7

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of the consultant led team to provide highly specialist assessment and treatment of patient with complex neurological and cognitive problems with a range of neurological diagnoses.
2. To work autonomously, without direct supervision and be accountable for own professional actions.
3. To be part of the defined specialist neurological clinical team, working without direct supervision and monitoring the service against national guidelines and standards.
4. To plan and co-ordinate relevant multidisciplinary activities.
5. To provide full support to the neuro services manager in ensuring the provision of a comprehensive, evidence based service.
6. To provide specialist clinical advice and teaching on the education and training programme provided for patients with complex cognitive and physical problems to physiotherapy staff, undergraduate students, other members of the multidisciplinary team, and external agencies/ organisations as requested.
7. To be responsible for planning and prioritising own and departmental workload.
8. To participate in organising and implementing specialist neurological Physiotherapy services.
9. To participate in developing and implementing policies and procedures across the Physiotherapy neuro rehab service to ensure quality of service provision and evidence based practice. This includes implementation of relevant national standards and guidelines.
10. To work autonomously guided by codes of practice and guidelines.

B. STANDARDS TO WHICH A PHYSIOTHERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

11. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Must have a Degree or Diploma level in Physiotherapy.
13. Must be registered with HCPC.
14. Must have undertaken post graduate training in neurological rehabilitation.
15. Must have a minimum of three years post graduate experience in neurological rehabilitation.
16. Must have experience in assessing and treating the following: traumatic brain injury, stroke, spinal cord injury and Multiple Sclerosis (MS). This shall be evidenced within the CV.

17. **Must be in date and able to provide certification for Safeguarding children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A29

PHYSIOTHERAPIST SPECIALIST BAND 6

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide independent highly skilled physiotherapeutic assessment, treatment and efficient and effective management of an MSK caseload under supervision (Band 7 Clinical Specialist or Medical Officer (MO)).
2. To manage patients referred by Consultants, General Practitioners and other Healthcare Professionals with diverse presentations and complex and acute/chronic physical conditions and sports injuries.
3. To work closely with other members of the Multi-disciplinary Team (MDT) to ensure the highest standards of care.
4. To use clinical reasoning skills to provide an accurate clinical diagnosis.
5. To formulate, develop and deliver a specialised individualised treatment programme based upon evidence-based practice, manual assessment and appropriate clinical reasoning
6. To communicate effectively with patients to ensure informed consent for assessment and treatment, good understanding of their conditions and maximise their rehabilitation potential accepting that patients may have barriers to communication e.g. English as their second language.
7. To communicate effectively with all other rehabilitation and unit personnel and with external medical personnel from other agencies/units.
8. To advise the Medical Officer and/or other rehab clinicians with regard to specialist physiotherapy recommendations.
9. To provide clinical reports to supply clinical prognoses and comprehensive discharge planning for other medical professionals and, where appropriate the military Chain of Command (CoC).
10. To support any relevant audit and research activity.
11. To be responsible for the safe and competent use of all equipment, patient appliances and aids, attaining competence prior to use and including the identification and reporting of work service requirements and repair needs within the department.
12. To ensure the care, maintenance and proper use of materials, equipment and stationary and the accurate administration of any allocated inventories.
13. To maintain high standards of recording, filing and storage of patient and statistical information are achieved and maintained in accordance with local policy and professional standards.

B. STANDARDS TO WHICH A PHYSIOTHERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

14. Care to be delivered in accordance with the 'Standards of Conduct, Performance and Ethics' of the Health and Care Professions Council (HCPC).
15. To maintain a high standard of confidentiality at all times in line with Caldicott guidelines.
16. To adhere to Healthcare Governance policy, ensuring that all service delivery conforms to the standards set.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

- 17. Must be HCPC Registered.
- 18. Must be a member of the Chartered Society of Physiotherapists (MCSP).
- 19. Must have a Degree/Diploma in Physiotherapy.
- 20. Must have experience working at post-graduate diploma level in the assessment and treatment of muscular-skeletal disorders, sports injuries, orthopaedic conditions, mobilisation and manipulation.
- 21. Must have a minimum of two years post graduate clinical experience in MSK disorders. This shall be evidenced within the CV.
- 22. Must have previously held a position as a Specialist Physiotherapist Band 6 or equivalent.
- 23. Must have evidence of Continuing Professional Development (CPD).
- 24. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

- 25. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A30

SPECIALIST SPEECH AND LANGUAGE THERAPIST NEURO REHAB BAND 6

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of the consultant led team to provide highly specialist assessment and treatment of patient with complex cognitive problems with a range of neurological diagnoses.
2. To provide specialist assessment and treatment of patients with a range of neurological diagnoses.
3. To be responsible for planning and prioritising own and departmental workload. To participate in organising and implementing specialist neurological Speech and Language services.
4. To support the development and implementation policies and procedures across the Speech and Language Neurological service to ensure quality of service provision and evidence-based practice. This includes implementation of relevant national standards and guidelines.
5. To provide specialist clinical advice on neurological rehabilitation to Speech and Language undergraduate students, other members of the multidisciplinary team, and external agencies/ organisations as requested.

B. STANDARDS TO WHICH A SPECIALIST SPEECH AND LANGUAGE THERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

6. Work to the appropriate Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals.
7. Compliance with Speech and Language Therapist (SALT) code of ethics & professional conduct

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

8. Must have a Degree in Speech and Language Therapy.
9. Must be registered with Health and Care Professions Council.
10. Must be State registered on the Royal College of Speech and Language Therapy register.
11. Must be able to evidence postgraduate training in neurological rehabilitation.
12. Must have specialist knowledge of the neurological bases of acquired communication and swallowing disorders and their appropriate management, to include specialist knowledge of speech, voice, language, higher level linguistic disorders, pragmatics and cognitive communication problems.
13. Must have a minimum of two years post graduate experience including experience as a band 5 or band 6 Speech and Language Therapist working with complex patients with neurologically based disorders of communication and/or swallowing providing impairment and functional based treatment, including assessment of Assistive Communication Aids.
14. **Must be in date and able to provide certification for Safeguarding children and young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A31

SPEECH AND LANGUAGE THERAPIST NEURO REHAB ADVANCED PRACTITIONER BAND 7

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of the consultant led team to provide specialist assessment and treatment of patient with complex cognitive problems with a range of neurological diagnoses.

2. To provide specialist assessment and treatment of complex patients with a range of neurological diagnoses.
3. To independently provide expert clinical management of complex patients with neurologically based disorders of communication and/or swallowing providing impairment and functional based treatment, including assessment of assistive communication aids.
4. To provide clinical supervision and training of other Speech and Language Therapy staff.
5. To work autonomously, without direct supervision and be accountable for own professional actions.
6. To be responsible for planning, organising and implementing specialist neurological Speech and Language Therapy intervention.
7. To be the lead Speech and Language I Therapist working without direct supervision and monitoring the service against national guidelines and standards.
8. To lead on the development and implementation policies and procedures across the Speech and Language Therapy neurological service to ensure quality of service provision and evidence-based practice.
9. To provide specialist clinical advice and teaching on neurological rehabilitation to Speech and Language Therapy staff, undergraduate students, other members of the multidisciplinary team, and external agencies/ organisations as requested.

B. STANDARDS TO WHICH A SPEECH AND LANGUAGE THERAPIST NEURO REHAB ADVANCED PRACTITIONER MUST COMPLY WHEN PROVIDING THE SERVICES

10. Work to the appropriate Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals.
11. Compliance with Speech and Language Therapist (SALT) code of ethics & professional conduct

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

12. Must have a Degree in Speech and Language Therapy.
13. Must be registered with Health and Care Professions Council.
14. Must be state registered on the Royal College of Speech and Language Therapy register.
15. Must have a Master's degree or equivalent training in relevant clinical field or evidence of working to master's level post graduate training standard.
16. Must have worked in the clinical field of neurology, neuro rehab as either a band 6 or Band 7 Speech and Language Therapist.
17. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A32

VOCATIONAL OCCUPATIONAL THERAPIST BAND 7

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide an assessment of patients with a range of diagnoses, developing and implementing appropriate specialist vocational/rehabilitation programmes in the workplace or home using specialist clinical reasoning.
2. To be able to work autonomously, without direct supervision and be accountable for own professional actions.
3. To provide full support to the Team Manager, Professional Lead Advisor Occupational Therapist and Principal Occupational Therapist or Regional Occupational Health Team on graded work trials and work placements for patients: including liaising with employers and multidisciplinary health professionals and other agencies as appropriate in planning for patient's return to work.
4. To provide on-going support to service personnel who have returned to work following injury or illness and arrange worksite visits and outpatient reviews as problems arise.
5. To make complex clinical decisions and write specialist reports for line managers and other MOD and external agencies.

6. To assess, recommend and where appropriate provide and fit a range of equipment and or aids to facilitate independence, vocational rehabilitation, and safe discharge. This may include adaptations to living accommodation.
7. To assist with research, provide specialist clinical advice to Occupational Therapy Staff, clinical evaluation and audit, some of which is complex and multi-faceted, for the Occupational Therapy vocational service or Regional Occupational Health Team.
8. To be a highly effective communicator demonstrating skills in empathy, reassurance and the ability to motivate others, when providing information, teaching and training to patients, their relatives and other Healthcare professions.
9. To have ability to manage patients with challenging behaviour following brain injury or other medical conditions and deal effectively with aggressive outbursts.
10. To provide guidance and support to line managers and others in the workplace dealing with difficult behaviours.

B. STANDARDS TO WHICH AN OCCUPATIONAL THERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

11. Work to the appropriate Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals.
12. Work to the Code of Occupational Therapists (COT) code of ethics & professional conduct.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Must have a Degree or Diploma in Occupational Therapy.
14. Must be registered with Health and Care Professions Council.
15. Must be State Registered on the College of Occupational Therapy Register.
16. Must be a member of British Association of Occupational Therapist.
17. Must have a Master's degree or equivalent training in relevant clinical field.
18. Must have a minimum of two years post graduate experience to include experience working in vocational rehabilitation at either band 6 or band 7 as an Occupational Therapist
19. Must have experience in assessing and treating patients with the following but not limited to: traumatic brain injury, stroke, complex trauma and amputees and setting appropriate rehabilitation treatment goals.
20. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

21. Previous Ministry of Defence (MOD) experience.

Unique Reference Number: A33

RECREATIONAL THERAPY ASSISTANT BAND 4 DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To facilitate the retraining of functional skills through social and recreational activities, in order to improve the overall quality of patient's life.
2. To work autonomously without direct supervision but under the instruction and guidance of a qualified Occupational Therapist.
3. To provide specialised recreational therapy programmes on a group or individual basis.
4. To be responsible for planning and organising a range of social and recreational activities for patients in the evenings and at weekends.
5. To ensure that patient centred recreational activities are incorporated into the formal timetable of patient's treatment programme.
6. To increase patients self-directed leisure pursuits and explore new recreational activities that they can continue on discharge from DMRC.
7. To form good working relationships and work collaboratively with managers, Occupational Therapist (OT) colleagues, and members of the multi-disciplinary team.
8. To communicate effectively demonstrating skills of empathy, reassurance, negotiation, persuasion and the ability to motivate others.
9. To produce documents and reports on word and use excel spread sheets.
10. To work autonomously guided by qualified Occupational Therapist.
11. To plan, develop, and implement recreational activities for groups and individuals.
12. To manage time to fulfil responsibilities of the recreational therapy role.

B. STANDARDS TO WHICH A RECREATIONAL THERAPY ASSISTANT MUST COMPLY WHEN PROVIDING THE SERVICES

13. Work to the relevant Agenda for Change Key Skills Framework competencies for their role.
14. To comply with the Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals and to the relevant professional body code.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Must have an NVQ Level 3 in a health-related area.
16. Must have worked previously in a healthcare setting.

17. Must have experience of working with individuals with physical disability or mental health problems. This shall be evidenced within the CV.
31. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 2 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Previous Ministry of Defence (MOD) experience preferred.

Unique Reference Number: A34

**OCCUPATIONAL THERAPIST ADVANCED PRACTITIONER BAND 7 DEFENCE MEDICAL
REHABILITATION CENTRE (DMRC)**

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of the consultant led team to provide highly specialist assessment and treatment of patient with complex physical and psychological problems with a range of MSK diagnoses
2. To provide highly specialist assessment and treatment of complex patients with a range of MSK diagnoses.
3. To work autonomously, without direct supervision and be accountable for own professional actions.
4. To be responsible for planning, organising and implementing Occupational Therapy intervention.
5. To be lead Occupational Therapist within a defined clinical team, working without direct supervision and monitoring the service against national guidelines and standards.
6. To lead on the development and implementation policies and procedures across the Occupational Therapy service to ensure quality of service provision and evidence-based practice.
7. To plan, co-ordinate and evaluate relevant multidisciplinary activities.
8. To provide specialist clinical advice and teaching on MSK rehabilitation to Occupational Therapy staff, undergraduate students, other members of the multidisciplinary team, and external agencies/ organisations as requested.
9. To plan, develop, and implement policies, procedures and working practices.
10. To manage and prioritise a caseload of complex patients and solve complex problems.

**B. STANDARDS TO WHICH AN OCCUPATIONAL THERAPIST MUST COMPLY WHEN PROVIDING
THE SERVICES**

11. To comply with the Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals and to the relevant professional body code.
12. To comply with the Code of Occupational Therapists (COT) code of ethics & professional conduct.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Must have a Degree or Diploma in Occupational Therapy.
14. Must be registered with HCPC.
15. Must be registered with the Royal College of Occupational Therapy.

16. Must have a minimum of two years post graduate experience to include experience working in MSK at either band 6 or band 7 as an Occupational Therapist.
17. Must have a Master's degree or equivalent training in relevant clinical field or evidence of working to master's level post graduate training standard.
18. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Previous Ministry of Defence (MOD) experience.
20. Experience of working with the psychological effects of illness/injury as well as the physical.

Unique Reference Number: A35

CLINICAL PSYCHOLOGY ASSISTANT PRACTITIONER

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To undertake clinically supervised work with clients on an individual and group basis within the defined service sector and as determined by the Consultant Clinical Psychologist in consultation with the Head of Service, Defence Clinical Psychology Service (Hd DCPS), working within professional guidelines, limits of own competence and the overall framework of the relevant teams' policies and procedures.
2. To utilise psychological knowledge and skills for research, audit, policy and service development within the defined service sector.
3. To be primarily based as determined by the Head of Service but may also be expected to deliver a service at other locations, as appropriate, as determined by the Consultant Clinical Psychologist in consultation with Hd DCPS. Such locations may vary from time to time dependent upon clinical and operational need and may include a requirement to attend DCPS business and CPD events.

4. To work within agreed guidelines and policies including Civil Service, Health and Care Professions Council (HCPC) and British Psychological Society (BPS) Codes of Practice.
5. To undertake research and audit activities within the defined service sector and as determined by the Consultant Clinical Psychologist and Head of Service.
6. To implement and deliver therapy and care programmes (including group sessions) on a clinically-supervised basis within the defined service sector and as determined by the Consultant Clinical Psychologist and Head of Service.
7. To comment on proposals for policy development within the defined service sector and as determined by the Consultant Clinical Psychologist and Head of Service.
8. To support and extend the involvement of clinical psychology in the development, testing and practice of interventions and activities based on psychological research and theory.
9. To demonstrate psychological knowledge and skills and train (within boundaries of competence) other healthcare staff within the defined service sector and as determined by the Consultant Clinical Psychologist and Head of Service.
10. To provide supervised clinical psychological input to the defined clinical service sector to contribute towards effective outcomes for all clients including those with complex mental health needs via the provision of:
 - a. Comments on proposals for policy development within the defined clinical service sector
 - b. Comments on proposals for service development within the defined clinical service sector;
 - c. Consultation, within competence, within the defined service sector (e.g. multidisciplinary teams) to facilitate psychological mindedness in assessment, formulation, care planning, intervention and evaluation;
 - d. Providing practical training within the defined service sector;
 - e. Undertaking, under supervision, effective research and audit activities within the defined clinical service sector;
 - f. Clinically supervised practice of evidence-based psychotherapeutic interventions.

B. STANDARDS TO WHICH A CLINICAL PSYCHOLOGY ASSISTANT PRACTITIONER MUST COMPLY WHEN PROVIDING THE SERVICES

11. The post holder will work under the supervision of a clinical supervisor who will be accountable for the post holder's clinical decisions across the designated service sector.
12. The post holder will consult regularly with the Consultant Clinical Psychologist and his or her peers and seek professional and clinical supervision as appropriate to the role.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Must have an Honours degree in Psychology (2:1 or above) or a higher degree (in a subject related to psychology).
14. Must have eligibility for Graduate Membership of the British Psychological Society (BPS).
15. Must have undertaken and provide evidence of clinical research (either implementation or under supervision).

16. Must have evidence of supervised clinical activity.
- 17. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

18. Other related academic qualifications to Master's or Doctorate level.
19. Training in person centred counselling or similar.
20. Evidence of experience of the theory and practice of cognitive behavioural therapy (CBT).
21. Evidence of experience of the theory and practice of Eye Movement Desensitization and Reprocessing (EMDR).
22. HCPC registration as a practitioner psychologist.

Unique Reference Number: A36

SPECIALIST OCCUPATIONAL THERAPIST BAND 6 DEFENCE MEDICAL REHABILITATION CENTRE (DMRC)

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To work as part of the consultant led team to provide highly specialist assessment and treatment of patient with complex physical and psychological problems with a range of MSK diagnoses.
2. To provide specialist assessment and treatment of patients with a range of diagnoses.
3. To be responsible for planning and prioritising own and departmental workload. To participate in organising and implementing specialist Occupational Therapy services.
4. To support the development and implementation policies and procedures across the Occupational Therapy service to ensure quality of service provision and evidence-based practice. This includes implementation of relevant national standards and guidelines.
5. To provide specialist clinical advice on rehabilitation to Occupational Therapy, undergraduate students, other members of the multidisciplinary team, and external agencies/ organisations as requested.

B. STANDARDS TO WHICH AN OCCUPATIONAL THERAPIST MUST COMPLY WHEN PROVIDING THE SERVICES

6. To comply with the Health & Care Professions Council (HCPC) 'Standards of Conduct, Performance and Ethics' for Allied Health Professionals and to the relevant professional body code.
7. To comply with the Code of Occupational Therapists (COT) code of ethics & professional conduct.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

8. Must have a Degree or Diploma in Occupational Therapy.
9. Must be registered with HCPC.
10. Must be listed on the Royal College of Occupational Therapy register.
11. Must have a minimum of two years post graduate experience to include experience working in MSK conditions at either band 5 or band 6 as an Occupational Therapist.

12. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Previous Ministry of Defence (MOD) experience.
14. Experience of working with the psychological effects of illness/injury as well as the physical.

Unique Reference Number: A39

PSYCHOLOGICAL WELLBEING PRACTITIONER BAND 6

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To provide a community based, occupationally focused community mental health service within the area of responsibility (AOR) of the Department of Community Mental Health (DCMH). This will include helping to organise and deliver therapeutic interventions, educational training and mental health promotion initiatives in collaboration with the multi-disciplinary mental health team.
2. To assess and support people with a common mental health problem in the self management of their recovery.
3. To carry out initial mental health assessments and subsequent mental health interventions for all personnel referred to the DCMH.
4. To provide a range of information and support for evidence based high volume, low-intensity psychological treatments which may include guided self-help, computerised CBT or other evidence based and approved low level interventions. This work may be face to face, telephone or via other media.
5. To manage an identified case load by reviewing client needs with on-going development and evaluation of individual treatment plans as part of a multidisciplinary team.
6. To maintain accurate contemporaneous electronic records and clinical notes of all client contact.
7. To provide reports to and maintain effective liaison with referring Medical Officers (MOs), General Practitioners (GP) and other relevant professional agencies following initial assessment, on discharge or whenever appropriate.
8. To participate in the clinical/caseload supervision process.
9. To participate in departmental clinical and business meetings and take the lead in initiatives as directed by the Clinical Lead or Department Manager.
10. To recognise limits of competence and seek clinical supervision and/or advice as appropriate.
11. To be involved in Healthcare Governance (HG) and take the lead on initiatives (e.g. audits) as directed by the HG lead.

B. STANDARDS TO WHICH A PSYCHOLOGICAL WELLBEING PRACTITIONER MUST COMPLY WHEN PROVIDING THE SERVICES

12. Accountable for the standards of mental health care delivered to the client, working within the policy and procedures of the DCMH and in line with British Association of Behavioural and Cognitive Psychotherapies (BABCP) guidelines.
13. Ensure the maintenance of standards of practice according to the employer and any regulating organisation and keep up to date on new recommendations/guidelines set by the Department of Health (e.g. NHS plan, National Service Framework, NICE).

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

15. Must possess a Post-graduate/Graduate certificate in evidence based psychological treatments.
16. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

17. Professional qualification and subsequent registration with relevant Health or Social Care Body.
18. Previous Ministry of Defence (MOD) experience.
19. PWP supervision training with 3 or more year's community experience in a mental health role.
20. Experience of using therapeutic interventions with clients who have complex needs.

Unique Reference Number: A40

REGIONAL HEALTHCARE GOVERNANCE LEAD

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To ensure that HG strategy is implemented across the Region in line with the Regional Clinical Director's (RCD) intent, HQ Defence Primary Healthcare (DPHC) guidance and HQ Surgeon General (SG) policy.
2. To contribute to the development of HG initiatives in response to national and local policies ensuring the RCD is kept abreast of changes in legislation or policy as relates to healthcare delivery and patient safety
3. To collate HG data and present within HG reports to enable analysis of trends and risks and implementation of appropriate mitigation.
4. To act as a conduit to ensure expert advice is available for all Regional Medical Facilities (MFs) regarding Automated Significant Event Register (ASER) activity. Managing and monitoring the ASER database, including the collation of data as required by HQ DPHC and offering advice and support on root cause analysis and quarterly trend analysis of significant events.
5. To support MFs in the completion and ongoing monitoring of the Defence Medical Services (DMS) Common Assurance Framework (CAF).
6. To co-ordinate the Healthcare Governance and Assurance Visit (HGAV) programme to MFs ensuring visits are conducted at least two yearly in conjunction with HQ and Care Quality Commission (CQC) visits.
7. To provide concise and directive support to MFs pre and post Assurance visits in order to formulate development reports and action plans that drive progressive service delivery.
8. To monitor and evaluate the healthcare service within the MFs maintaining consistency of professional standards through audit, clinical governance and the application of risk management systems.
9. To oversee the co-ordination and implementation of quality improvement and best practice across the Region.
10. To plan, organise and co-ordinate forums, teaching and meetings to educate support and advise all MFs across the Region on current HG issues.

B. STANDARDS TO WHICH A REGIONAL HEALTHCARE GOVERNANCE LEAD MUST COMPLY WHEN PROVIDING THE SERVICES

11. To comply with regulatory standards commensurate with the professional body of which the Temporary Worker is a professional registrant e.g. NMC, GMC, HCPC.
12. To comply with Joint Service Publication (JSP) 950 Medical Policy and Headquarters (HQ) Defence Primary Healthcare (DPHC) Direction and Guidance.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

13. Health professional with a minimum of 3 years' experience within the last 5 years at Band 7 level or above in a Healthcare Governance related role, or equivalent prior experience as a Ministry of Defence (MOD) Primary Healthcare (PHC) Practice Manager and Healthcare Governance Lead, having completed an HQ DPHC or Regional HQ role.
14. Must have a BSc in a relevant healthcare related subject, with demonstration of level 7 academic achievement and having completed a Healthcare Governance training course (such as Healthcare Quality

Quest or equivalent) or hold (or working towards) a postgraduate certificate in Healthcare Governance at Level 6 or above.

15. Must hold current valid medical indemnity insurance.
16. Must have in date Basic Life Support, Anaphylaxis, Automated External Defibrillator, Infection Prevention and Control, and Safeguarding children, young and vulnerable adults to Level 2 training.
17. Must have experience in clinical supervision, coaching, mentorship and teaching in healthcare.
- 18. Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

19. Post Graduate Award at Level 7 (or working towards one) in Healthcare Governance or Healthcare Leadership/Management.
20. Current understanding of MOD healthcare delivery related and NHS policies.
21. Previous MOD PHC experience.
22. Previous experience using the Defence Medical Information System (Defence Medical Information Capability Programme (DMICP)) and the DMS Automated Significant Event Reporting (ASER) system.

Unique Reference Number: A41

PRACTICE BASED PHARMACIST (CLINICAL PHARMACIST) BAND 8A

A. OVERALL JOB DESCRIPTION – SERVICE REQUIREMENTS

1. To undertake minor ailments triage: Dealing with minor ailments, triaging patients appropriately and providing medication if required via prescription.
2. To support evidence-based cost-effective prescribing, patient compliance and reduction of waste through medication review.
3. To reconcile medicines for individual patients following hospital discharge or referral to secondary/tertiary care.
4. To co-ordinate repeat prescribing reauthorisation process.
5. To work with primary care professionals and patients to implement NICE and other evidence-based guidelines within MF(s).
6. To manage, in conjunction with the Medical Facility Pharmacy Technician, patient and health care professional's medicine queries.
7. To provide medicine information and training to Medical Facility staff.
8. To increase the quality and safety of prescribing through mechanisms such as audit.
9. To review daily pathology results for patients on known medicines.
10. To provide local professional oversight of dispensing on hub and spoke model for Medical Facilities with functioning dispensary.
11. To manage Accredited Checker (ACT) qualification for Pharmacy Technicians within remit.
12. To develop and manage specific advanced services offered by Medical Facility Pharmacy Technicians such as smoking cessation and Medication Use Review (MUR).
13. To act as a local intermediary between Medical Facilities without a functioning dispensary and the outsourced dispensing service when required.
14. To plan, prioritise and organise own long term and day to day work and be prepared to adapt quickly to provide response to rapidly changing clinical or altered arrangements.
15. To oversee the safe and secure handling of medicines at associated Medical Facilities, in particular Controlled and Accountable Drugs.

16. To be responsible for the implementation of Controlled Drug legislation through DPHC policy in conjunction with the Regional Pharmacist.
17. To be responsible for identifying and maintaining own continuing professional development (CPD) and personal development plan.
18. To undertake appropriate additional duties required by the Clinical Lead, Department Manager and line management.

B. STANDARDS TO WHICH A PRACTICE BASED PHARMACIST MUST COMPLY WHEN PROVIDING SERVICES

19. To uphold the 'Standards of conduct, ethics and performance' of the General Pharmaceutical Council (GPhC). This includes complying with the GPhC revalidation and CPD requirements.
20. To maintain the confidentiality of information, including electronic Medical Records data, at all times in accordance with the Data Protection Act.

C. ESSENTIAL REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

21. Must have a Degree in Pharmacy and have qualified as a pharmacist.
22. Must be registered with General Pharmaceutical Council (GPhC).
23. Must be a qualified Non-Medical Prescriber (annotated on GPhC register).
24. **Must be in date and able to provide certification for Safeguarding Children and Young People and Safeguarding Adults up to and including Level 3 training.**

D. DESIRABLE REQUIREMENTS / QUALIFICATIONS / EXPERIENCE

25. Evidence of recent and on-going CPD/Learning
26. Previous Ministry of Defence (MOD) experience.

F – MEDICAL INDEMNITY FOR REGULATED AND NON-REGULATED HEALTHCARE WORKERS ENGAGED TEMPORARILY AND SUPPLIED BY EITHER AN EMPLOYMENT BUSINESS OR A STAFF BANK PROVIDER TO THE MINISTRY OF DEFENCE (MOD)

MEDICAL INDEMNITY FOR REGULATED AND NON-REGULATED HEALTHCARE WORKERS ENGAGED TEMPORARILY AND SUPPLIED BY EITHER AN EMPLOYMENT BUSINESS OR A STAFF BANK PROVIDER TO THE MINISTRY OF DEFENCE (MOD)

Introduction

1. This leaflet sets out the MOD's responsibilities with respect to indemnifying some specified Temporary Healthcare Workers² engaged temporarily having been supplied by an Employment Business³ or a Staff Bank provider to MOD in the discharge of their professional duties.

Aim

2. This policy clarifies when and which regulated and non-regulated healthcare professionals carrying out their professional duties for the MOD and engaged as Temporary Healthcare Workers the MOD indemnity will cover.

3. Temporary Healthcare Workers engaged by MOD having been supplied by either an Employment Business or a Staff Bank provider are not MOD employees and are often colloquially referred to as locums. The indemnity cover for MOD employees is detailed in JSP 950 Leaflet 10-1-7.

Scope

4. This policy applies to Temporary Healthcare Workers engaged by MOD having been supplied by either an Employment Business or a Staff Bank provider. The indemnity provided by MOD is limited to certain specified professional groups that mirror that offered to locums engaged in NHS England. If NHS England alters its policy with regard to the provision of indemnity for locums then MOD may seek to adjust its policy to mirror that in NHS England.

5. This policy must be read in conjunction with the direction issued by the regulating authorities⁴, which recognises that healthcare professionals are accountable for actions and omissions in their practice and must always be able to justify their clinical decisions.

6. The MOD will only provide indemnity for Temporary Healthcare Workers engaged to fill Demand Orders raised under Job Description Unique Identification Reference Numbers D3, D4, D7, D8 and D12.

7. These categories are:

- a. D3 - Doctor (General Practitioner (GP)).
- b. D4 - Doctor (General Practitioner (GP) with Aviation Medicine Qualification).
- c. D7 - Doctor (Sports and Exercise Medicine)) in a (Multi-Disciplinary Injury Assessment Clinic (MIAC) within a Regional Rehabilitation Unit (RRU)).

² A worker supplied by either an Employment Business (agency) or a Staff Bank provider.

³ An Employment Business in this context relates to a supplier of agency workers.

⁴ For example, the [General Medical Council](#) and the [Health Care Professionals Council](#).

- d. D8 - Doctor (General Practitioner with Diving Medicine Qualification).
- e. D12 - Doctor (General Practitioner (GP) with MOD Experience).

8. **All** other Temporary Healthcare Workers, including all Medical Practitioners not listed in scope above, Dental Practitioners, Orthodontists, Dental Hygienists, Dietitians, and Nurses **must** hold valid personal medical indemnity insurance. This indemnity insurance can either be held through membership of a medical defence organisation or as a standalone indemnity policy. This indemnity will be checked by the Employment Business and/or Staff Bank provider prior to placement in accordance with the extant contract between MOD and the Employment Business/Staff Bank provider.

9. The level of provision only covers Temporary Healthcare Workers with Unique Identification Reference Numbers D3, D4, D7, D8 and D12 when carrying out work within their official duties and within their professional scope of practice, as detailed by the Contracting Authority. This indemnity mirrors the NHS Resolution indemnity scheme in that it is only in respect of clinical negligence, and Temporary Healthcare Workers filling Job Description Unique Identification Reference Numbers D3, D4, D7, D9 and D12 should additionally hold personal insurance to include risks such as cover for GMC hearings or criminal cases and activity excluded from the scope of this policy, as set out in paragraph 15.

Background

10. The MOD recognises the requirement for regulated and non-regulated healthcare workers to have appropriate indemnity arrangements in place to practice, and for regulated healthcare workers to be registered with their regulating body. However, it is important that individual healthcare practitioners understand what the MOD self-insurance arrangement covers to ensure that they carry out any practice in accordance with the Department of Health's implementation plan for [Article 4\(2\) \(d\) of the EU Directive 2011/24/EC](#) and the national statutory instrument, The Health Care and Associated Professions (Indemnity Arrangements) Order 2014 no 1887.

Principles of MOD Indemnity

11. MOD is authorised by Parliament and HM Treasury to pay the cost of civil claims, that arise as a result of its core Defence business, out of its current expenditure. The MOD will indemnify MOD employed regulated and non-regulated healthcare workers, including civilian and military, Regular or Reserve personnel, and only Temporary Healthcare Workers in scope of this policy and as set out in paragraph 6, when carrying out work within their official duties and within their professional 'scope of practice', where tasked by the relevant military authority to carry out their task for MOD business⁵.

12. Scope of practice is to be treated as: 'The boundaries within which a fully qualified practitioner with appropriate training, knowledge, and experience may practice in a field of medicine or surgery, or other specifically defined field'.

13. Examples of when the MOD will indemnify Temporary Healthcare Workers engaged to work for the MOD are set out in Annex A. It is to be noted that this is not an exhaustive list. If an

⁵ The MOD will only cover activities outside the normal scope of practice, i.e. SP who are directed by a person with the appropriate authority to practice outside their normal limits of experience/knowledge, in exceptional circumstances, and these will be assessed on a case by case basis.

individual is unclear, it is their responsibility to ensure they have indemnity before undertaking any role not covered.

Extension of indemnity cover

14. Temporary Healthcare Workers may wish to extend the MOD indemnity cover at their own expense for any instances of professional practice or representation that falls outside the MOD indemnity cover⁶. In addition, it is commonplace for individuals to augment MOD indemnity with that from a professional medical protection organisation.

Exclusions to indemnity cover

15. Temporary Healthcare Workers will not be indemnified by MOD in the following circumstances:

a. Private practice. This includes undertaking agency and bank work (or flexible staffing), issuing private certification, insurance medicals and reports and returns not provided by the MOD.

b. Voluntary duties. The MOD will not indemnify a Temporary Healthcare Worker in scope of this policy, as set out in paragraph 6, for work carried out on a voluntary basis for bodies such as St John Ambulance or the Red Cross. Regulated and non-regulated healthcare workers undertaking such work should establish what, if any, cover is provided by the voluntary body before commencing work; personal indemnity cover may well be required.

c. Whilst acting as a 'Good Samaritan'. Good Samaritan Acts (GSAs) may be defined as "treatment administered at the scene of a medical emergency, accident or disaster by a Healthcare Professional who is present by chance." Temporary Healthcare Workers in scope of this policy, as set out in paragraph 6, are not covered by the MOD for GSAs at any time.

16. The list of exclusions provided at paragraph 15 is non-exclusive.

Annexes:

A. Indemnity provision for regulated and non-regulated healthcare workers engaged temporarily and supplied by and Employment Business or Staff Bank provider whilst on official duty.

⁶ The MOD is only authorised by Parliament and HM Treasury to make compensation payments for death/injury or damage that occurs as a result of its core Defence business. When other activities outside the scope of core Defence business are undertaken arrangements must be made to transfer the legal liability to pay compensation to another person or organisation by obtaining an indemnity obligation from that party.

Annex A

INDEMNITY PROVISION FOR REGULATED AND NON-REGULATED HEALTHCARE WORKERS ENGAGED TEMPORARILY AND SUPPLIED BY AN EMPLOYMENT BUSINESS OR STAFF BANK PROVIDER WHILST ON OFFICIAL DUTY

1. The MOD Indemnity will cover Temporary Healthcare Workers in scope of this policy, as set out in paragraph 6, carrying out work within their official duties and within their professional 'scope of practice' and where tasked by the relevant military authority to carry out their task for MOD business as follows:

a. Regulated and non-regulated Healthcare workers working in Defence Primary Healthcare Medical Facilities. Temporary Healthcare Workers in scope of this policy, as set out in paragraph 6, working in Military Healthcare Facilities will be indemnified by the MOD.

b. Regulated and non-regulated Healthcare workers working in Defence Medical Group (DMG) units and Royal Centre for Defence Medicine (RCDM). Temporary Healthcare Workers in scope of this policy, as set out in paragraph 6, working in DMG units and RCDM are covered by Service Level Agreements (SLAs) between the MOD and host Trusts that ensure that personnel are indemnified, either by the MOD or host Trust, whilst on official Trust duty.

c. Regulated and non-regulated Healthcare workers working in Defence Medical Rehabilitation Centre (DMRC) Stanford Hall. Temporary Healthcare Workers in scope of this policy, as set out in paragraph 6, working in DMRC Stanford Hall, are indemnified whilst on duty.

d. Regulated and non-regulated Healthcare workers caring for non-UK forces. Temporary Healthcare Workers in scope of this policy, as set out in paragraph 6, providing health cover to non-UK forces (including US personnel) as part of a bilateral or multinational agreement or on operations or on exercises will be indemnified by the MOD.

e. Regulated and non-regulated Healthcare workers on overseas attachments. When on approved overseas attachments, Temporary Healthcare Workers in scope of this policy, as set out in paragraph 6, will be indemnified by the MOD through a Memorandum of Understanding/contract with the host nation.

f. Regulated and non-regulated Healthcare workers employed in 'specialised' clinical practice. Temporary Healthcare Workers in scope of this policy, as set out in paragraph 5, employed on specialised clinical duties, for example those working in the fields of hyperbaric / hypobaric medicine, aircrew training, submariner training or at Porton Down will be indemnified by the MOD whilst on official duties.

g. Regulated and non-regulated Healthcare workers providing support to official military sporting activities. When a Temporary Healthcare Worker in scope of this policy, as set out in paragraph 6, is directed to provide support to a publicly funded Service sporting activity, they will be indemnified by the MOD. The MOD will not provide indemnity when it is NOT a publicly funded Service sporting activity.

G – MOD FLEXIBLE WORKER MODEL CONFIDENTIALITY UNDERTAKING

MOD Flexible Worker Model Confidentiality Undertaking

I am employed by [*name of Contractor*]. I have been informed that I may be assigned to work as a [*name of specialism*] in providing services to [*name of Service or Department*] ('the Contracting Authority').

I understand that information in the possession of the Contracting Authority must be treated as confidential.

I hereby give a formal undertaking to my employer and to the Contracting Authority, that:

- a. I will not communicate any of that information, or any other knowledge I acquire in the course of my work for the Contracting Authority to anyone who is not authorised to receive it in connection with that work.
- b. I will not make use of any of that information or knowledge for any purpose outside that work.

I acknowledge that this applies to all information which is not already a matter of public knowledge and that it applies to electronic media, written and oral information.

I also acknowledge that this undertaking will continue to apply at all times in the future, even when the work has finished and when I have left my employment.

I have also been informed that I will be bound by the provisions of the Official Secrets Acts of 1911 and 1989. I am aware that serious consequences may follow from any breach of that Act.

I confirm that I will fully abide by external and Contracting Authority guidance.

I understand that any breach of confidentiality by me will be dealt with in accordance with standard healthcare governance procedures and may lead to the termination of my role in the placement and further action may be undertaken in accordance with professional codes of conduct.

In case of doubt I will seek advice from my Hiring Manager at my placement location.

Name:		Signature:	
Title:		Date:	
Checked by:		Post:	
Rank:		Date:	

H – MOD FLEXIBLE WORKER PROBITY AND HEALTH DECLARATION

MOD Flexible Worker Probity and Health Declaration

	Yes	No
confirm that the documentation I have provided is correct and there are no material changes that would impact upon my ability or suitability to undertake this job.		

confirm that I have not been convicted of any criminal offences either inside or outside the UK and have no criminal proceedings pending against me.		
confirm that over the past 5 years I have not had any cases considered, heard or concluded against me by any professional regulatory or licensing body within or outside the UK, and that there are no cases pending.		
confirm that over the past 5 years no disciplinary action has been taken against me by an employer or contractor, either in or outside the UK, that have been upheld, and that there are no cases pending.		
confirm that in the past 5 years, my employment or contract has never been terminated, in the UK or abroad, on grounds relating to my fitness to work (conduct, performance or health).		
have no illness or physical condition which would impair my judgement, performance or restrict my ability to undertake my professional activities.		
confirm that over the past 5 years I have not been subject to any health, or similar, proceedings by my employer and that no such proceedings are pending.		
confirm that over the past 5 years I have not been subject to medical supervision or any restrictions, voluntary or otherwise.		

If you are unable to confirm any of the above – answered “No” then please give further details below:

--

If there are any changes to any of the above whilst working at this Military Healthcare Facility, I will immediately notify the Contracting Authority Representative or his deputy in writing.

Name:		Signature:	
Title:		Date:	
Checked by:		Post:	
Rank:		Date:	

I – MOD FLEXIBLE WORKER SIGNIFICANT EVENTS AND PATIENT SAFETY INCIDENTS POLICY

MOD Flexible Worker Significant Event (SE) and Patient Safety Incident Policy

1. This policy is extracted from MOD Joint Service Publication 950 – Leaflet 5 – Quality of Care and sets out how the Contracting Authority manages Significant Events and Patient Safety Incidents. All Flexible Workers undertaking a placement will be required to adhere to this policy.

THE AUTOMATED SIGNIFICANT EVENT REPORTING SYSTEM (ASER)

2. The ASER system has been developed in collaboration with Defence Statistics. The aim of the system is to act as a learning account for the DMS, by capturing and collating SE data allowing for trends to be identified and lessons to be implemented; it is one of the principal tools of internal control that makes up the DMS Governance and Assurance framework. The ASER system can be accessed by all DMS personnel via DII. The facility exists for paper version completion when DII is not available.
3. Automation of the ASER system allows users to direct the SE up and down the reporting chain as required. A Significant Event Report (SER) is entered onto the system at the earliest opportunity, ideally by an individual who had first-hand involvement. SERs are then managed sequentially, as demonstrated at Figure 1, and are designed to be closed at the lowest appropriate level. There is an ability to refer SERs to subject matter experts and other specialist working groups, for review and comment, at both Part 2 and Part 3 reporting levels. A full set of user tutorials and guidance notes can be found on the front page of the DMS ASER System.

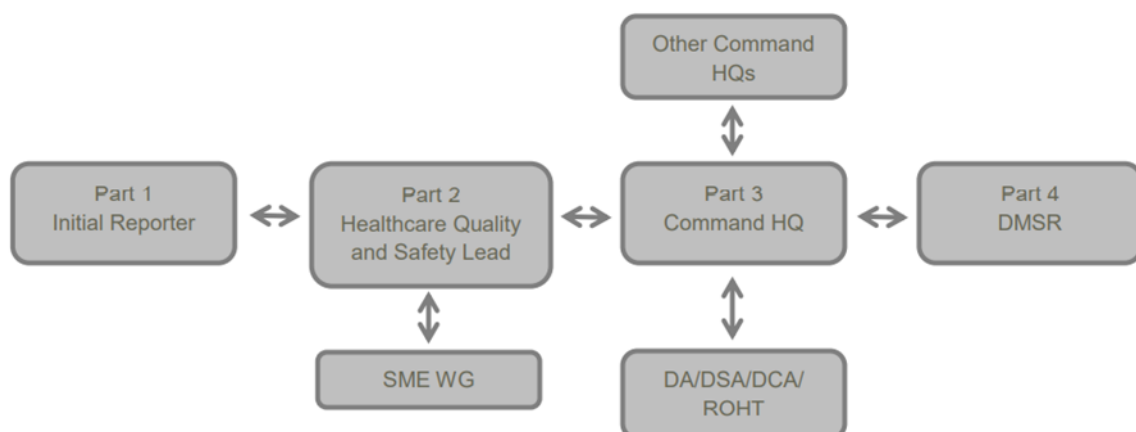


Figure 1. The ASER System Automation Process

SIGNIFICANT EVENTS (SE)

4. An SE is defined as ‘any unintended or unexpected incident which could have, or did lead to, harm for one or more patients receiving care.’⁷ If there is doubt advice should be sought from the immediate Chain of Command (CoC) or the Patient Safety pillar within the DMSR. There are two types of reportable SEs on the system:
 - a. A harm event that is graded by level of harm and level of risk.
 - b. A good practice event where an exemplary outcome has been identified allowing areas of best and innovative healthcare practice to be shared across the DMS.
5. SEs that involve DMS patients or personnel that occur in an NHS setting (e.g. DMG units), or where care is contracted (e.g. BFG or BFC) are to be reported through the host trust/organisation reporting system. If the incident has direct relevance to the DMS it is also to be reported on the ASER system. Any trends identified through other reporting systems that relate to DMS personnel are to be included in the appropriate Command’s Biannual DMS Assurance Report.

CLASSIFICATION AND GRADING OF A SIGNIFICANT EVENT

6. During the submission process, all SEs have to be awarded a top level classification, a sub classification, if applicable, and a degree of harm at Part 1. At Part 2 and above, a level of associated risk is added. These classifications and grading are coded within the system to facilitate data capture and management, as described below:
 - a. **Classification.** The classifications and sub-classifications available for selection on the ASER system are based on the World Health Organisation conceptual framework for the classification of Patient Safety. This framework provides a recognised and consistent approach to the classification of a SE.
 - b. **Grading by Degree of Harm.** Degree of harm is used to measure any physical or psychological injury or damage to the health of a person both temporary and permanent. The degree of harm awarded to a SE should reflect the actual harm and not the potential degree of harm caused by the incident. The definitions of harm available on the system for selection are:

⁷ <http://www.npsa.nhs.uk/nrls/reporting/what-is-a-patient-safety-incident/> (accessed 06 Dec 17)

(1) **Near miss - No harm** (Impact prevented). A near miss is an incident that had the potential to cause an adverse outcome that would have resulted in harm but failed to do so because of chance or because it was intercepted.

(2) **No harm** (Impact not prevented). Any patient safety incident that ran to completion but no harm occurred.

(3) **Low harm**. Any patient safety incident that required extra observation or minor treatment and caused minimal harm.

(4) **Moderate harm**. Any patient safety incident that resulted in a moderate increase in treatment and which caused significant but not permanent harm.

(5) **Severe harm**. Any patient safety incident that resulted in permanent harm.

(6) **Death**. Any patient safety incident that directly resulted in death.

7. **Allocation of the Level of Risk**. Risk can be defined as the chance of something happening that will have an undesirable impact on individuals and/or organisations. It is measured in terms of likelihood and impact of that particular event happening again. The aim of a risk assessment is to determine the size and significance of a risk from an estimation of the likelihood of the risk occurring and the impact of the risk using predetermined criteria⁸. It is mandated on the ASER system at Part 2 upwards to award a level of risk to every SE.

SENTINEL AND URGENT NOTIFICATION EVENTS

8. Some SEs, either due to their actual or potential seriousness or because they are likely to attract Service or public attention, trigger a report that is immediately visible to all reporting parts. These incidents are classified as Sentinel or Urgent SERs.
9. **Sentinel Events**. If a SE is graded as severe harm or death, it will automatically generate a Sentinel event. Sentinel events require timely investigation to assist in the development of preventative measures. The relevant Comd HQ and DSA DMSR SO1 Patient Safety are to be informed of these events within 24 hours of occurrence either by telephone or email⁹. It remains the responsibility of the relevant Comd HQ to raise awareness of a Sentinel event within the internal CoC, as required. A subsequent report is to be entered on the ASER system within 72 hours of the original incident.

⁸ JSP 892 Risk Management

⁹ Consideration should also be given to informing sS Medical HQs in accordance with extant sS policy.

a. **NHS Never Events.** ‘Never Events’ are defined as ‘serious, largely preventable patient safety incidents that should not occur if the available preventative measures have been implemented by healthcare providers¹⁰. A Never Event has clear potential for, or has caused, severe harm or death. Any Never Event occurring within the DMS is to be reported as a ‘Sentinel Event’.

10. **Urgent Notifications.** This type of report is generated at Part 2 when answering ‘yes’ to one or more questions stating that the SE ‘requires the immediate attention of the Inspector General at Part 4.’ Like a Sentinel event, it will automatically be visible to all Parts. If a SE meets the criteria to generate a Sentinel and Urgent Notification, the Sentinel grading takes precedence; only one report will be produced.

INVESTIGATION OF SIGNIFICANT EVENTS

11. **Root Cause Analysis (RCA).** The active management of, and learning from SEs is directly linked to effective analysis of the event. RCA is one of the tools that can be used to fully understand the cause behind the issues. Once the root cause has been identified, appropriate actions can be put in place to prevent reoccurrence. Not all SEs reported require a full RCA; the extent of the RCA will depend on the level of investigation required. It is the responsibility of the nominated Healthcare Quality and Safety Lead and Comd HQs to ensure it is undertaken when required and is mandated at Part 2.

12. The ASER system permits the uploading of supporting documentation directly to a SE to support its investigation. All documentation must have personal confidential data redacted. It is to be protectively marked as OFFICIAL-SENSITIVE prior to uploading.

INFORMATION BREACHES CONTAINING MEDICAL, DENTAL OR OTHER HEALTHCARE INFORMATION

13. Information breaches must be recorded on the ASER system. All breaches will be assessed by the SG HLB Data Protection Advisor (DPA) for severity and compliance with the 2018 Data Protection Act (DPA). Should the breach be assessed as a DPA breach or identified as resulting in a risk to the rights and freedoms of natural persons’ (as documented in the 2018 General Data Protection Regulation) the SG HLB DPA will inform the Caldicott guardian and request that the reporting unit complete and submit the MOD Security Incident Reporting Scheme (MISR). The SG HLB DPA will inform the MoD Information Rights Team and the Information Commissioners Office (should this be required). All personnel will be required to implement recommendations and mitigation measures as documented in the MISR after report.

ADDITIONAL REPORTING REQUIREMENTS

¹⁰ Department of Health. The ‘Never Events’ List 2015/16. Accessed 5 Jul 17.

14. Additional reporting requirements are achieved by utilising electronic forms attached to the ASER system at pre-determined steps within the reporting process. Supporting guidance notes are on the front page of the ASER system and highlighted as follows:
- a. Work-related accidents must be reported in accordance with the Health and Safety Executive's Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 2013. This is undertaken by completing the Joint Incident Notification Form, or sS equivalent.
 - b. Medical incidents involving x-ray equipment are to be reported in accordance with JSP 392¹¹, with advice from the local Radiation Protection Supervisor. Dental radiation incidents should be reported using the Radiation Incident Reporting form.
 - c. The Equipment Failure Report is to be used to report all DMS equipment failure.
15. **Conflict Related Death Reports.** The initial reporter has the option to generate a death report at the beginning of the SE process. A death report is different to a SE. The default to this question on page one should be 'No', unless the CoC has specifically instructed the use of operational death reports. In most circumstances, the reporting of deaths for investigation will be through a regular SE graded as 'Death' in the level of harm creating a Sentinel event and can form part of a Service inquiry. A Service inquiry can equally be used to support the closure of a Sentinel event.

LESSONS LEARNED REPORT AND SUMMARY

16. **Lessons Learned Report.** These reports are available on the system to facilitate the sharing of lessons on an individual or group basis and can be generated from both regular and good practice SEs. Information regarding the lessons is pulled from predetermined text boxes from within the SE report.
17. **Lessons Learned Summary.** This functionality provides a list or summary of closed SEs that have lessons recorded within them over a pre-selected time frame. This data can be exported to Microsoft Excel for manipulation and should be used to drive targeted quality improvement at unit, regional or Comd HQ level.

FILTERS AND REPORTS FUNCTIONALITY

18. These functionalities are available to all Parts to assist with data management and trend analysis. When the filtering criteria are set, only SEs raised within the user's area of responsibility are visible.

¹¹ JSP 392 Management of Radiation Protection in Defence. Accessed 5 Jul 17.

19. **Filters.** The filters can be applied across all Comd HQs down to individual unit level to enable the user (any Part) to obtain data for specific areas of interest over a selected time frame. Individual SEs can be searched for using either the ID number (if known) or the 'word search' functionality on the filter page.
20. **Reports.** Reports available to the user on the system are classified as OFFICIALSENSITIVE. The information provided is for management purposes only and is not to be released externally without approval from the DMSR. Defence Statistics will advise the DMSR on the appropriate statistical disclosure control to ensure medical confidentiality is maintained and that the correct release practice is applied. When completing internal reports, the type of data used must be clearly stated.
21. There are three different types of reports available:
- a. Live Reports.
 - b. Fixed Quarterly Reports.
 - c. Fixed Annual Reports.
22. Filters can be applied to each report to produce results for specific areas of interest. The data provided can be used to undertake trend analysis to drive targeted quality improvement from Comd HQs down to Unit level. Quarterly fixed data should be used when completing the Bi-annual DMS Assurance Report.
23. Guidance notes and tutorials for the lessons, filters and reports functionality are available on the front page of the ASER system.

MEDICAL CONFIDENTIALITY AND CALDICOTT PRINCIPLES

24. In all cases when reporting or using information relating to a SE, patient and staff medical confidentiality and Caldicott Principles are to be followed. Advice should be sought through the CoC if in doubt. To assist with this process, the following guidance is to be adhered to:
- a. **Significant Event or Lessons Learned Reports.** When a SE report is generated, it can be downloaded as a Word document, saved and printed. Due to the information contained within a SE, once downloaded it will remain OFFICIALSENSITIVE (OS). It should only be sent as an attachment in an email to individuals who do not have access to the ASER system and have a genuine requirement to see it. All emails with a SE report attached must be protectively marked as OS.
 - b. **Release of Information from the ASER system.** With the exception of data obtained for internal management, no information is to be released from the ASER system without prior direction and guidance from DMSR SO1 Patient Safety. This includes Subject Access

and Freedom of Information requests.

PAPER SE FORMAT PART 1 AND PART 2

25. All Medical Treatment Facilities (MTFs) and departments within the DMS, (including field medical units and deployed medical capabilities) are to have a system in place to ensure SEs are identified, recorded, investigated, appropriately analysed, and reported. Units that do not have access to the ASER system are to use the paper format available on the front page of the system (or Appendix 1 and 2 to this Annex). Part 1, and if required, Part 2 is to be completed using supporting guidance notes and sent to a pre designated Part 3 owner to be retrospectively uploaded onto the ASER system. No alternative systems are to be used within the DMS. Locally produced SE identification numbers will be superseded by those generated by the ASER system.
26. **ASER System Training.** All DMS personnel are to be familiar with the ASER system and have an active log-in. To support the tutorials and guidance notes on the front page of the ASER system, there is a designated training site that mirrors the live system. A direct link to the training site is on the front page of the system and can be found here. All personnel are encouraged to use this site alongside the training material to familiarise themselves with the ASER system prior to submitting a SE. It is the responsibility of the Healthcare Quality and Safety Leads at Part 2 and the Comd HQs at Part 3 to cascade and encourage training within their AOR.
27. **DMS ASER System Alerts and Upgrades.** All alerts and information on upgrades to the ASER system will be posted on the front page by Defence Statistics. Should the ASER system fail or shut down for upgrading, all SEs are to be recorded using the paper SE format and uploaded to the system at a later date.

CHANGE REQUESTS TO THE ASER SYSTEM

28. All user issues and up-grade requests are to be sent to the CoC at Part 3 initially and then forwarded to DMSR SO1 Patient Safety. Requests will be added to an ASER system 'Change Matrix' for consideration on a regular basis. Training material will be reviewed accordingly.

CONTACT DETAILS

29. Contact details are available on the front page of the ASER system for all Comd HQ Part 3s who are the first PoC for users for any concerns or advice relating to the raising or management of a SE within the relevant CoC.
30. Sentinel SEs or any SEs requiring the **IMMEDIATE** attention of the Regulator are to be reported to the DMSR Patient Safety pillar on:

- a. SO1 Patient Safety:

REDACTED TEXT

b. SO2 Patient Safety:

REDACTED TEXT

J – MOD FLEXIBLE WORKER INDICATIVE VOLUME OF DEMAND

REDACTED TEXT

K – MOD BRAND GUIDELINES

Please see file attached as separate document

Call-Off Schedule 5 (Pricing Details)

REDACTED TEXT

Annex A: Worker Pay

18.4. Initial pay rates to Flexible Workers will be set by the Contracting Authority and subject to flexibility and review points. All pay rates are set at a rate at least equitable to the pay rate of an equivalent grade permanent employee and are paid from day one of the Placement. As such pay rates do not increase when the Flexible Worker reaches 12 weeks of engagement. Any amendments to pay rates will be communicated by the Contracting Authority Contract Management Team only.

18.5. Individual pay rates for specific Flexible Workers are not permitted and all Flexible Workers within each profession and specialism shall, subject to paragraph 1.3 of this Annex A to Call-Off Schedule 5 – Pricing Details receive the same rate of pay. For example, and for the avoidance of doubt, an individual General Practitioner supplied by the Supplier will receive the same rate of pay as every other General Practitioner supplied by the Supplier.

1.3 The Contracting Authority reserves the right to change pay scales for Flexible Workers, and the Supplier may be asked to support and contribute to discussions relating to such adjustments

1.3.1 The Contracting Authority reserves the right to introduce alternative pricing for specific locations and/or professions where it has justifiable evidence that pay rates are having a negative impact upon supply levels, and where alternative options to improve fill have been exhausted.

Annex B - Flexible Worker Pay Rates

REDACTED TEXT

Definitions – Nurses and Allied Health Professionals Pay Rates		
Title	Days covered	Hours covered
Day Plain Rate	Monday to Friday	0600 – 1959
Night Plain Rate	Monday to Friday	2000 – 0559
Day High Rate	Saturday, Sunday and Public Holidays	0600 – 1959
Night High Rate	Saturday, Sunday and Public Holidays	2000 - 0559

MOD Flexible Worker Model Pay Rates



MOD Flexible Worker
Pay Rates.xlsx

Annex C – Flexible Worker Travel and Subsistence Policy

1. GENERAL PROVISIONS

- 1.1 The Contracting Authority shall not pay or reimburse the Supplier for any travel, accommodation, subsistence or other costs incurred by a Flexible Worker in relation to placements and/or the provision of Service Requirements (“**Expenses**”), save as set out in paragraphs 2 (Placements in GB Mainland Locations) and 3 (Placements in Non-GB Mainland Locations) of this Travel and Subsistence Policy below.
- 1.2 Where the Supplier is permitted under this Travel and Subsistence Policy to claim Expenses the Supplier shall not be entitled to claim any amount:
 - 1.2.1 in excess of the Pre-Approved Travel Expenses Limit, Pre-Approved Accommodation Expenses Limit and/or Pre-Approved Subsistence Expenses Limit relating to a placement as included in the Placed Demand Order, save where such expenditure is reasonable (in the sole opinion of the Contracting Authority) and where the Contracting Authority has approved such expenditure in advance of it being incurred; and/or
 - 1.2.2 for which it cannot provide evidence (to the Contracting Authority’s reasonable satisfaction) of the actual expenditure incurred (which must include original receipts).
- 1.3 Any amount of Expenses to be paid by the Contracting Authority under this Travel and Subsistence Policy shall be invoiced and paid in accordance with Annex D to Call-Off Schedule 5 (Payment and Invoicing).

2. PLACEMENTS IN GB MAINLAND LOCATIONS

- 2.1 Where a Flexible Worker is required by the Contracting Authority to undertake Business Travel, the Supplier shall procure that the Flexible Worker shall, prior to undertaking any Business Travel, seek email approval for the requested method of travel (as permitted by paragraph 2.6) from the Hiring Manager.
- 2.2 Where a Flexible Worker is required by the Contracting Authority to undertake Business Travel and the Flexible Worker is required to stay away from home on an overnight basis, the Supplier shall procure that the Flexible Worker shall, prior to undertaking any Business Travel, seek email approval for the requested type of accommodation (as permitted by paragraph 2.7) from the Hiring Manager.
- 2.3 Where a Flexible Worker is required by the Contracting Authority to undertake Business Travel and the Flexible Worker may incur costs in relation to subsistence, the Supplier shall procure that the Flexible Worker shall, prior to undertaking any Business Travel, seek email approval for the likely subsistence costs to be incurred (as permitted by paragraph 2.8) from the Hiring Manager.

- 2.4 Any costs incurred in respect of travel, accommodation and/or subsistence, as set out paragraphs 2.1 to 2.3 above, which do not have the prior approval of the Hiring Manager, shall not be reimbursed by the Contracting Authority.
- 2.5 Examples of the scenario's when Business Travel may be required to be undertaken are, but are not limited to:
- 2.5.1 Attendance at meetings/workshops/conferences at either MOD sites or locations other than the Placement Location, when attendance has been mandated by the Line Manager;
 - 2.5.2 Home visits to provide Services;
 - 2.5.3 Providing Services from an alternative MoD site to that set out in the Placed Demand Order.
- 2.6 **Business Travel – Travel Expenses:**
- 2.6.1. Subject to paragraph 2.1, a Flexible Worker may use the following methods of transport to undertake Business Travel:
- 2.6.1.1. use public transport, provided that:
 - 2.6.1.1.1 the Flexible Worker shall travel only by standard class (i.e. not first class), and wherever possible travel should be at off-peak times. Where the Flexible Worker travels other than in standard class the Contracting Authority shall not be liable for any travel costs; and
 - 2.6.1.1.2 the Flexible Worker shall only travel by taxi for travel to and/or from the nearest rail station or bus route to the alternative Contracting Authority location to that which they are assigned (where it is reasonable, in the Contracting Authority's opinion, to take a taxi);
 - 2.6.1.2. only if permitted by the Mechanised Transport (MT) Manager at the Placement Location, use Contracting Authority MT facilities as directed by the MT Manager; or
 - 2.6.1.3. only in the event that the Flexible Worker has not been permitted to use Contracting Authority MT facilities in accordance with paragraph 2.6.1.2 above, and public transport is impractical (in the Authority's reasonable opinion) or is demonstrably more expensive, can the Flexible Worker use their own private vehicle in accordance with the conditions set out in paragraph 2.6.2 below.
- 2.6.2. Where the Flexible Worker has elected and the Contracting Authority has authorised the Flexible Worker to use its own private vehicle, the Supplier shall procure that the Flexible Worker shall ensure it has adequate business travel car insurance in place.
- 2.6.3. Subject always to the provisions of this paragraph 2.6 and to paragraphs 1.2 and 1.3, the Contracting Authority shall, pay to the Supplier:
- 2.6.3.1 where Business Travel has been undertaken by a Flexible Worker by public transport or taxi, an amount equal to the amount spent on such approved travel by the Supplier or Temporary Worker as set out within a receipt; or

2.6.3.2 where a Flexible Worker has been permitted to use its own private vehicle to undertake Business Travel, subject to appropriate evidence of mileage travelled, an amount as stated in the relevant Contracting Authority policy (Guide to Business Travel) current at the date the journey was taken (which at the date of this Contract is equal to 30p per mile) for each mile travelled by the Flexible Worker. For the avoidance of doubt mileage shall be calculated in accordance with a 'shortest available route' type calculation on a reputable route planner website.

2.7. Business Travel - Accommodation Expenses

2.7.1. Subject to paragraph 2.2. a Flexible Worker may use the following types of accommodation to undertake Business Travel:

2.7.1.1. Service Accommodation: The Contracting Authority preferred method of accommodation is Service Accommodation and Supplier shall procure that the Flexible Worker shall accept any offer of Service Accommodation. Only in the event that the Flexible Worker has not been permitted to use Service Accommodation can the Flexible Worker seek to stay in alternative types of accommodation. Service Accommodation shall be charged at the Non-Entitled Rate during a placement;

2.7.1.2. Hotel/bed and breakfast accommodation: Only in the event that the Flexible Worker has not been permitted to use Service Accommodation shall the Flexible Worker be permitted to use hotel/bed and breakfast accommodation.

2.7.2. Subject always to the provisions of this paragraph 2.7 and to paragraphs 1.2 and 1.3, the Contracting Authority shall, pay to the Supplier:

2.7.2.1 where accommodation Expenses have been incurred by a Flexible Worker in respect of Service Accommodation, an amount equal to the cost of compulsory levied accommodation related costs, as set out within a Mess Bill. For the avoidance of doubt these compulsory levied costs may described as subscriptions, visitor living accommodation and funds, visitors' consumables per day, entertainments, gratuities, improvements. Non-compulsory charges described within a Mess Bill as subscriptions – visitor services and/or wi-fi charges or costs incurred in relation to personal laundry services or other personal items are not valid Expenses and are not eligible to be reimbursed; or

2.7.2.2. where accommodation Expenses have been incurred by a Flexible Worker in respect of hotel and/or bed and breakfast accommodation, an amount equal to the amount spent solely in relation to the provision of accommodation as set out within an invoice/receipt and subject to the Accommodation Cap which will be notified to the Flexible Worker by the Hiring Manager. Costs incurred in relation to personal laundry services or other personal items are not valid Expenses and are not eligible to be reimbursed;

2.8. Business Travel - Subsistence Expenses

2.8.1. Subject to paragraph 2.3, when a Flexible Worker incurs subsistence costs in relation to the purchasing of meals and/or refreshments whilst undertaking Business Travel, such costs shall be capped at:

2.8.1.1. Breakfast - £5.00 per day

2.8.1.2 Lunch - £5.00 per day

2.8.1.3 Dinner - £22.50 per day

2.8.2 Save for the circumstances set out in paragraph 2.8.3 below, where a Flexible Worker is accommodated in Service Accommodation, the Flexible Worker is only eligible for reimbursement of subsistence Expenses incurred within the Service Accommodation and is not eligible for reimbursement of subsistence costs incurred elsewhere. For the avoidance of doubt, when a Flexible Worker is accommodated within Service Accommodation there is an expectation that all meals will be taken within the Service Accommodation.

2.8.3. Only in the circumstance when a Flexible Worker undertaking Business Travel is unable to attend Service Accommodation for the purposes of purchasing meals and/or refreshments as a result of being on-call, will the Flexible Worker be eligible for reimbursement of subsistence costs incurred at locations other than the Service Accommodation. For the avoidance of doubt such scenarios are likely only to be appropriate to paramedics and/or sole practitioners;

2.8.4. Subject always to the provisions of this paragraph 2.8 and to paragraphs 1.2 and 1.3, the Contracting Authority shall, pay to the Supplier:

2.8.4.1. Where subsistence Expenses have been incurred by a Flexible Worker within Service Accommodation, an amount equal to the amount set out in a Mess Bill. For the avoidance of doubt such subsistence costs may described as Messing & PAYD at Sg Mess, or similar. Any costs described within a Mess Bill as Bar Bill, Extra Messing, Miscellaneous Messing and Summer/Winter Ball are not valid Expenses and are not eligible to be reimbursed; or

2.8.4.2. Where subsistence Expenses have been incurred by a Flexible Worker at a location other than Service Accommodation, an amount equal to the amount set out in a receipt or invoice. Any costs described within a receipt or invoice as relating to alcohol, plastic bags, stationery, personal or toiletry items or other miscellaneous costs are not valid Expenses and are not eligible to be reimbursed.

3. PLACEMENTS IN NON-GB MAINLAND LOCATIONS

3.1 Essential Non-Business Travel

3.1.1 Any claims for travel costs permitted in accordance with paragraphs 3.2 and 3.3 below shall only be paid for essential travel (in the Contracting Authority's reasonable opinion) by a Flexible Worker to a Non-GB Mainland Placement Location at the beginning of a placement and for

travel home from a Non-GB Mainland Placement Location at the end of a placement ("**Essential Non-Business Travel**"). For the avoidance of doubt, the Contracting Authority shall not pay for any further travel which is not required for the provision of the Service Requirements, for example if the Flexible Worker wishes to travel home at weekends during the placement.

- 3.1.2 The Contracting Authority shall not pay any amount to the Supplier for any travel costs incurred by a Flexible Worker in respect of travel undertaken either from their home to a GB mainland airport or from a GB mainland airport to the Flexible Workers home.
- 3.1.3 The Contracting Authority shall not pay any amount to the Supplier for any time a Flexible Worker spends travelling to or from a Non-GB Mainland Placement Location. For the avoidance of doubt, the Charges shall only be payable for those hours each day during which a Flexible Worker is directly providing the Service Requirements as required by the Contracting Authority.

3.2 Essential Non-Business Travel by Air to/from Non-GB Mainland Placement Locations

- 3.2.1 Subject to paragraph 1.2, where a Flexible Worker is required to undertake Essential Non-Business Travel by air the Contracting Authority shall pay to the Supplier an amount equal to the cost of such air travel to and/or from the Non-GB Placement Location incurred by the Supplier or the Flexible Worker subject also to the following provisions:

3.2.1.1 Contracting Authority Flights shall be used wherever possible, details of which shall be provided to the Supplier by the Contracting Authority following selection of a Flexible Worker for a placement and booked by the Hiring Manager. Where a Contracting Authority Flight is available no amount shall be paid to the Supplier in respect of air travel;

3.2.1.2. where the Contracting Authority has confirmed that a Contracting Authority Flight is unavailable, the Supplier shall utilise the most cost- effective commercial airline economy airfare available at the time (first class and business class travel is not permitted in any circumstances). Where the cost of such a flight (when added to any sums already incurred on Essential Non-Business Travel for the placement) is less than the Pre-Approved Travel Limit for all Essential Non-Business Travel costs for the placement, the Supplier is not required to seek Contracting Authority approval prior to booking the flights, provided that the Supplier can demonstrate on request that the flight is the most cost effective and the costs incurred are reasonable.

3.2.1.3 where the cost of the flights (when added to any other sums already incurred on Essential Non-Business Travel for placement) will exceed the Pre-Approved Travel Limit for all Essential Non-Business Travel costs for the placement the Supplier must seek the Authority's approval prior to incurring any costs (such approval to be granted by the Contracting Authority if it believes the costs to be reasonable in its sole opinion). In the event that no prior approval is granted by the Authority, the Contracting Authority shall not be liable for any such costs; and

3.2.1.3. the Contracting Authority shall not be liable for any costs incurred by the Supplier associated with air travel where a Flexible Worker travels other than in economy class.

3.3 Essential Non-Business Travel by Public Transport (rail, bus, taxi) to/from Non-GB Mainland Placement Locations

3.3.1 Subject to paragraph 1.2, where a Flexible Worker is required to undertake Essential Non-Business Travel by public transport (excluding air travel) the Contracting Authority shall pay to the Supplier an amount equal to the cost of such public transport incurred by the Supplier or the Temporary Worker, subject also to the following provisions:

3.3.2 The Flexible Worker shall travel only by standard class (i.e. not first class), and wherever possible travel should be at off-peak times. Where the Flexible Worker travels other than in standard class the Contracting Authority shall not be liable for any travel costs;

3.3.3. where a Flexible Worker is reasonably required to travel by taxi to or from a Non-GB Mainland Placement Location prior to the beginning or after the end of a placement, taxi fares shall only be reimbursed by the Contracting Authority for travel to and/or from the nearest rail station or bus route to the Non-GB Mainland Placement Location;

3.3.4. where the cost of public transport (when added to any other sums already incurred on Essential Non-Business Travel for the placement) is less than the Pre-Approved Travel Limit for all Essential Non-Business Travel costs for the placement, the Supplier is not required to seek Contracting Authority approval prior to booking and paying for the public transport, provided that the Supplier can demonstrate to the Contracting Authority on request that the method and route of travel is the most cost effective and the costs incurred are reasonable;

3.3.5. where the amount proposed to be spent by the Supplier or Flexible Worker on public transport (when added to any sums already incurred on Essential Non-Business Travel for the placement) exceeds the Pre-Approved Travel Limit for all Essential Non-Business Travel costs for the placement, the Supplier must seek the Authority's approval prior to incurring such costs (such approval to be granted by the Contracting Authority if it believes the costs to be reasonable in its sole opinion). In the event that no prior approval is granted by the Authority, the Contracting Authority shall not be liable for any such costs;

3.4 Public Transport (rail, bus, taxi) for Business Travel in Non-GB Mainland Placement Locations

3.4.1 Where a Flexible Worker is required by the Contracting Authority to undertake Business Travel from a Non-GB Mainland Placement Location the provisions in relation to Business Travel in GB-Mainland Locations as set out in paragraphs 2.1 to 2.8 above shall apply.

3.5 Accommodation in a Non-GB-Mainland Placement Location

3.5.1 Subject to paragraph 1.2, where a Flexible Worker requests accommodation during a placement in a Non GB-Mainland Location and the Contracting Authority approves, in advance, such a request (acting reasonably taking into account the location of the usual place of residence of the Flexible Worker) the Contracting Authority shall pay to the Supplier an amount equal to the cost of the accommodation incurred by the Supplier or the Flexible Worker subject also to the following provisions:

3.5.1.1 the Flexible Worker shall be offered Service Accommodation at the Placement Location only where available. Such Service Accommodation shall be charged at the Non-Entitled Rate applicable at the Placement Location;

3.5.1.2 the Flexible Worker shall be responsible for paying all accommodation and service charges relating to Service Accommodation including meal charges at the applicable Non-Entitled Rate during a placement;

3.5.1.3 the Contracting Authority shall pay to the Supplier an amount equal to the cost of the compulsory levied Service Accommodation costs, as set out within a Mess Bill, at the applicable Non-Entitled Rate incurred by the Flexible Worker during a placement. For the avoidance of doubt these compulsory levied costs may be described as subscriptions, visitor living accommodation and funds, visitors' consumables per day, entertainments, gratuities, improvements. Non-compulsory charges described within a Mess Bill as subscriptions – visitor services and/or wi-fi are not valid Expenses and are not eligible to be reimbursed;

3.5.1.4 any personal costs incurred by a Flexible Worker such as the costs of alcohol, laundry and other miscellaneous costs shall not be reimbursed by the Contracting Authority;

3.5.1.5 should suitable Service Accommodation be offered and refused by the Flexible Worker, the Flexible Worker shall organise their own accommodation and the Contracting Authority shall not be liable for any costs relating to such accommodation; and

3.5.1.6 where the Contracting Authority confirms that Service Accommodation is not available the Supplier shall arrange accommodation for the Flexible Worker and the Contracting Authority shall reimburse the Supplier for such accommodation costs up to a maximum of the Pre-Approved Accommodation Limit for approved accommodation inclusive of all related expenses until Service Accommodation becomes available.

3.6 Subsistence in a Non-GB-Mainland Placement Location

3.6.1 Save for the circumstances set out in paragraph 3.6.2 below, a Flexible Worker accommodated within Service Accommodation shall only be eligible to reclaim Expenses incurred within the Service

Accommodation and the Contracting Authority will not reimburse subsistence costs incurred elsewhere. For the avoidance of doubt, when a Flexible Worker is accommodated within Service Accommodation there is an expectation that all meals will be taken within the Service Accommodation. The provisions in relation to subsistence in GB-Mainland Locations as set out in paragraphs 2.8.1 to 2.8.4 above shall apply.

3.6.2 Only in the circumstance when a Flexible Worker undertaking Business Travel is unable to attend the Service Accommodation for the purposes of purchasing meals and/or refreshments as a result of being on-call, will the Flexible Worker be eligible for reimbursement of subsistence costs at locations other than the Service Accommodation. For the avoidance of doubt such scenarios are likely only to be appropriate to paramedics and/or sole practitioners;

3.6.3. Where a Flexible Worker incurs subsistence costs the Supplier shall be entitled to claim and the Contracting Authority shall pay to the Supplier an amount equal to the actual amount spent by the Flexible Worker, subject to provision of original receipts evidencing the actual expenditure incurred, and further subject to the Subsistence Cap as set out in paragraph 2.8.1. The Contracting Authority shall not be liable for an amount spent by the Flexible Worker or Supplier on subsistence costs in excess of the Subsistence Cap.

3.6.4 Any personal costs incurred by a Flexible Worker such as the costs of alcohol, laundry and other miscellaneous costs shall not be reimbursed by the Contracting Authority.

Annex D: Payment and Invoicing

1. Payment for the Services will be made using Contracting, Purchasing and Finance (CP&F) and Exostar. Payment will be made by electronic transfer and, prior to submitting any claims for payment, the Supplier shall provide to the Contracting Authority the name and address of the bank, sort code and account number to which all payments should be made and, if requested by the Contracting Authority, any further information where payment is to be made outside of the UK.
2. Within ten (10) Working Days of the end of a Reporting Period, the Supplier shall submit, by email to the email address advised during the Mobilisation Period, the following individual Invoice Submission Requests:
 - 2.1 Mobilisation Fee Invoice Submission Request;
 - 2.2 Annual Management Fee Invoice Submission Request;
 - 2.3 Hourly Transaction Fee Invoice Submission Request – Doctors;
 - 2.4 Hourly Transaction Fee Invoice Submission Request – Nurses
 - 2.5 Hourly Transaction Fee Invoice Submission Request – AHPs;
 - 2.6 Expenses Invoice Submission Request;
 - 2.7 Contingent Labour Hourly Transaction Fee Invoice Submission Request – Doctors;
 - 2.8 Contingent Labour Hourly Transaction Fee Invoice Submission Request – Nurses;
 - 2.9 Contingent Labour Hourly Transaction Fee Invoice Submission Request - AHPs;
 - 2.10 Contingent Labour Expenses Invoice Submission Request.
3. The Mobilisation Fee Invoice Submission Request shall be in respect of any sums due related to Mobilisation Fees.
4. The Annual Management Fee Invoice Submission Request shall be in respect of any sums due related to Annual Management Fees.
5. The Hourly Transaction Fee Invoice Submission Requests shall be in respect of any sums related to hours worked by a Flexible Worker which have been included in any Approved Timesheet Report including a deduction of an amount equal to any Service Credits accrued during the Reporting Period to which the Hourly Transactional Fee Invoice Submission Request relates (as calculated by the Supplier) and any adjustment required as a result of a Contracting Authority issued Reconciliation Notice. For VAT accounting purposes individual Invoice Submission Requests are required in respect of hours worked by Doctors (engaged under a Job Description Unique Identification Reference Number commencing with a D) hours worked by Nurses (engaged under a Job Description Unique Identification Reference Number commencing with an N) and hours worked by AHPs (engaged under a Job Description Unique Identification Reference Number commencing with an A).
6. The Expenses Invoice Submission Requests shall be in respect of any sums related to Expenses incurred which have been included in any Approved Expenses Claim Report.

7. The Contingent Labour Hourly Transaction Fee Invoice Submission Request shall be in respect of any sums related to hours worked by a Temporary Worker which have been included in any Approved Timesheet Report. For VAT accounting purposes individual Invoice Submission Requests are required in respect of hours worked by Doctors (engaged under a Job Description Unique Identification Reference Number commencing with a D) hours worked by Nurses (engaged under a Job Description Unique Identification Reference Number commencing with an N) and hours worked by AHPs (engaged under a Job Description Unique Identification Reference Number commencing with an A).
8. The Contingent Labour Expenses Invoice Submission Request shall be in respect of any sums related to Expenses incurred by a Temporary Worker which have been included in any Approved Expenses Claim Report.
9. Upon receipt of an Invoice Submission Request the Contracting Authority shall review the amount to ensure that it appears reasonable:
 - 9.1 If the Contracting Authority is content that the Invoice Submission Request appears reasonable (notwithstanding that a full Reconciliation of the invoice amount shall take place in accordance with paragraph 12 of this Annex D to Call-Off Schedule 5 – Pricing Details it will, within five (5) Working Days, approve the submission of an invoice, in the exact same sum of the Invoice Submission Request, to Exostar.
 - 9.2 If the Contracting Authority is not content that the Invoice Submission Request appears reasonable:
 - 9.2.1. The Contracting Authority Representative will, within five (5) Working Days of receipt of the Invoice Submission Request, notify the Supplier Authorised Representative.
 - 9.2.2. The Supplier Authorised Representative and the Contracting Authority Representative shall act in good faith to attempt to satisfy the Contracting Authority as to the reasonableness of the Invoice Submission Request amount. The Supplier Authorised Representative shall provide the Contracting Authority Representative with such information (as reasonably requested) to justify the amount sought.
 - 9.2.3. In the event that the Contracting Authority Representative is content, following clarification, that the amount of the Invoice Submission Request is reasonable the Contracting Authority Representative shall approve the submission of an invoice, in the exact same sum of the Invoice Submission Request, to Exostar.
 - 9.2.4. In the event that following clarification the Contracting Authority Representative is still not content (acting reasonably) that the Invoice Submission Request appears reasonable the Contracting Authority shall carry out Reconciliation between the Invoice Submission Request amount and the Invoice Data Reports, Expenses Invoice Data Reports, Service Level Exception Reports, and any other relevant data held in respect of the Services performed and Expenses incurred within ten (10) Working Days. Once the Contracting Authority has completed the Reconciliation and issued a Reconciliation Notice to the Supplier, the Supplier shall submit an invoice for the amount contained in the Reconciliation Notice to Exostar. For the avoidance of doubt no

payment shall be made until such time as the Contracting Authority has Approved the submission of an invoice to Exostar and the invoice has been submitted by the Supplier and Approved for payment by the Contracting Authority.

10. Upon notification by the Supplier that an invoice has been submitted to Exostar the Contracting Authority will, if it is content that the invoice matches the Invoice Submission Request, within ten (10) Working Days (save where there has been a failure of CP&F following submission of the invoice in which case payment shall be made within ten (10) Working Days of CP&F going back online) approve the invoice for payment on CP&F and pay the invoice within ten (10) Working Days of receipt.
11. In the event that the invoice amount does not exactly match the Invoice Submission Request amount the Contracting Authority will, within five (5) Working Days, reject the invoice and notify the Supplier Authorised Representative in order that either a revised invoice can be raised or a revised Invoice Submission Request can be submitted.
12. The Contracting Authority shall within one (1) calendar month of payment being made to the Supplier in accordance with paragraph 10 of this Annex D to Call-Off Schedule 5 – Payment and Invoicing (or, if later, one (1) calendar month from the date on which the Contracting Authority receives the relevant monthly reports from the Supplier) conduct a Reconciliation between the invoice and the relevant Invoice Data Reports as set out in paragraph 9.2.4. of this Annex D to Call-Off Schedule 5 - Payment and Invoicing and other relevant reports and data compiled during the Reporting Period to which the invoice relates. This Reconciliation shall include review of the relevant MI Reports (including the Service Level Exception Reports) to verify the calculation and accuracy of any Service Credit accrued during the Reporting Period.
13. The Contracting Authority shall notify the Supplier of the results of the Reconciliation including any discrepancies between the invoice and the relevant Invoice Data Report, Approved Timesheet Report, Approved Expenses Claim Report, Service Level Exception Reports and the Suppliers Service Credit calculation with five (5) Working Days of such Reconciliation taking place (a 'Reconciliation Notice').
14. The Supplier shall adjust the next invoice submitted to the Contracting Authority following receipt of a Reconciliation Notice to reflect the outcome of the Reconciliation carried out pursuant to paragraph 12 of this Annex D to Call-Off Schedule 5 – Payment and Invoicing, as set out in the Reconciliation Notice (including any adjustment in Service Credits).
15. In the event that the Supplier fails to adjust the next invoice in accordance with paragraph 14 of this Annex D to Call-Off Schedule 5 – Payment and Invoicing, and such adjustment would have resulted in a reduction in the amount payable to the Supplier, the Contracting Authority shall have the right to deduct such amount from the sums paid to the Supplier.
16. In the event that the Supplier disagrees with the Reconciliation Notice the matter shall be resolved in accordance with the Dispute Resolution Procedure set out in the Framework Specification.

Call-Off Schedule 6 (ICT Services)

1. When this Schedule should be used

- 1.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

2. Contracting Authority due diligence requirements

- 2.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
 - 2.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
 - 2.1.2. operating processes and procedures and the working methods of the Contracting Authority;
 - 2.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Contracting Authority Assets; and
 - 2.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Call-Off Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 2.2. The Supplier confirms that it has advised the Contracting Authority in writing of:
 - 2.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
 - 2.2.2. the actions needed to remedy each such unsuitable aspect; and
 - 2.2.3. a timetable for and the costs of those actions.

3. Licensed software warranty

- 3.1. The Supplier represents and warrants that:
 - 3.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Contracting Authority which are necessary for the performance of the Supplier's obligations under this Call-Off Contract including the receipt of the Deliverables by the Contracting Authority;
 - 3.1.2. all components of the Specially Written Software shall:
 - 3.1.2.1. be free from material design and programming errors;
 - 3.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and

3.1.2.3. not infringe any IPR.

4. Provision of ICT Services

4.1. The Supplier shall:

- 4.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR, complies with the interface requirements of the Contracting Authority and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Contracting Authority three (3) Months before the release of any new COTS Software or Upgrade;
- 4.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
- 4.1.3. ensure that the Supplier System will be free of all encumbrances;
- 4.1.4. ensure that the Deliverables are fully compatible with any Contracting Authority Software, Contracting Authority System, or otherwise used by the Supplier in connection with this Call-Off Contract; and
- 4.1.5. minimise any disruption to the Services and the ICT Environment and/or the Contracting Authorities operations when providing the Deliverables.

5. Standards and Quality Requirements

- 5.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 5.2. The Supplier shall seek Approval from the Contracting Authority (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Call-Off Contract.
- 5.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 5.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
 - 5.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Call-Off Contract;
 - 5.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and

- 5.4.3. obey all lawful instructions and reasonable directions of the Contracting Authority (including, if so, required by the Contracting Authority, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Contracting Authority.

6. ICT Audit

- 6.1. The Supplier shall allow any auditor access to the Supplier premises to:
 - 6.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
 - 6.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
 - 6.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

7. Maintenance of the ICT Environment

- 7.1. If specified by the Contracting Authority in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Contracting Authority for Approval in accordance with the timetable and instructions specified by the Contracting Authority.
- 7.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.
- 7.3. The Supplier shall give as much notice as is reasonably practicable to the Contracting Authority prior to carrying out any Emergency Maintenance.
- 7.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

8. Intellectual Property Rights in ICT

8.1. Assignments granted by the Supplier: Specially Written Software

- 8.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Contracting Authority with full guarantee (or shall procure assignment to the Contracting Authority), title to and all rights and interest in the Specially Written Software together with and including:
 - 8.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
 - 8.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools

necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").

8.1.2. The Supplier shall:

- 8.1.2.1. inform the Contracting Authority of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
- 8.1.2.2. deliver to the Contracting Authority the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Contracting Authority and the Contracting Authority shall become the owner of such media upon receipt; and
- 8.1.2.3. without prejudice to paragraph 8.1.2.2, provide full details to the Contracting Authority of any of the Supplier's Existing IPRs or Third Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Contracting Authority and shall procure that any relevant third party licensor shall grant to the Contracting Authority a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Contracting Authority to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

8.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Contracting Authority.

8.2. Licences for non-COTS IPR from the Supplier and third parties to the Contracting Authority

- 8.2.1. Unless the Contracting Authority gives its Approval, the Supplier shall not use any:
 - 8.2.1.1 of its own Existing IPR that is not COTS Software; and
 - 8.2.1.2 third party software that is not COTS Software.
- 8.2.2. Where the Contracting Authority Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Contracting Authority a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose

relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Contracting Authority's (or, if the Contracting Authority is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for this Call-Off Contract Period and after expiry of this Call-Off Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

8.2.3. Where the Contracting Authority Approves the use of third-party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Contracting Authority on terms at least equivalent to those set out in Paragraph 8.2.2. If the Supplier cannot obtain such a licence for the Contracting Authority, it shall:

8.2.3.1. notify the Contracting Authority in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and

8.2.3.2. only use such third party IPR as referred to a paragraph 8.2.3.1 if the Contracting Authority Approves the terms of the licence from the relevant third party.

8.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 8.2.2 above, it must meet the requirement by making use of COTS Software or Specially Written Software.

8.3. Licenses for COTS Software by the Supplier and third parties to the Contracting Authority

8.3.1. The Supplier shall either grant or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Contracting Authority on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

8.3.2. Where the Supplier owns the COTS Software it shall make available the COTS Software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

8.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 8.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licence to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.

8.3.4. The Supplier shall notify the Contracting Authority within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:

8.3.4.1. will no longer be maintained or supported by the developer;
or

8.3.4.2. will no longer be made commercially available.

8.4. Contracting Authorities right to assign/novate licences

8.4.1. The Contracting Authority may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 8.2 (to:

8.4.1.1. a Central Government Body; or

8.4.1.2. to anybody (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Contracting Authority.

8.4.2. If the Contracting Authority ceases to be a Central Government Body, the successor body to the Contracting Authority shall still be entitled to the benefit of the licences granted in paragraph 8.2.

8.5. Licence granted by the Contracting Authority

8.5.1. The Contracting Authority grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Contracting Authority Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Call-Off Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

8.6. Open Source Publication

8.6.1. Unless the Contracting Authority otherwise agrees in advance in writing (and subject to paragraph 8.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Contracting Authority) into a format, which is:

8.6.1.1. suitable for publication by the Contracting Authority as Open Source; and

8.6.1.2. based on Open Standards (where applicable),
and the Contracting Authority may, at its sole discretion, publish the same as Open Source.

8.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

8.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing

the same to ensure that publication by the Contracting Authority will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Contracting Authority System;

8.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Contracting Authority shall not cause any harm or damage to any party using them;

8.6.2.3. do not contain any material which would bring the Contracting Authority into disrepute;

8.6.2.4. can be published as Open Source without breaching the rights of any third party;

8.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Contracting Authority to the Supplier; and

8.6.2.6. do not contain any Malicious Software.

8.6.3. Where the Contracting Authority has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs (and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

8.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and

8.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Contracting Authorities ability to publish such other items or Deliverables as Open Source.

8.7. Malicious Software

8.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

8.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to

restore the provision of the Deliverables to its desired operating efficiency.

8.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 8.7.2 shall be borne by the Parties as follows:

- 8.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Contracting Authority when provided to the Supplier; and
- 8.7.3.2. by the Contracting Authority, if the Malicious Software originates from the Contracting Authority Software or the Contracting Authority Data (whilst the Contracting Authority Data was under the control of the Contracting Authority).

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Annex 1 to this Schedule lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff always fulfil the Key Roles during the Contract Period.
- 1.3 The Contracting Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Contracting Authority or the Contracting Authority Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 **The Supplier shall:**
 - 1.5.1 notify the Contracting Authority promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Contracting Authority may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Contracting Authority considers in any respect unsatisfactory. The Contracting Authority shall not be liable for the cost of replacing any Key Staff.

[Annex 1- Key Roles]

REDACTED TEXT

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

1. BCDR Plan

- 1.1 The Contracting Authority and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Contracting Authorities rights under this Schedule.
- 1.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Contracting Authority for the Contracting Authority's written approval a plan (a "**BCDR Plan**"), which shall detail the processes and arrangements that the Supplier shall follow to:
 - 1.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
 - 1.2.2 the recovery of the Deliverables in the event of a Disaster.
- 1.3 The BCDR Plan shall be divided into three sections:
 - 1.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
 - 1.3.2 Section 2 which shall relate to business continuity (the "**Business Continuity Plan**"); and
 - 1.3.3 Section 3 which shall relate to disaster recovery (the "**Disaster Recovery Plan**").
- 1.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2. General Principles of the BCDR Plan (Section 1)

- 2.1 Section 1 of the BCDR Plan shall:
 - 2.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
 - 2.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Contracting Authority by a Related Supplier;
 - 2.1.3 contain an obligation upon the Supplier to liaise with the Contracting Authority and any Related Suppliers with respect to business continuity and disaster recovery;
 - 2.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Contracting Authority and any of its other Related Suppliers in each case as notified to the Supplier by the Contracting Authority from time to time;

- 2.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
 - 2.1.6 contain a risk analysis, including:
 - 2.1.6.1 failure or disruption scenarios and assessments of likely frequency of occurrence;
 - 2.1.6.2 identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - 2.1.6.3 identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
 - 2.1.6.4 a business impact analysis of different anticipated failures or disruptions;
 - 2.1.7 provide for documentation of processes, including business processes, and procedures;
 - 2.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Contracting Authority;
 - 2.1.9 identify the procedures for reverting to "normal service";
 - 2.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
 - 2.1.11 identify the responsibilities (if any) that the Contracting Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and
 - 2.1.12 provide for the provision of technical assistance to key contacts at the Contracting Authority as required by the Contracting Authority to inform decisions in support of the Contracting Authority's business continuity plans.
- 2.2 The BCDR Plan shall be designed so as to ensure that:
- 2.2.1 the Deliverables are provided in accordance with this Call-Off Contract at all times during and after the invocation of the BCDR Plan;
 - 2.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 2.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 2.2.4 it details a process for the management of disaster recovery testing.
- 2.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 2.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the

Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Call-Off Contract.

3. Business Continuity (Section 2)

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

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

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

3.2 The Business Continuity Plan shall:

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

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

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

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

4. Disaster Recovery (Section 3)

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

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

4.2.1 loss of access to the Contracting Authority Premises;

4.2.2 loss of utilities to the Contracting Authority Premises;

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

4.2.4 loss of a Subcontractor;

4.2.5 emergency notification and escalation process;

4.2.6 contact lists;

4.2.7 staff training and awareness;

- 4.2.8 BCDR Plan testing;
- 4.2.9 post implementation review process;
- 4.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 4.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 4.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 4.2.13 testing and management arrangements.

5. Review and changing the BCDR Plan

5.1 The Supplier shall review the BCDR Plan:

- 5.1.1 on a regular basis and as a minimum once every six (6) Months;
- 5.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 4; and
- 5.1.3 where the Contracting Authority requests in writing any additional reviews (over and above those provided for in Paragraphs 4.1.1 and 4.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Contracting Authority's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs' payable by the Contracting Authority for the Contracting Authority's approval. The costs of both Parties of any such additional reviews shall be met by the Contracting Authority except that the Supplier shall not be entitled to charge the Contracting Authority for any costs that it may incur above any estimate without the Contracting Authority's prior written approval.

5.2 Each review of the BCDR Plan pursuant to Paragraph 4.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Contracting Authority shall reasonably require.

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

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

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

6. Testing the BCDR Plan

6.1 The Supplier shall test the BCDR Plan:

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

6.1.2 in the event of any major reconfiguration of the Deliverables; and

6.1.3 at any time where the Contracting Authority considers it necessary (acting in its sole discretion).

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

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

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

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

6.5.1 the outcome of the test;

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

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

6.6 Following each test, the Supplier shall take all measures requested by the Contracting Authority to remedy any failures in the BCDR Plan and such

remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Contracting Authority.

7. Invoking the BCDR Plan

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

8. Circumstances beyond your control

- 8.1 The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

Call-Off Schedule 9 (Security)

1. Security Requirements

- 1.1 The Contracting Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Contracting Authorities rights under this Schedule.
- 1.2 The Parties acknowledge that the purpose of the ISMS and Security Management Plan are to ensure a good organisational approach to security under which the specific requirements of this Call-Off Contract will be met.
- 1.3 The Parties shall each appoint a security representative to be responsible for Security. **The initial security representatives of the Parties are:**

1.3.1 REDACTED TEXT

1.3.2 REDACTED TEXT

- 1.4 The Contracting Authority shall clearly articulate its high-level security requirements so that the Supplier can ensure that the ISMS, security related activities and any mitigations are driven by these fundamental needs.
- 1.5 Both Parties shall provide a reasonable level of access to any members of their staff for the purposes of designing, implementing and managing security.
- 1.6 The Supplier shall use as a minimum Good Industry Practice in the day to day operation of any system holding, transferring or processing Government Data and any system that could directly or indirectly have an impact on that information, and shall ensure that Government Data remains under the effective control of the Supplier at all times.
- 1.7 The Supplier shall ensure the up-to-date maintenance of a security policy relating to the operation of its own organisation and systems and on request shall supply this document as soon as practicable to the Contracting Authority.
- 1.8 The Contracting Authority and the Supplier acknowledge that information security risks are shared between the Parties and that a compromise of either the Supplier or the Contracting Authorities security provisions represents an unacceptable risk to the Contracting Authority requiring immediate communication and co-operation between the Parties.

2. Information Security Management System (ISMS)

- 2.1 The Supplier shall develop and submit to the Contracting Authority, within twenty (20) Working Days after the Start Date, an information security management system for the purposes of this Contract and shall comply with the requirements of Paragraphs 2.4 to 3.6.
- 2.2 The Supplier acknowledges that the Contracting Authority places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on the security provided by the ISMS and that the Supplier shall be responsible for the effective performance of the ISMS.
- 2.3 The Contracting Authority acknowledges that;
 - 2.3.1 If the Contracting Authority has not stipulated during a further competition that it requires a bespoke ISMS, the ISMS provided by

the Supplier may be an extant ISMS covering the Services and their implementation across the Supplier's estate; and

2.3.2 Where the Contracting Authority has stipulated that it requires a bespoke ISMS then the Supplier shall be required to present the ISMS for the Contracting Authority's Approval.

2.4 The ISMS shall:

2.4.1 if the Contracting Authority has stipulated that it requires a bespoke ISMS, be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Contracting Authority Premises, the Sites, the Supplier System, the Contracting Authority System (to the extent that it is under the control of the Supplier) and any ICT, information and data (including the Contracting Authorities Confidential Information and the Government Data) to the extent used by the Contracting Authority or the Supplier in connection with this Call-Off Contract;

2.4.2 meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph6;

2.4.3 at all times provide a level of security which:

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

2.4.3.2 complies with the Baseline Security Requirements;

2.4.3.3 as a minimum demonstrates Good Industry Practice;

2.4.3.4 where specified by a Contracting Authority that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;

2.4.3.5 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)

2.4.3.6 takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>)

2.4.3.7 complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)

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

2.4.3.9 addresses issues of incompatibility with the Supplier's own organisational security policies; and

2.4.3.10 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 6;

2.4.4 document the security incident management processes and incident response plans;

2.4.5 document the vulnerability management policy including processes for identification of system vulnerabilities and assessment of the potential impact on the Deliverables of any new threat, vulnerability or exploitation technique of which the Supplier becomes aware, prioritisation of security patches, testing of security patches, application of security patches, a process for Contracting Authority approvals of exceptions, and the reporting and audit mechanism detailing the efficacy of the patching policy; and

2.4.6 be certified by (or by a person with the direct delegated authority of) a Supplier's main board representative, being the "Chief Security Officer", "Chief Information Officer", "Chief Technical Officer" or "Chief Financial Officer" (or equivalent as agreed in writing by the Contracting Authority in advance of issue of the relevant Security Management Plan).

2.5 Subject to Paragraph 1 the references to Standards, guidance and policies contained or set out in Paragraph 2.4 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.

2.6 In the event that the Supplier becomes aware of any inconsistency in the provisions of the standards, guidance and policies set out in Paragraph 2.4, the Supplier shall immediately notify the Contracting Authority Representative of such inconsistency and the Contracting Authority Representative shall, as soon as practicable, notify the Supplier as to which provision the Supplier shall comply with.

2.7 If the bespoke ISMS submitted to the Contracting Authority pursuant to Paragraph 2.3.1 is Approved by the Contracting Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the ISMS is not Approved by the Contracting Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Contracting Authority and re-submit it to the Contracting Authority for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible and, in any event, no longer than fifteen (15) Working Days from the date of the first submission of the ISMS to the Contracting Authority. If the Contracting Authority does not Approve the ISMS following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Contracting Authority pursuant to this Paragraph 2 may be unreasonably withheld or delayed. However any failure to approve the ISMS on the grounds that it does not comply with any of the requirements set out in Paragraphs 0 to 0 shall be deemed to be reasonable.

2.8 Approval by the Contracting Authority of the ISMS pursuant to Paragraph 2.7 or of any change to the ISMS shall not relieve the Supplier of its obligations under this Schedule.

3. Security Management Plan

3.1 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Contracting Authority for Approval in accordance

with Paragraph 3 fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Paragraph 3.2

3.2 The Security Management Plan shall:

- 3.2.1 be based on the initial Security Management Plan set out in Annex 2 (Security Management Plan);
- 3.2.2 comply with the Baseline Security Requirements and, where specified by the Contracting Authority in accordance with paragraph 2.4.3 .4, the Security Policy;
- 3.2.3 identify the necessary delegated organisational roles defined for those responsible for ensuring this Schedule is complied with by the Supplier;
- 3.2.4 detail the process for managing any security risks from Subcontractors and third parties authorised by the Contracting Authority with access to the Goods and/or Services, processes associated with the delivery of the Goods and/or Services, the Contracting Authority Premises, the Sites, the Supplier System, the Contracting Authority System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Contracting Authority's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that information, data and/or the Deliverables;
- 3.2.5 unless otherwise specified by the Contracting Authority in writing, be developed to protect all aspects of the Deliverables and all processes associated with the delivery of the Deliverables, including the Contracting Authority Premises, the Sites, the Supplier System, the Contracting Authority System (to the extent that it is under the control of the Supplier) and any ICT, Information and data (including the Contracting Authorities Confidential Information and the Government Data) to the extent used by the Contracting Authority or the Supplier in connection with this Call-Off Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- 3.2.6 set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the delivery of the Deliverables and at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Schedule (including the requirements set out in Paragraph 3.2);
- 3.2.7 demonstrate that the Supplier's approach to delivery of the Deliverables has minimised the Contracting Authority and Supplier effort required to comply with this Schedule through consideration of available, appropriate and practicable pan-government accredited services (for example, 'platform as a service' offering from the G-Cloud catalogue);

3.2.8 set out the plans for transitioning all security arrangements and responsibilities from those in place at the Start Date to those incorporated in the ISMS within the timeframe agreed between the Parties;

3.2.9 set out the scope of the Contracting Authority System that is under the control of the Supplier;

3.2.10 be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing, if necessary, to other Schedules which cover specific areas included within those standards; and

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

3.3 If the Security Management Plan submitted to the Contracting Authority pursuant to Paragraph 3.1 is Approved by the Contracting Authority, it shall be adopted by the Supplier immediately and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not approved by the Contracting Authority, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Contracting Authority and re-submit it to the Contracting Authority for Approval. The Parties shall use all reasonable endeavours to ensure that the Approval process takes as little time as possible, and in any event no longer than fifteen (15) Working Days from the date of the first submission, to the Contracting Authority of the Security Management Plan. If the Contracting Authority does not Approve the Security Management Plan following its resubmission, the matter shall be resolved in accordance with the Dispute Resolution Procedure. No Approval to be given by the Contracting Authority pursuant to this Paragraph may be unreasonably withheld or delayed. However any failure to approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 3.2 shall be deemed to be reasonable.

3.4 Approval by the Contracting Authority of the Security Management Plan pursuant to Paragraph or of any change or amendment to the Security Management Plan shall not relieve the Supplier of its obligations under this Schedule.

4. Amendment of the ISMS and Security Management Plan

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

4.1.1 emerging changes in Good Industry Practice;

4.1.2 any change or proposed change to the Supplier System, the Deliverables and/or associated processes;

4.1.3 any new perceived or changed security threats;

4.1.4 where required in accordance with paragraph 2.4.3.4 any changes to the Security Policy;

4.1.5 any new perceived or changed security threats; and

4.1.6 any reasonable change in requirement requested by the Contracting Authority.

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

4.2.1 suggested improvements to the effectiveness of the ISMS;

4.2.2 updates to the risk assessments;

4.2.3 proposed modifications to the procedures and controls that affect information security to respond to events that may impact on the ISMS; and

4.2.4 suggested improvements in measuring the effectiveness of controls.

4.3 Subject to Paragraph 0, any change which the Supplier proposes to make to the ISMS or Security Management Plan (as a result of a review carried out pursuant to Paragraph 0, a Contracting Authority request, a change to Annex 1 (Security) or otherwise) shall be subject to the Variation Procedure and shall not be implemented until Approved in writing by the Contracting Authority.

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

5. Security Testing

5.1 The Supplier shall conduct Security Tests from time to time (and at least annually across the scope of the ISMS) and additionally after any change or amendment to the ISMS (including security incident management processes and incident response plans) or the Security Management Plan. Security Tests shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Deliverables and the date, timing, content and conduct of such Security Tests shall be agreed in advance with the Contracting Authority. Subject to compliance by the Supplier with the foregoing requirements, if any Security Tests adversely affect the Supplier's ability to deliver the Deliverables to meet the Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for the period of the Security Tests.

5.2 The Contracting Authority shall be entitled to send a representative to witness the conduct of the Security Tests. The Supplier shall provide the Contracting Authority with the results of such Security Tests (in a form approved by the Contracting Authority in advance) as soon as practicable after completion of each Security Test.

5.3 Without prejudice to any other right of audit or access granted to the Contracting Authority pursuant to this Contract, the Contracting Authority and/or its authorised representatives shall be entitled, at any time upon giving

reasonable notice to the Supplier, to carry out such tests (including penetration tests) as it may deem necessary in relation to the ISMS and the Supplier's compliance with the ISMS and the Security Management Plan. The Contracting Authority may notify the Supplier of the results of such tests after completion of each such test. If any such Contracting Authorities test adversely affects the Supplier's ability to deliver the Deliverables to meet the Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for the period of the Contracting Authorities test.

- 5.4 Where any Security Test carried out pursuant to Paragraphs 5.2 or 5.3 reveals any actual or potential Breach of Security or weaknesses (including un-patched vulnerabilities, poor configuration and/or incorrect system management), the Supplier shall promptly notify the Contracting Authority of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Supplier proposes to make in order to correct such failure or weakness. Subject to the Contracting Authority's prior written Approval, the Supplier shall implement such changes to the ISMS and the Security Management Plan and repeat the relevant Security Tests in accordance with the timetable agreed with the Contracting Authority or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where the change to the ISMS or Security Management Plan is to address a non-compliance with the Security Policy or security requirements (as set out in Annex 1 (Baseline Security Requirements) to this Schedule) or the requirements of this Schedule, the change to the ISMS or Security Management Plan shall be at no cost to the Contracting Authority.
- 5.5 If any repeat Security Test carried out pursuant to Paragraph 5.4 reveals an actual or potential Breach of Security exploiting the same root cause failure, such circumstance shall constitute a material Default of this Call-Off Contract.

6. Complying with the ISMS

- 6.1 The Contracting Authority shall be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and/or the Security Policy where such compliance is required in accordance with paragraph 2.4.32.
- 6.2 If, on the basis of evidence provided by such security audits, it is the Contracting Authority's reasonable opinion that compliance with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy are not being achieved by the Supplier, then the Contracting Authority shall notify the Supplier of the same and give the Supplier a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to implement and remedy. If the Supplier does not become compliant within the required time, then the Contracting Authority shall have the right to obtain an independent audit against these standards in whole or in part.
- 6.3 If, as a result of any such independent audit as described in Paragraph the Supplier is found to be non-compliant with the principles and practices of ISO/IEC 27001 and/or, where relevant, the Security Policy then the Supplier shall, at its own expense, undertake those actions required in order to achieve

the necessary compliance and shall reimburse in full the costs incurred by the Contracting Authority in obtaining such audit.

7. Security Breach

7.1 Either Party shall notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any breach of security or any potential or attempted Breach of Security.

7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 7.1 the Supplier shall:

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

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

7.2.1.2 remedy such Breach of Security or any potential or attempted Breach of Security in order to protect the integrity of the Contracting Authority Property and/or Contracting Authority Assets and/or ISMS to the extent that this is within the Supplier's control;

7.2.1.3 apply a tested mitigation against any such Breach of Security or attempted Breach of Security and provided that reasonable testing has been undertaken by the Supplier, if the mitigation adversely affects the Supplier's ability to provide the Deliverables so as to meet the relevant Performance Indicators, the Supplier shall be granted relief against any resultant under-performance for such period as the Contracting Authority, acting reasonably, may specify by written notice to the Supplier;

7.2.1.4 prevent a further Breach of Security or any potential or attempted Breach of Security in the future exploiting the same root cause failure; and

7.2.1.5 supply any requested data to the Contracting Authority (or the Computer Emergency Response Team for UK Government ("GovCertUK")) on the Contracting Authorities request within two (2) Working Days and without charge (where such requests are reasonably related to a possible incident or compromise); and

7.2.1.6 as soon as reasonably practicable provide to the Contracting Authority full details (using the reporting mechanism defined by the ISMS) of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Contracting Authority.

7.3 In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the ISMS with the Security Policy (where relevant) or the requirements of this

Schedule, then any required change to the ISMS shall be at no cost to the Contracting Authority.

8. Vulnerabilities and fixing them

- 8.1 The Contracting Authority and the Supplier acknowledge that from time to time vulnerabilities in the ICT Environment will be discovered which unless mitigated will present an unacceptable risk to the Contracting Authorities information.
- 8.2 The severity of threat vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the ISMS and using the appropriate vulnerability scoring systems including:
 - 8.2.1 the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST <http://nvd.nist.gov/cvss.cfm>); and
 - 8.2.2 Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 8.3 The Supplier shall procure the application of security patches to vulnerabilities within a maximum period from the public release of such patches with those vulnerabilities categorised as 'Critical' within fourteen (14) days of release, 'Important' within thirty (30) days of release and all 'Other' within sixty (60) Working Days of release, except where:
 - 8.3.1 the Supplier can demonstrate that a vulnerability is not exploitable within the context of any Service (e.g. because it resides in a software component which is not running in the service) provided vulnerabilities which the Supplier asserts cannot be exploited within the context of a Service must be remedied by the Supplier within the above timescales if the vulnerability becomes exploitable within the context of the Service;
 - 8.3.2 the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of five (5) days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Contracting Authority; or
 - 8.3.3 the Contracting Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the ISMS.
- 8.4 The Specification and Mobilisation Plan (if applicable) shall include provisions for major version upgrades of all COTS Software to be upgraded within six (6) Months of the release of the latest version, such that it is no more than one major version level below the latest release (normally codified as running software no older than the 'n-1 version') throughout the Term unless:
 - 8.4.1 where upgrading such COTS Software reduces the level of mitigations for known threats, vulnerabilities or exploitation

techniques, provided always that such upgrade is made within twelve (12) Months of release of the latest version; or

8.4.2 is agreed with the Contracting Authority in writing.

8.5 The Supplier shall:

- 8.5.1 implement a mechanism for receiving, analysing and acting upon threat information supplied by GovCertUK, or any other competent Central Government Body;
- 8.5.2 ensure that the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) is monitored to facilitate the detection of anomalous behaviour that would be indicative of system compromise;
- 8.5.3 ensure it is knowledgeable about the latest trends in threat, vulnerability and exploitation that are relevant to the ICT Environment by actively monitoring the threat landscape during the Contract Period;
- 8.5.4 pro-actively scan the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 2.3.5;
- 8.5.5 from the date specified in the Security Management Plan provide a report to the Contracting Authority within five (5) Working Days of the end of each Month detailing both patched and outstanding vulnerabilities in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and any elapsed time between the public release date of patches and either time of application or for outstanding vulnerabilities the time of issue of such report;
- 8.5.6 propose interim mitigation measures to vulnerabilities in the ICT Environment known to be exploitable where a security patch is not immediately available;
- 8.5.7 remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the ICT Environment); and
- 8.5.8 inform the Contracting Authority when it becomes aware of any new threat, vulnerability or exploitation technique that has the potential to affect the security of the ICT Environment and provide initial indications of possible mitigations.

8.6 If the Supplier is unlikely to be able to mitigate the vulnerability within the timescales under this Paragraph8, the Supplier shall immediately notify the Contracting Authority.

8.7 A failure to comply with Paragraph 8.3shall constitute a Default, and the Supplier shall comply with the Rectification Plan Process.

Part B – Annex 1: Baseline security requirements

1. Handling Classified information

- 1.1 The Supplier shall not handle Contracting Authority information classified SECRET or TOP SECRET except if there is a specific requirement and in this case prior to receipt of such information the Supplier shall seek additional specific guidance from the Contracting Authority.

2. End user devices

- 2.1 When Government Data resides on a mobile, removable or physically uncontrolled device it must be stored encrypted using a product or system component which has been formally assured through a recognised certification process of the UK Government Communications Electronics Security Group ("CESG") to at least Foundation Grade, for example, under the CESG Commercial Product Assurance scheme ("CPA").
- 2.2 Devices used to access or manage Government Data and services must be under the management authority of Contracting Authority or Supplier and have a minimum set of security policy configuration enforced. These devices must be placed into a 'known good' state prior to being provisioned into the management authority of the Contracting Authority. Unless otherwise agreed with the Contracting Authority in writing, all Supplier devices are expected to meet the set of security requirements set out in the End User Devices Security Guidance (<https://www.ncsc.gov.uk/guidance/end-user-device-security>). Where the guidance highlights shortcomings in a particular platform the Supplier may wish to use, then these should be discussed with the Contracting Authority and a joint decision shall be taken on whether the residual risks are acceptable. Where the Supplier wishes to deviate from the CESG guidance, then this should be agreed in writing on a case by case basis with the Contracting Authority.

3. Data Processing, Storage, Management and Destruction

- 3.1 The Supplier and Contracting Authority recognise the need for the Contracting Authorities information to be safeguarded under the UK Data Protection regime or a similar regime. To that end, the Supplier must be able to state to the Contracting Authority the physical locations in which data may be stored, processed and managed from, and what legal and regulatory frameworks Government Data will always be subject to.
- 3.2 The Supplier shall agree any change in location of data storage, processing and administration with the Contracting Authority in accordance with Clause 14 (Data protection).
- 3.3 The Supplier shall:
- 3.3.1 provide the Contracting Authority with all Government Data on demand in an agreed open format;
 - 3.3.2 have documented processes to guarantee availability of Government Data in the event of the Supplier ceasing to trade;
 - 3.3.3 securely destroy all media that has held Government Data at the end of life of that media in line with Good Industry Practice; and

- 3.3.4 securely erase any or all Government Data held by the Supplier when requested to do so by the Contracting Authority.

4. Ensuring secure communications

- 4.1 The Contracting Authority requires that any Government Data transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device must be encrypted using a product or system component which has been formally assured through a certification process recognised by CESG, to at least Foundation Grade, for example, under CPA.
- 4.2 The Contracting Authority requires that the configuration and use of all networking equipment to provide the Services, including those that are located in secure physical locations, are at least compliant with Good Industry Practice.

5. Security by design

- 5.1 The Supplier shall apply the 'principle of least privilege' (the practice of limiting systems, processes and user access to the minimum possible level) to the design and configuration of IT systems which will process or store Government Data.
- 5.2 When designing and configuring the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) the Supplier shall follow Good Industry Practice and seek guidance from recognised security professionals with the appropriate skills and/or a CESG Certified Professional certification (<https://www.ncsc.gov.uk/articles/cesg-certification-ia-professionals-and-guidance-certification-ia-professionals-documents>) for all bespoke or complex components of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier).

6. Security of Supplier Staff

- 6.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work.
- 6.2 The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
- 6.3 The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Contracting Authority in writing.
- 6.4 All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Contracting Authority in writing, this training must be undertaken annually.
- 6.5 Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer

need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

7. Restricting and monitoring access

7.1 The Supplier shall operate an access control regime to ensure all users and administrators of the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) are uniquely identified and authenticated when accessing or administering the Services. Applying the 'principle of least privilege', users and administrators shall be allowed access only to those parts of the ICT Environment that they require. The Supplier shall retain an audit record of accesses.

8. Audit

8.1 The Supplier shall collect audit records which relate to security events in the systems or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include:

8.1.1 Logs to facilitate the identification of the specific asset which makes every outbound request external to the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier). To the extent the design of the Deliverables allows such logs shall include those from DHCP servers, HTTP/HTTPS proxy servers, firewalls and routers.

8.1.2 Security events generated in the ICT Environment (to the extent that the ICT Environment is within the control of the Supplier) and shall include: privileged account log-on and log-off events, the start and termination of remote access sessions, security alerts from desktops and server operating systems and security alerts from third party security software.

8.2 The Supplier and the Contracting Authority shall work together to establish any additional audit and monitoring requirements for the ICT Environment.

8.3 The Supplier shall retain audit records collected in compliance with this Paragraph 8 for a period of at least six (6) Months.

Part B – Annex 2 - Security Management Plan

REDACTED TEXT

Appendix 1: SECURITY ASPECT LETTER- Flexible Resource Pool (STAFF BANK)

Date of Issue: REDACTED TEXT

Flexible Healthcare
Resourcing Healthcare Plans

Coltman House
DMS Whittington,

Lichfield,

For the attention of:

REDACTED TEXT

ITT/CONTRACT NUMBER & TITLE: FRAMEWORK AGREEMENT RM6158 – FLEXIBLE RESOURCE POOL – STAFF BANK

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced ITT that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
Information relating to mechanisms of injuries disclosed during clinical consultation.	Official-Sensitive
Information related to patient health accessed via electronic health records.	Official-Sensitive
Information related to security clearance levels at MoD Sites.	Official-Sensitive

3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this ITT have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply should the ITT be

unsuccessful.

4. Will you please confirm that:

4.1 This definition of the classified aspects of the referenced Invitation to Tender has been brought to the attention of the person directly responsible for security of classified material

4.2 The definition is fully understood

4.3 Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

4.4 All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this ITT.

5. If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6. Classified Information associated with this ITT must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7. Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76.

Yours faithfully

Copy via email to:

[DES PSyA-SecurityAdviceCentre \(MULTIUSER\)](#)

[SPO DSR-STInd \(MULTIUSER\)](#)

[ISS Des-DAIS-SRAAcc4-IA](#)

Annex 1: SECURITY ASPECT LETTER - UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: [REDACTED TEXT](#)).

Definitions

2. The term "Authority" for the purposes of this Annex means the HMG Contracting Authority.

3. The term "Classified Material" for the purposes of this Annex means classified information and assets.

Security Grading

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

Security Conditions

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Suppliers are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk

assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.

<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>

<https://www.gov.uk/government/publications/defence-condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

Access

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a "need-to-know", have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf

Hard Copy Distribution

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL

or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

Electronic Communication and Telephony and Facsimile Services

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

Use of Information Systems

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

24.1 Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of “least privilege” will be applied to System Administrators. Users of the IT System (Administrators) should not conduct ‘standard’ User functions using their privileged accounts.

24.2 Identification and Authentication (ID&A). All systems are to have the following functionality:

24.2.1 Up-to-date lists of authorised users.

24.2.2 Positive identification of all users at the start of each processing session.

24.3 Passwords. Passwords are part of most ID&A security measures. Passwords are to be “strong” using an appropriate method to achieve this, e.g. including numeric and “special” characters (if permitted by the system) as well as alphabetic characters.

24.4 Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

24.5 Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

24.6 Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

24.6.1 The following events shall always be recorded:

24.6.1.1 All log on attempts whether successful or failed,

24.6.1.2 Log off (including time out where applicable),

24.6.1.3 The creation, deletion or alteration of access rights and privileges,

24.6.1.4 The creation, deletion or alteration of passwords.

24.6.2 For each of the events listed above, the following information is to be recorded:

24.6.2.1 Type of event,

24.6.2.2 User ID,

24.6.2.3 Date & Time,

24.6.2.4 Device ID.

24.7 The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

24.8 Integrity & Availability. The following supporting measures are to be implemented:

24.8.1 Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),

24.8.2 Defined Business Contingency Plan,

24.8.3 Data backup with local storage,

24.8.4 Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),

24.8.5 Operating systems, applications and firmware should be supported,

24.8.6 Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

24.9 Logon Banners. Wherever possible, a "Logon Banner" will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

24.9.1 "Unauthorised access to this computer system may constitute a criminal offence"

24.10 Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

24.11 Internet Connections. Computer systems must not be connected direct to the Internet or “un-trusted” systems unless protected by a firewall (a software based personal firewall is the minimum, but risk assessment and management must be used to identify whether this is sufficient).

24.12 Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites¹. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is

to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

Loss and Incident Reporting

29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD’s Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

JSyCC WARP Contact Details Email: REDACTED TEXT (OFFICIAL with no NTK restrictions) RLI Email: REDACTED TEXT

Telephone (Office hours): REDACTED TEXT

JSyCC Out of hours Duty Officer: REDACTED TEXT

Mail: JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf

Sub-Contracts

31. Where the Supplier wishes to sub-contract any elements of a Contract to Sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Supplier shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Supplier wish to Sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the Security Policy Framework Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf

33. If the sub-contract is approved, the Supplier will flow down the Security Conditions in line with paragraph 30 above to the Sub-Contractors. Suppliers located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

Publicity Material

34. Suppliers wishing to release any publicity material or display hardware that arises from a Contract to which these Security Conditions apply must seek the prior approval of the

Authority. Publicity material includes open publication in the Supplier's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

Physical Destruction

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Supplier to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

Interpretation/Guidance

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

Audit

38. Where considered necessary by the Authority the Supplier shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Suppliers processes and facilities by representatives of the Suppliers' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.

Call-Off Schedule 10 (Exit Management)

1. Supplier must always be prepared for contract exit

- 1.1 The Supplier shall within thirty (30) days from the Start Date provide to the Contracting Authority a copy of its depreciation policy to be used for the purposes of calculating Net Book Value.
- 1.2 During the Contract Period, the Supplier shall promptly:
 - 1.2.1 create and maintain a detailed register of all Supplier Assets (including description, condition, location and details of ownership and status as either Exclusive Assets or Non-Exclusive Assets and Net Book Value) and Sub-contracts and other relevant agreements required in connection with the Deliverables; and
 - 1.2.2 create and maintain a configuration database detailing the technical infrastructure and operating procedures through which the Supplier provides the Deliverables
("Registers").
- 1.3 The Supplier shall:
 - 1.3.1 ensure that all Exclusive Assets listed in the Registers are clearly physically identified as such; and
 - 1.3.2 procure that all licences for Third Party Software and all Sub-Contracts shall be assignable and/or capable of novation (at no cost or restriction to the Contracting Authority) at the request of the Contracting Authority to the Contracting Authority (and/or its nominee) and/or any Replacement Supplier upon the Supplier ceasing to provide the Deliverables (or part of them) and if the Supplier is unable to do so then the Supplier shall promptly notify the Contracting Authority and the Contracting Authority may require the Supplier to procure an alternative Subcontractor or provider of Deliverables.
- 1.4 Each Party shall appoint an Exit Manager within three (3) Months of the Start Date. The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the expiry or termination of this Call-Off Contract.

2. Assisting re-competition for Deliverables

- 2.1 The Supplier shall, on reasonable notice, provide to the Contracting Authority and/or its potential Replacement Suppliers (subject to the potential Replacement Suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Contracting Authority shall reasonably require in order to facilitate the preparation by the Contracting Authority of any invitation to tender and/or to facilitate any potential Replacement Suppliers undertaking due diligence (the "**Exit Information**").
- 2.2 The Supplier acknowledges that the Contracting Authority may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective Replacement

Supplier to the extent that such disclosure is necessary in connection with such engagement.

- 2.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Contracting Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any Deliverables (and shall consult the Contracting Authority in relation to any such changes).
- 2.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those Deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

3. Exit Plan

- 3.1 The Supplier shall, within three (3) Months after the Start Date, deliver to the Contracting Authority an Exit Plan which complies with the requirements set out in Paragraph 3.1 of this Schedule and is otherwise reasonably satisfactory to the Contracting Authority.
- 3.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 3.1, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 3.3 The Exit Plan shall set out, as a minimum:
- 3.3.1 a detailed description of both the transfer and cessation processes, including a timetable;
 - 3.3.2 how the Deliverables will transfer to the Replacement Supplier and/or the Contracting Authority;
 - 3.3.3 details of any contracts which will be available for transfer to the Contracting Authority and/or the Replacement Supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 3.3.4 proposals for the training of key members of the Replacement Supplier's staff in connection with the continuation of the provision of the Deliverables following the Expiry Date;
 - 3.3.5 proposals for providing the Contracting Authority or a Replacement Supplier copies of all documentation relating to the use and operation of the Deliverables and required for their continued use;
 - 3.3.6 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Deliverables;
 - 3.3.7 proposals for the identification and return of all Contracting Authority Property in the possession of and/or control of the Supplier or any third party;
 - 3.3.8 proposals for the disposal of any redundant Deliverables and materials;

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

3.3.10 any other information or assistance reasonably required by the Contracting Authority or a Replacement Supplier.

3.4 The Supplier shall:

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

3.4.1.1 every six (6) months throughout the Contract Period; and

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

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

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

3.4.2 jointly review and verify the Exit Plan if required by the Contracting Authority and promptly correct any identified failures.

3.5 Only if (by notification to the Supplier in writing) the Contracting Authority agrees with a draft Exit Plan provided by the Supplier under Paragraph 3.2 or 3.4 (as the context requires), shall that draft become the Exit Plan for this Call-Off Contract.

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

4. Termination Assistance

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

4.1.1 the nature of the Termination Assistance required; and

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

4.2 The Contracting Authority shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months

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

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

5. Termination Assistance Period

5.1 Throughout the Termination Assistance Period the Supplier shall:

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

5.1.2 provide to the Contracting Authority and/or its Replacement Supplier any reasonable assistance and/or access requested by the Contracting Authority and/or its Replacement Supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the Deliverables to the Contracting Authority and/or its Replacement Supplier;

5.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Contracting Authority;

5.1.4 subject to Paragraph 5.3, provide the Deliverables and the Termination Assistance at no detriment to the Performance Indicators (PI's) or Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Call-Off Contract;

5.1.5 at the Contracting Authorities request and on reasonable notice, deliver up-to-date Registers to the Contracting Authority;

5.1.6 seek the Contracting Authorities prior written consent to access any Contracting Authority Premises from which the de-installation or removal of Supplier Assets is required.

5.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 5.1 without additional costs to the Contracting Authority, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.

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

6. Obligations when the contract is terminated

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

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

6.2.1 vacate any Contracting Authority Premises;

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

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

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

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

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

7. Assets, Sub-contracts and Software

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

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

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

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

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

7.2.2 which, if any, of:

7.2.2.1 the Exclusive Assets that are not Transferable Assets; and

7.2.2.2 the Non-Exclusive Assets,

7.2.2.3 the Contracting Authority and/or the Replacement Supplier requires the continued use of; and

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

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

7.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Contracting Authority and/or the Replacement Supplier for their Net Book Value less any amount already paid for them through the Charges.

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

7.5 Where the Contracting Authority 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:

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

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

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

7.7 The Contracting Authority shall:

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

7.7.2 once a Transferring Contract is novated or assigned to the Contracting Authority and/or the Replacement Supplier, discharge all the

obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the Replacement Supplier does the same.

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

7.9 The Supplier shall indemnify the Contracting Authority (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 Contracting Authority (and/or Replacement Supplier) pursuant to Paragraph 7.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract. Clause 19 (Other people's rights in this contract) shall not apply to this Paragraph 7.9 which is intended to be enforceable by Third Parties Beneficiaries by virtue of the CRTPA.

8. No charges

8.1 Unless otherwise stated, the Contracting Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

9. Dividing the bills

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

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

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

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

Call-Off Schedule 11 (Installation Works)

Not Used

Call-Off Schedule 12 (Clustering)

Not Used

Call-Off Schedule 13 (Mobilisation Plan and Implementation Plan)

Part A – Mobilisation and Implementation

1. Agreeing and following the Mobilisation and Implementation Plans

- 1.1 The draft Mobilisation Plan provided by the Supplier within the tender submission will be discussed between the Parties at the Initial Meeting and the Parties shall use reasonable endeavours to agree the content. The Supplier shall provide a further draft Mobilisation Plan within ten (10) Working Days of the Initial Meeting.
- 1.2 The draft Mobilisation Plan:
 - 1.2.1 must contain information at the level of detail necessary to manage the Mobilisation Period effectively and as the Contracting Authority may otherwise require; and
 - 1.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 1.3 The Supplier shall provide a draft Implementation Plan within ten (10) Working Days of the Initial Meeting and the Parties shall use reasonable endeavours to agree the contents.
- 1.4 The draft Implementation Plan:
 - 1.4.1 must contain information, as agreed between the Parties at the Initial Meeting, at the level of detail necessary to manage the Implementation Period effectively and as the Contracting Authority may otherwise require; and
 - 1.4.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 1.5 If the Parties are unable to agree the contents of either the Mobilisation Plan or the Implementation Plan within twenty (20) Working Days of submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 1.6 The Supplier shall provide each of the Deliverable Items identified in the Mobilisation and Implementation Plans by the date assigned to that Deliverable Item in the relevant Plan so as to ensure that each Milestone identified in the Mobilisation Plan and Implementation Plan is Achieved on or before its Milestone Date.
- 1.7 The Supplier shall monitor its performance against the Mobilisation Plan and Implementation Plan and Milestones (if any) and report to the Contracting Authority on such performance.

2. Reviewing and changing the Mobilisation and Implementation Plans

- 2.1 Subject to Paragraph 3.3 the Supplier shall keep the Mobilisation Plan and Implementation Plans under review in accordance with the Contracting Authorities instructions and ensure that they are updated on a regular basis.

2.2 The Contracting Authority shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Mobilisation and Implementation Plan.

2.3 Changes to any Milestones, shall only be made in accordance with the Variation Procedure.

2.4 Time in relation to compliance with the Mobilisation Plan and Implementation Plan shall be of the essence and failure of the Supplier to comply with the Mobilisation Plan and/or Implementation Plan shall be a material Default.

3. Security requirements before the Start Date

3.1 The Supplier shall note that it is incumbent upon them to understand the lead-in period for security clearances and ensure that all Supplier Staff have the necessary security clearance in place before this Call-Off Start Date. The Supplier shall ensure that this is reflected in their Mobilisation and Implementation Plans.

3.2 The Supplier shall ensure that all Supplier Staff and Subcontractors do not access the Contracting Authorities IT systems, or any IT systems linked to the Contracting Authority, unless they have satisfied the Contracting Authority's security requirements.

3.3 The Supplier shall be responsible for providing all necessary information to the Contracting Authority to facilitate security clearances for Supplier Staff and Subcontractors in accordance with the Contracting Authority's requirements.

3.4 The Supplier shall provide the names of all Supplier Staff and Subcontractors and inform the Contracting Authority of any alterations and additions as they take place throughout this Call-Off Contract.

3.5 The Supplier shall ensure that all Supplier Staff and Subcontractors requiring access to the Contracting Authority Premises have the appropriate security clearance. It is the Supplier's responsibility to establish whether or not the level of clearance will be sufficient for access. Unless prior approval has been received from the Contracting Authority, the Supplier shall be responsible for meeting the costs associated with the provision of security cleared escort services.

3.6 If a property requires Supplier Staff or Subcontractors to be accompanied by the Contracting Authorities Authorised Representative, the Contracting Authority must be given reasonable notice of such a requirement, except in the case of emergency access.

4. What to do if there is a Delay

4.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Call-Off Contract it shall:

4.1.1 notify the Contracting Authority as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;

4.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;

4.1.3 comply with the Contracting Authorities instructions in order to address the impact of the Delay or anticipated Delay; and

4.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

5. Mobilisation and Implementation Plans

5.1 In accordance with the Mobilisation and Implementation Plans, the Supplier shall:

5.1.1 work cooperatively and in partnership with the Contracting Authority, any incumbent Contingent Labour supplier, and other Framework Supplier(s), where applicable, to understand the scope of Services to ensure a mutually beneficial handover of the Services;

5.2 The Mobilisation and Implementation Plans will include detail stating:

5.2.1 how the Supplier will work with any incumbent Contingent Labour Supplier and the Contracting Authority Authorised Representative to capture and load up information such as asset data; and

5.2.2 a communications plan, to be produced and implemented by the Supplier, but to be agreed with the Contracting Authority, including the frequency, responsibility for and nature of communication with the Contracting Authority and end users of the Services.

5.3 In addition, the Supplier shall:

5.3.1 appoint a Supplier Authorised Representative who shall be responsible for the management of the Mobilisation and Implementation Periods, to ensure that the Mobilisation and Implementation Periods are planned and resourced adequately, and who will act as a point of contact for the Contracting Authority;

5.3.2 mobilise all the Services specified in the Specification within this Call-Off Contract;

5.3.3 manage and report progress against the Mobilisation Plan and the Implementation Plan;

5.3.4 construct and maintain a Mobilisation and Implementation Period risk and issue register in conjunction with the Contracting Authority, detailing how risks and issues will be effectively communicated to the Contracting Authority in order to mitigate them;

5.3.5 attend progress meetings (frequency of such meetings shall be agreed between the Parties during the Mobilisation Period in accordance with the Contracting Authorities requirements during both the Mobilisation and the Implementation Periods. Such meetings shall be chaired by the Contracting Authority and all meeting minutes shall be kept and published by the Supplier; and

5.3.6 ensure that all risks associated with the Mobilisation and Implementation Periods are minimised to ensure a seamless change of control between any incumbent Contingent Labour provider and the Supplier.

6. Mobilisation and Implementation Periods

- 6.1 The Mobilisation Period will be a three (3) month period from the commencement of this Call-Off Contract.
- 6.2 The Implementation Period will be the period commencing from initial operating capability (IOC) until full operating capability (FOC).
- 6.3 During the Mobilisation Period the Supplier will not have responsibility for the provision of Flexible Workers nor the management of Contingent Labour on behalf of the Contracting Authority. The Supplier's full-service obligations shall formally be assumed on the Call-Off Start Date as set out in Order Form.

Call-Off Schedule 14 (Service Levels)

What happens if you don't meet the Service Levels

- 1.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 1.2 The Supplier acknowledges that any Service Level Failure shall entitle the Contracting Authority 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 Contracting Authority as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 1.3 The Supplier shall send Performance Monitoring Reports to the Contracting Authority detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 1.4 A Service Credit shall be the Contracting Authority's exclusive financial remedy for a Service Level Failure except where:
 - 1.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
 - 1.4.2 the Service Level Failure:
 - 1.4.2.1 exceeds the relevant Service Level Threshold;
 - 1.4.2.2 has arisen due to a Prohibited Act or wilful Default by the Supplier;
 - 1.4.2.3 results in the corruption or loss of any Government Data; and/or
 - 1.4.2.4 results in the Contracting Authority being required to make a compensation payment to one or more third parties; and/or
 - 1.4.3 the Contracting Authority is otherwise entitled to or does terminate this Call-Off Contract pursuant to Clause 10.4 (CCS and Contracting Authority Termination Rights).
- 1.5 Not more than once in each Contract Year, the Contracting Authority 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:
 - 1.5.1 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;
 - 1.5.2 the principal purpose of the change is to reflect changes in the Contracting Authority business requirements and/or priorities or to reflect changing industry standards; and
 - 1.5.3 there is no change to the Service Credit Cap.

2. Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

- 2.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 2.2 the Contracting Authority 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 2 shall be without prejudice to the right of the Contracting Authority to terminate this Call-Off Contract and/or to claim damages from the Supplier for material Default.

Part A: Service Levels and Service Credits

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 Level Failure to occur, the Supplier shall immediately notify the Contracting Authority in writing and the Contracting Authority, in its absolute discretion and without limiting any other of its rights, may:
 - 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Contracting Authority and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
 - 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
 - 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Contracting Authority; and/or
 - 1.2.4 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 Contracting Authority 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 Credits Table

SERVICE LEVELS				
Service Level Serial Number	Service Level Performance Criteria	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
1	<p>Provision of Flexible Workers (Staff Bank Only)</p> <p>Percentage of hours during each Reporting Period requested by the Contracting Authority within a Placed Demand Order, that are filled by a Flexible Worker who is fully compliant with the requirements of the Demand Order and for whom the Supplier has undertaken all Compliance Checks.</p> <p>For the avoidance of doubt, performance shall be reported within the Reporting Period that the hours were requested within the Placed Demand Order. e.g. If a Placed Demand Order requires hours to be filled across Reporting Periods 1, 2 and 3, performance will</p>	<p>Reporting Period one (1) - at least 15%</p> <p>Reporting Period two (2) - at least 30%</p> <p>Reporting Period three (3) - at least 50%</p> <p>Reporting Period four (4) - at least 55%</p> <p>Reporting Period five (5) to Reporting Period nine (9) - at least 60%</p> <p>Reporting Period ten (10) to Reporting Period twelve (12) - at least 65%</p> <p>Reporting Period thirteen (13) + - at least 70%</p>	<p>Reporting Period one (1) - 10%</p> <p>Reporting Period two (2) - 25%</p> <p>Reporting Period three (3) - 45%</p> <p>Reporting Period four (4) - 50%</p> <p>Reporting Period five (5) to Reporting Period nine (9) - 55%</p> <p>Reporting Period ten (10) to Reporting Period twelve (12) - 60%</p> <p>Reporting Period thirteen (13) + - 65%</p>	<p>1.2% Service Credit gained for each 1% under the specified performance measure.</p>

	be reported within the MI Reporting for Reporting Periods 1, 2 and 3.			
2	<p>Provision of Flexible and/or Temporary Workers</p> <p>Percentage of hours during each Reporting Period requested by the Contracting Authority within a Placed Demand Order, that are filled by either a Flexible Worker who is fully compliant with the requirements of the Demand Order and for whom the Supplier has undertaken all Compliance Checks, or a Temporary Worker.</p>	<p>Reporting Period one (1) - at least 15%</p> <p>Reporting Period two (2) - at least 30%</p> <p>Reporting Period three (3) - at least 50%</p> <p>Reporting Period four (4) - at least 75%</p> <p>Reporting Period five (5) + - at least 80%</p>		
3a	<p>Control and Management of Contingent Labour – Vacancy Cascade</p> <p>Percentage of Placed Demand Orders raised by the Contracting Authority during each Reporting Period against which the Supplier has been unable to supply a Flexible worker that were forwarded to</p>	100%		

	Contingent Labour Suppliers in accordance with the process and timeline agreed between the Parties during the Mobilisation Phase.			
3b	Control and Management of Contingent Labour – Invoicing Percentage of Invoices submitted during each Reporting Period which include all Contingent Labour supplier costs in accordance with the process and timeline as set out in Annex D of Call-Off Schedule 5 – Payment and Invoicing.	100%		
3c	Control and Management of Contingent Labour – Transfer Fees Percentage of occasions when a transfer fee is not incurred as a result of a Temporary Worker opting to transfer to the Flexible Resource Pool (Staff Bank).	At least 98%	93%	0.4% Service Credit gained for each 1% under the specified performance measure.
4	Complaint Resolution	100%	95%	

	<p>Percentage of Complaints raised and recorded in the Complaints Register during the Reporting Period relating to the Service Requirements provided by (or the conduct of) Flexible Workers where a resolution (satisfactory to the Contracting Authority, acting reasonably) is achieved within the timescales set out in paragraph 5.42.3.8 of Call-Off Schedule 20 (Call-Off Specification).</p>			<p>0.4% Service Credit gained for each 1% under the specified performance measure.</p>
5a	<p>Continuous Improvement (a)</p> <p>Number of viable new initiatives or recommended improvements to the Deliverables, raised by the Supplier for inclusion in the agreed Continuous Improvement Plan, in accordance with Call-Off Schedule 3 (Continuous Improvement) and in particular paragraph 2.3 of this Schedule, during each Contract Year.</p>	At least 4		

5b	Continuous Improvement (b) Proportion of initiatives detailed within the agreed Continuous Improvement Plan which are successfully implemented by the Supplier, to the satisfaction of the Contracting Authority (acting reasonably), within the timescales agreed between the Parties that are detailed in the agreed Continuous Improvement Plan.	At least 50%		
----	---	--------------	--	--

Part B: Performance Monitoring

PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Contracting Authority 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.
- 1.2 The Supplier shall provide the Contracting Authority with 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:
 - 1.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 1.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 1.2.3 details of any Critical Service Level Failures;
 - 1.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 1.2.5 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

- 1.2.6 such other details as the Contracting Authority may reasonably require from time to time.
- 1.3 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 Contracting Authority of the Performance Monitoring Reports.
- 1.4 An agenda for "Performance Review Meetings" shall be agreed between the Parties during the Mobilisation Period.
- 1.5 The Performance Review Meetings shall:
 - 1.5.1 be attended by the Supplier's Representative and the Contracting Authority's Representative; and
 - 1.5.2 be fully minute by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Contracting Authority's Representative and any other recipients agreed at the relevant meeting.

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

- 1.6 The Supplier shall provide to the Contracting Authority such documentation as the Contracting Authority 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.

Satisfaction Surveys

- 2.1 The Contracting Authority may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Contracting Authority shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction surveys reasonably suggest are not in accordance with this Call-Off Contract.

Call-Off Schedule 15 (Call-Off Contract Management)

1. Contract Management

- 1.1 The Supplier and the Contracting Authority shall each appoint a Contract Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.
- 1.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.
- 1.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

2. Role of the Supplier Contract Manager

- 2.1 The Supplier's Contract Manager shall be:
 - 2.1.1 the primary point of contact to receive communication from the Contracting Authority and will also be the person primarily responsible for providing information to the Contracting Authority;
 - 2.1.2 able to delegate his position to another person at the Supplier but must inform the Contracting Authority before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;
 - 2.1.3 able to cancel any delegation and recommence the position himself; and
 - 2.1.4 replaced only after the Contracting Authority has received notification of the proposed change.
- 2.2 The Contracting Authority may provide revised instructions to the Supplier's Contract Manager in regard to this Call-Off Contract and it will be the Supplier's Contract Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
- 2.3 Receipt of communication from the Supplier's Contract Manager by the Contracting Authority does not absolve the Supplier from its responsibilities, obligations or liabilities under this Call-Off Contract.

3. Role of the Operational Board

- 3.1 The Operational Board shall be established by the Contracting Authority for the purposes of this Call-Off Contract on which the Supplier and the Contracting Authority shall be represented.
- 3.2 Operational Board meetings will be held on a quarterly basis, at the Contracting Authority HQ in Lichfield unless otherwise agreed between the Parties. The Operational Board members and planned start date by which the board shall become operational, will be agreed between the Parties during the Mobilisation Period.

- 3.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Contracting Authority board member shall, where appropriate and requested by the Contracting Authority, have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 3.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 3.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Call-Off Contract and to seek the Supplier's contribution to the development of manpower related strategies. The agenda for each meeting shall be set by the Contracting Authority and communicated to the Supplier in advance of that meeting.

4. Contract Risk Management

- 4.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract.
- 4.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Contracting Authority, processes for:
 - 4.2.1 the identification and management of risks;
 - 4.2.2 the identification and management of issues; and
 - 4.2.3 monitoring and controlling project plans.
- 4.3 The Supplier allows the Contracting Authority to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 4.4 The Supplier will maintain a risk register of the risks relating to this Call-Off Contract which the Contracting Authority's and the Supplier have identified.

5. Management Information

- 5.1 the Supplier shall provide Management Information in accordance with the format, content and timescales as specified by the Contracting Authority.
- 5.2 Standard reports shall be as agreed at this Call-Off Start Date. However, the Supplier shall allow for reasonable changes or developments to the standard reports at the request of the Contracting Authority.
- 5.3 Management Information provided to the Contracting Authority will be used to monitor the delivery of the Service in line with the Service levels agreed as part of this Call-Off Contract.
- 5.4 Management Information reporting requirements will include but not be limited to: Annex1

Annex 1: MI Reporting Instructions

1. The Supplier shall provide to the Contracting Authority the following MI Reports:

Serial No.	Reporting Frequency	MI Report Name	Report to include the following Management Information:
1	Monthly	Summary Dashboard Report	<ul style="list-style-type: none"> Details of whether the Service Level Performance Measure for each individual Service Level was achieved during the Reporting Period The actual level of Service Level performance achieved by the Supplier for each individual Service Level for the Reporting Period
2 a	Monthly	Service Level Exception Report (a)	<p>In respect of each individual Service Level 1 Failure:</p> <ul style="list-style-type: none"> The Unique Demand Order Reference Number The Job Description Unique Identification Number (i.e. D1, D2, N1, N2) The total Hours requested within the Demand Order that fall within the Reporting Period The Financial Approval Code The Position Number The total Hours requested within the Demand Order that fall within the Reporting Period that were not filled The reason for the Service Level Failure Supplier's proposed remedial action to prevent future Service Level Failures of this nature UIN applicable to the Demand Order
2 b	Monthly	Service Level Exception Report (b)	<p>In respect of each individual Service Level 2 Failure:</p> <ul style="list-style-type: none"> The Unique Demand Order Reference Number The Job Description Unique Identification Number (i.e. D1, D2, N1, N2) The total Hours requested within the Demand Order that fall within the Reporting Period

			<ul style="list-style-type: none"> • The Financial Approval Code • The Position Number • The total Hours requested within the Demand Order that fall within the Reporting Period that were not filled • The reason for the Service Level Failure • Supplier's proposed remedial action to prevent future Service Level Failures of this nature • UIN applicable to Demand Order
2 c	Monthly	Service Level Exception Report (c)	<p>In respect of each individual Service Level 3a Failure:</p> <ul style="list-style-type: none"> • The Unique Demand Order Reference Number • The Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • The reason for the Service Level Failure • Supplier's proposed remedial action to prevent future Service Level Failures of this nature • UIN applicable to the Demand Order
2 d	Monthly	Service Level Exception Report (d)	<p>In respect of each individual Service Level 3b Failure:</p> <ul style="list-style-type: none"> • Title of Invoice • The reason for the Service Level Failure • Supplier's proposed remedial action to prevent future Service Level Failures of this nature
2 e	Monthly	Service Level Exception Report (e)	<p>In respect of each individual Service Level 3c Failure:</p> <ul style="list-style-type: none"> • Type of transfer fee levied e.g. Temp to Perm, Temp to Temp, Temp to Third Party, Fixed Term • Outline of the circumstances under which the transfer fee became due e.g. extended hire period not completed by Flexible Worker, Flexible Worker taken up employment with a third party • Name of Flexible Worker

			<ul style="list-style-type: none"> • The most recent Unique Demand Order Reference Number in which the Flexible Worker was placed • The Job Description Unique Identification Number (i.e. D1, D2, N1, N2) applicable to the most recent placement in which the Flexible Worker was placed • The reason for the Service Level Failure • Supplier's proposed remedial action to prevent future Service Level Failures of this nature • UIN of the most recent placement in which the Flexible Worker was placed • Total value of transfer fee • Calculation of transfer fee Value • Name of agency to whom the transfer fee is payable
2 f	Monthly	Service Level Exception Report (f)	<p>In respect of each individual Service Level 4 Failure:</p> <ul style="list-style-type: none"> • The Unique Demand Order Reference Number • The Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • The reason for the Service Level Failure • Supplier's proposed remedial action to prevent future Service Level Failure of this nature • UIN of the placement • Date Complaint raised • Date Complaint resolved • Number of Working Days taken to resolve the Complaint • Unique Complaint Reference Number
2 g	Bi-Annually	Service Level Exception Report (g)	<p>In respect of each individual Service Level 5a Failure:</p> <ul style="list-style-type: none"> • The reason for the Service Level Failure • Proposed future actions to resolve the issue • Supplier's proposed remedial action to prevent future Service Level Failure of this nature • Unique Continuous Improvement Initiative Reference Number

2 h	Bi-Annually	Service Level Exception Report (h)	<p>In respect of each individual Service Level 5b Failure:</p> <ul style="list-style-type: none"> • The reason for the Service Level Failure • Proposed future actions to resolve the issue • Supplier's proposed remedial action to prevent future Service Level Failure of this nature • Unique Continuous Improvement Initiative Reference Number • Date of continuous improvement implementation
3	Within ten (10) Working Days of any Contract Review Meeting being held	Performance Review Meeting Minutes	Formal record of discussions and decisions made at the Performance Review Meeting.
4	Monthly	Complaints Report	<p>In respect of each new Complaint raised with the Supplier by the Contracting Authority since the previous Complaints Report was provided and each Complaint which has not yet been fully resolved:</p> <ul style="list-style-type: none"> • Unique Complaint Reference Number • The Unique Demand Order Reference Number to which the Complaint relates • Name of Flexible Worker against whom the Complaint relates • Summary of nature of Complaint • Actions taken by the Supplier in support of resolution • Intended next steps in support of resolution
5a	Monthly	Invoice Data Report (a) (Doctors)	<p>In respect of each Timesheet which has been Approved by the Contracting Authority during the Reporting Period and is to be included in the next Invoice Submission Request submitted by the Supplier to the Contracting Authority:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Flexible Worker

			<ul style="list-style-type: none"> • Flexible Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Timesheet relates were provided • Total pay to Flexible Worker (pay+WTR+ERNIC) • The hourly transaction fee value • Employer pension contribution value • Total cost to Contracting Authority (total pay to Flexible Worker, hourly transaction fee and employer pension contribution) • VAT • Total value of the Approved Timesheet • UIN of the placement • Location of placement • Name of Hiring Manager • Start date of placement as set out in the Placed Demand Order • End date of placement as set out in the Placed Demand Order • The initial price applicable for the provision of Services • The price applicable for the provision of Service Requirements from week 13 • The price applicable for the provision of Service Requirements from week 26 • Tenure discount value • Position Number • Financial Approval Code <p>In respect of each Service Credit included in any Service Level Exception Report issued by the Supplier since the issue of the last Invoice Data Report (a) (Doctors):</p> <ul style="list-style-type: none"> • Unique Demand Order Reference Number of the placement in relation to which the Service Credit was incurred • Total amount of each Service Credit incurred • Relevant Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • UIN of the placement <p>In respect of any adjustment required as a result of a Reconciliation Notice issued by the Contracting</p>
--	--	--	--

			<p>Authority since the issue of the last Reconciliation Notice:</p> <ul style="list-style-type: none"> • Total amount of each individual adjustment • Brief explanation of reason for adjustment • Total amount of adjustments made on Invoices
5b	Monthly	Invoice Data Report (b) (Nurses)	<p>In respect of each Timesheet which has been Approved by the Contracting Authority during the Reporting Period and is to be included in the next Invoice Submission Request submitted by the Supplier to the Contracting Authority:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Flexible Worker • Flexible Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Timesheet relates were provided • Total pay to Flexible Worker (pay+WTR+ERNIC) • The hourly transaction fee value • Employer pension contribution value • Total cost to Contracting Authority (total pay to Flexible Worker, hourly transaction fee and employer pension contribution) • VAT • Total value of the Approved Timesheet • UIN of the placement • Location of placement • Name of Hiring Manager • Start date of placement as set out in the Placed Demand Order • End date of placement as set out in the Placed Demand Order • The initial price applicable for the provision of Services • The price applicable for the provision of Service Requirements from week 13 • The price applicable for the provision of Service Requirements from week 26 • Tenure discount value • Position Number • Financial Approval Code

			<p>In respect of each Service Credit included in any Service Level Exception Report issued by the Supplier since the issue of the last Invoice Data Report (b) (Nurses):</p> <ul style="list-style-type: none"> • Unique Demand Order Reference Number of the placement in relation to which the Service Credit was incurred • Total amount of each Service Credit incurred • Relevant Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • UIN of the placement <p>In respect of any adjustment required as a result of a Reconciliation Notice issued by the Contracting Authority since the issue of the last Reconciliation Notice:</p> <ul style="list-style-type: none"> • Total amount of each individual adjustment • Brief explanation of reason for adjustment • Total amount of adjustments made on Invoices
5c	Monthly	Invoice Data Report (c) (AHPs)	<p>In respect of each Timesheet which has been Approved by the Contracting Authority during the Reporting Period and is to be included in the next Invoice Submission Request submitted by the Supplier to the Contracting Authority:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Flexible Worker • Flexible Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Timesheet relates were provided • Total pay to Flexible worker (pay+WTR+ERNIC) • The hourly transaction fee value • Employer pension contribution value

			<ul style="list-style-type: none"> • Total cost to Contracting Authority (total pay to Flexible Worker, hourly transaction fee and employer pension contribution) • VAT • Total value of the Approved Timesheet • UIN of the placement • Location of placement • Name of Hiring Manager • Start date of placement as set out in the Placed Demand Order • End date of placement as set out in the Placed Demand Order • The initial price applicable for the provision of Services • The price applicable for the provision of Service Requirements from week 13 • The price applicable for the provision of Service Requirements from week 26 • Tenure discount value • Position Number • Financial Approval Code <p>In respect of each Service Credit included in any Service Level Exception Report issued by the Supplier since the issue of the last Invoice Data Report (c) (AHPs):</p> <ul style="list-style-type: none"> • Unique Demand Order Reference Number of the placement in relation to which the Service Credit was incurred • Total amount of each Service Credit incurred • Relevant Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • UIN of the placement <p>In respect of any adjustment required as a result of a Reconciliation Notice issued by the Contracting Authority since the issue of the last Reconciliation Notice:</p> <ul style="list-style-type: none"> • Total amount of each individual adjustment • Brief explanation of reason for adjustment • Total amount of adjustments made on Invoices
--	--	--	---

6	Monthly	Expenses Invoice Data Report	<p>In respect of each Approved Expenses Claim Form included in all Approved Expenses Claim Reports submitted to the Contracting Authority since the previous Expenses Invoice Data Report:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Flexible Worker • Flexible Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Expenses Claim Form relates were provided • Total value of the Expenses claimed (travel expenses, accommodation Expenses and subsistence Expenses) • UIN of the placement • Location of placement • Name of Hiring Manager • Position Number • Financial Approval Code
7a	Monthly	Contingent Labour Invoice Data Report (a) (Doctors)	<p>In respect of each Timesheet which has been Approved by the Contracting Authority during the Reporting Period and is to be included in the next Invoice Submission Request submitted by the Supplier to the Contracting Authority:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Flexible Worker • Temporary Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Timesheet relates were provided • Total pay to Temporary worker (pay+WTR+ERNIC) • The hourly transaction fee value • Employer pension contribution value • Total cost to Contracting Authority (total pay to Temporary Worker, hourly transaction fee and employer pension contribution) • VAT

			<ul style="list-style-type: none"> • Total value of the Approved Timesheet • UIN of the placement • Location of placement • Name of Hiring Manager • Start date of placement as set out in the Placed Demand Order • End date of placement as set out in the Placed Demand Order • The initial price applicable for the provision of Services • The price applicable for the provision of Service Requirements from week 13 • The price applicable for the provision of Service Requirements from week 26 • Tenure discount value • Position Number • Financial Approval Code
7b	Monthly	Contingent Labour Invoice Data Report (b) (Nurses)	<p>In respect of each Timesheet which has been Approved by the Contracting Authority during the Reporting Period and is to be included in the next Invoice Submission Request submitted by the Supplier to the Contracting Authority:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Temporary Worker • Temporary Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Timesheet relates were provided • Total pay to Temporary Worker (pay+WTR+ERNIC) • The hourly transaction fee value • Employer pension contribution value • Total cost to Contracting Authority (total pay to Temporary worker, hourly transaction fee and employer pension contribution) • VAT • Total value of the Approved Timesheet • UIN of the placement • Location of placement • Name of Hiring Manager • Start date of placement as set out in the Placed Demand Order

			<ul style="list-style-type: none"> • End date of placement as set out in the Placed Demand Order • The initial price applicable for the provision of Services • The price applicable for the provision of Services from week 13 • The price applicable for the provision of Services from week 26 • Tenure discount value • Position Number • Financial Approval Code
7c	Monthly	Contingent Labour Invoice Data Report (c) (AHPs)	<p>In respect of each Timesheet which has been Approved by the Contracting Authority during the Reporting Period and is to be included in the next Invoice Submission Request submitted by the Supplier to the Contracting Authority:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Temporary Worker • Temporary Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Timesheet relates were provided • Total pay to Temporary Worker (pay+WTR+ERNIC) • The hourly transaction fee value • Employer pension contribution value • Total cost to Contracting Authority (total pay to Temporary Worker, hourly transaction fee and employer pension contribution) • VAT • Total value of the Approved Timesheet • UIN of the placement • Location of placement • Name of Hiring Manager • Start date of placement as set out in the Placed Demand Order • End date of placement as set out in the Placed Demand Order • The initial price applicable for the provision of Services • The price applicable for the provision of Service Requirements from week 13

			<ul style="list-style-type: none"> • The price applicable for the provision of Service Requirements from week 26 • Tenure discount value • Position Number • Financial Approval Code
8	Monthly	Contingent Labour Expenses Invoice Data Report	<p>In respect of each Approved Expenses Claim Form included in all Approved Expenses Claim Reports submitted to the Contracting Authority since the previous Contingent Labour Expenses Invoice Data Report:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Temporary Worker • Temporary Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Expenses Claim Form relates were provided • Total value of the Expenses claimed (travel Expenses, accommodation Expenses and subsistence Expenses) • UIN of the placement • Location of placement • Name of Hiring Manager • Position Number • Financial Approval Code
9	Weekly	Approved Timesheet Report	<p>In respect of each Timesheet which has been Approved by the Contracting Authority during the previous Working Week and is to be included in the next Invoice Submission Request submitted by the Supplier to the Contracting Authority:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Flexible Worker • Flexible Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Timesheet relates were provided

			<ul style="list-style-type: none"> • Number of hours worked by the Flexible Worker during the Working Week • Total pay to worker (pay+WTR+ERNIC) for each applicable pay band • The hourly transaction fee value • Employer pension contribution value • Total cost to Contracting Authority (total pay to worker, hourly transaction fee and employer pension contribution) • Total value of the Approved Timesheet • UIN of the placement • Location of placement • Name of Hiring Manager • Start date of placement as set out in the Placed Demand Order • End date of placement as set out in the Placed Demand Order • Tenure discounts value • Position Number • Financial Approval Code
10	Weekly	Approved Expenses Claim Report	<p>In respect of each Expenses Claim Form which has been Approved by the Contracting Authority during the previous Working Week and is to be included in the next Invoice Submission Request submitted by the Supplier to the Contracting Authority:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • Name of Flexible Worker • Flexible Worker's National Insurance Number • Week ending date during which the Service Requirements to which the Approved Expenses Claim Form relates were provided • Value of travel related Expenses claimed • Value of accommodation related Expenses claimed • Value of subsistence related Expenses claimed • Total value of the Expenses claimed (travel Expenses, accommodation Expenses and subsistence Expenses) • UIN of the placement • Location of placement

			<ul style="list-style-type: none"> Name of Hiring Manager
11	Quarterly	Supplier Strategic Overview Report	<ul style="list-style-type: none"> Outline of the Supplier's cumulative performance against Service Levels since the Call-Off Start Date Relevant initiatives undertaken by the Supplier during the Quarter in relation to recruitment and retention of Candidates and Flexible Workers The Supplier's assessment of its top three contract related risks which may prevent the Supplier from complying with any of its obligations under this Contract
12	Monthly (only where a Rectification Plan has been agreed and it is still being implemented)	Rectification Plan Report	<ul style="list-style-type: none"> The Service Level Performance Measure for each individual Service Level which is the subject of the agreed Rectification Plan The actual Service Level performance for the Service Level achieved by the Supplier: <ul style="list-style-type: none"> (a) in the period from the date of the agreed Rectification Plan up to the date of the Rectification Plan Report (b) in the last Reporting Period The Supplier's explanation for failure to implement the Rectification Plan (if applicable) In the event that the Supplier has not fully implemented the Rectification Plan, the Supplier's further proposed service improvements for each individual Service Levels which is the subject of the Rectification Plan
13	Monthly (only when there has been a Critical Service Failure during a Reporting Period and in the three months following the	Critical Service Level Failure Report	<ul style="list-style-type: none"> the Service Level Performance Measure for each individual Service Level for which there has been a Critical Service Level Failure during the Reporting Period the actual level of Service Level performance achieved by the Supplier for each individual Service Level for which there has been a Critical Service Level Failure during the Reporting Period

	occurrence of a Critical Service Level Failure		<ul style="list-style-type: none"> • A detailed explanation of the reasons for the failure to achieve the Service Level Performance Measure on each occasion for each individual Service Level for which there has been a Critical Service Level Failure during the Reporting Period • Supplier's proposals for service improvements to prevent a future Critical Service Level Failure • Progress report on improvement levels for Service Levels for which a Critical Service Level Failure has occurred in the three months following the failure
14	Monthly	Flexible Worker Profile Report	<p>In respect of each Placed Demand Order where the Flexible Worker was previously or is currently either Service Personnel or MoD civilian personnel:</p> <ul style="list-style-type: none"> • The Unique Demand Order Reference Number • The Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • The UIN of the placement
15	Monthly	Raised Demand Order Report	<p>In respect of each Demand order raised:</p> <ul style="list-style-type: none"> • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) • Unique Demand Order Reference Number • UIN of the placement • Location of placement • Name of Hiring Manager • Start date of placement as set out in the Placed Demand Order • End date of placement as set out in the Placed Demand Order • Financial Approval Code (if applicable) • Position Number • Reason for Flexible Worker • Approval Gate at which Demand Order was not approved
16	Monthly	Flexible Resource Pool (Staff Bank) Report	<p>In respect of each Flexible Worker within the Flexible Resource Pool (Staff Bank):</p> <ul style="list-style-type: none"> • Name of Flexible Worker • Job Description Unique Identification Number (i.e. D1, D2, N1, N2) applicable to

			<p>the Flexible Workers skillset and qualifications</p> <ul style="list-style-type: none"> Flexible Worker Placement Location preferences
17	Monthly	Response Timescale Failure Report	<p>In respect of each Placed Demand Order for which a response was not provided in accordance with the Response Timescales:</p> <ul style="list-style-type: none"> Job Description Unique Identification Number (i.e. D1, D2, N1, N2) Unique Demand Order Reference Number UIN of the placement Location of placement Name of Hiring Manager The reason for the Response Timescale not being met Proposed future actions to resolve the issue
18	Monthly	Method of Fill Report	<p>In respect of each placement:</p> <ul style="list-style-type: none"> Placement filled via the Self-Fill basis route Placement filled via the Supplier-Fill route Placement filled with a Contracting Authority Nominated Flexible Worker

Call-Off Schedule 16 (Benchmarking)

1. When you should use this Schedule

- 1.1 The Supplier acknowledges that the Contracting Authority wishes to ensure that the Deliverables, represent value for money to the taxpayer throughout the Contract Period.
- 1.2 This Schedule sets to ensure this Call-Off Contract represent value for money throughout and that the Contracting Authority may terminate this Call-Off Contract by issuing a Termination Notice to the Supplier if the Supplier refuses or fails to comply with its obligations as set out in Paragraphs 3 of this Schedule.
- 1.3 Amounts payable under this Schedule shall not fall with the definition of a Cost.

2. Benchmarking

2.1 How benchmarking works

- 2.1.1 The Contracting Authority and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Contracting Authority may give CCS the right to enforce the Contracting Authority's rights under this Schedule.
- 2.1.2 The Contracting Authority may, by written notice to the Supplier, require a Benchmark Review of any or all of the Deliverables.
- 2.1.3 The Contracting Authority shall not be entitled to request a Benchmark Review during the first six (6) Month period from the Contract Start Date or at intervals of less than twelve (12) Months after any previous Benchmark Review.
- 2.1.4 The purpose of a Benchmark Review will be to establish whether the Benchmarked Deliverables are, individually and /or as a whole Good Value.
- 2.1.5 The Deliverables that are to be the Benchmarked Deliverables will be identified by the Contracting Authority in writing.
- 2.1.6 Upon its request for a Benchmark Review, the Contracting Authority shall nominate a benchmarked. The Supplier must approve the nomination within ten (10) Working Days, unless the Supplier provides a reasonable explanation for rejecting the appointment. If the appointment is rejected, then the Contracting Authority may propose an alternative benchmarked. If the Parties cannot agree the appointment within twenty (20) days of the initial request for Benchmark review, then a benchmarked shall be selected by the Chartered Institute of Financial Accountants.
- 2.1.7 The cost of a benchmarked shall be borne by the Contracting Authority (provided that each Party shall bear its own internal costs of the Benchmark Review) except where the Benchmark Review demonstrates that the Benchmarked Service and/or the Benchmarked Deliverables are not Good Value, in which case the Parties shall share the cost of the benchmarked in such proportions

as the Parties agree (acting reasonably). Invoices by the benchmarked shall be raised against the Supplier and the relevant portion shall be reimbursed by the Contracting Authority.

2.2 Benchmarking Process

2.2.1 The benchmarked shall produce and send to the Contracting Authority, for Approval, a draft plan for the Benchmark Review which must include:

2.2.1.1 a proposed cost and timetable for the Benchmark Review;

2.2.1.2 a description of the benchmarking methodology to be used which must demonstrate that the methodology to be used is capable of fulfilling the benchmarking purpose; and

2.2.1.3 a description of how the benchmarked will scope and identify the Comparison Group.

2.2.2 The benchmarked, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking.

2.2.3 The Contracting Authority shall give notice in writing to the Supplier within ten (10) Working Days after receiving the draft plan, advising the benchmarked and the Supplier whether it Approves the draft plan, or, if it does not approve the draft plan, suggesting amendments to that plan (which must be reasonable). If amendments are suggested, then the benchmarked shall produce an amended draft plan and this Paragraph 3.2.3 shall apply to any amended draft plan.

2.2.4 Once both Parties have approved the draft plan then they will notify the benchmarked. No Party may unreasonably withhold or delay its Approval of the draft plan.

2.2.5 Once it has received the Approval of the draft plan, the benchmarked shall:

2.2.5.1 finalise the Comparison Group and collect data relating to Comparable Rates. The selection of the Comparable Rates (both in terms of number and identity) shall be a matter for the Supplier's professional judgment using:

2.2.5.1.1 market intelligence;

2.2.5.1.2 the benchmarked own data and experience;

2.2.5.1.3 relevant published information; and

2.2.5.1.4 pursuant to Paragraph 3.2.6 below, information from other suppliers or purchasers on Comparable Rates;

2.2.5.2 by applying the adjustment factors listed in Paragraph 2.2.7 and from an analysis of the Comparable Rates, derive the Equivalent Data;

2.2.5.3 using the Equivalent Data, calculate the Upper Quartile; and

- 2.2.5.4 determine whether or not each Benchmarked Rate is, and/or the Benchmarked Rates as a whole are, Good Value.
- 2.2.6 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the benchmarked in order to undertake the benchmarking. The Supplier agrees to use its reasonable endeavours to obtain information from other suppliers or purchasers on Comparable Rates.
- 2.2.7 In carrying out the benchmarking analysis the benchmarked may have regard to the following matters when performing a comparative assessment of the Benchmarked Rates and the Comparable Rates in order to derive Equivalent Data:
 - 2.2.7.1 the contractual terms and business environment under which the Comparable Rates are being provided (including the scale and geographical spread of the customers);
 - 2.2.7.2 exchange rates;
 - 2.2.7.3 any other factors reasonably identified by the Supplier, which, if not taken into consideration, could unfairly cause the Supplier's pricing to appear non-competitive.

2.3 Benchmarking Report

- 2.3.1 For the purposes of this Schedule "**Benchmarking Report**" shall mean the report produced by the benchmarked following the Benchmark Review and as further described in this Schedule.
- 2.3.2 The benchmarked shall prepare a Benchmarking Report and deliver it to the Contracting Authority, at the time specified in the plan Approved pursuant to Paragraph 0, setting out its findings. Those findings shall be required to:
 - 2.3.2.1 include a finding as to whether or not a Benchmarked Service and/or whether the Benchmarked Deliverables as a whole are, Good Value;
 - 2.3.2.2 if any of the Benchmarked Deliverables are, individually or as a whole, not Good Value, specify the changes that would be required to make that Benchmarked Service or the Benchmarked Deliverables as a whole Good Value; and
 - 2.3.2.3 include sufficient detail and transparency so that the Party requesting the Benchmarking can interpret and understand how the Supplier has calculated whether or not the Benchmarked Deliverables are, individually or as a whole, Good Value.
- 2.3.3 The Parties agree that any changes required to this Call-Off Contract identified in the Benchmarking Report shall be implemented at the direction of the Contracting Authority in accordance with Clause 24 (Changing the contract).

Call-Off Schedule 17 (MOD Terms)

1 DEFCONS, DEFFORMS, Defence Standards and MOD Policies










- 1.1 The DEFCONS, DEFFORMS, Defence Standards and MOD Policies listed in Annex 1 to this Schedule are incorporated into this Call-Off Contract.
- 1.2 In the event of a conflict between any documents listed in Annex 1 and the other terms in this Call-Off Contract, the documents listed in Annex 1 shall prevail.


ANNEX 1 - DEFCONS & DEFFORMS

The full text of Defence Conditions (DEFCONS) and Defence Forms (DEFFORMS) are available electronically via <https://www.gov.uk/acquisition-operating-framework>.



The following MOD DEFCONS and DEFFORMs form part of this contract:


DEFCONS

DEFCON No	Version	Description	
DEFCON 5J	18/11/16	Unique Identifiers	 DEFCON 5J.pdf
DEFCON 76	12/06	Contractor's Personnel at Government Establishments	 DEFCON 76.pdf
DEFCON 129J	18/11/16	The Use of Electronic Business Delivery Form	 DEFCON 129J.pdf
DEFCON 502	05/17	Specification Changes	 DEFCON 502.pdf
DEFCON 503	12/14	Formal Amendments to Contracts	 DEFCON 503.pdf
DEFCON 522	11/17	Payment and Recovery of Sums Due	 DEFCON 522.pdf
DEFCON 532B	04/20	Protection of Personal Data (Where Personal Data is being processed on behalf of the Authority)	 DEFCON 532B.pdf
DEFCON 658	10/17	Cyber	 DEFCON 658.pdf
DEFCON 659A	02/17	Security Measures	 DEFCON 659A.pdf



DEFCON 660	12/15	Official-Sensitive Security Requirements	 DEFCON 660.pdf
------------	-------	--	---

DEFFORMs (Ministry of Defence Forms)

DEFFORM No	Version	Description	
DEFFORM 532	10/19	Personal Data Particulars	 DEFFORM 532.pdf
DEFFORM 539A	08/13	Tender's Commercially Sensitive Information Form	 DEFFORM 539A.pdf

Def Stan Number	Issue Number	Description	
Def Stan 05-138	Issue 2	Cyber Security for Defence Suppliers	 Def Stan 05-138.pdf

MOD POLICIES

Policy Name	Version	Description	
Contracting Authority's Environmental Policy	(UKStratCom SOP 0001) Version 1.6	Health Safety and Environmental Protection Policy	 20200806-UKStratCom_HSEP_Policy_SOP00
Travel and Subsistence Policy		MOD Flexible Worker Travel and Subsistence Policy	 TS Policy for inclusion in Attachment 5 at An

List of Defcons and Deforms are attached as separate file

Call-Off Schedule 18 (Background Checks)

1. WHEN YOU SHOULD USE THIS SCHEDULE

This Schedule should be used where Supplier Staff must be vetted before working on Contract.

2. Definitions

“Relevant Conviction” means all conviction except driving offences
Relevant Convictions

- 3.1.1 The Supplier shall ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.
- 3.1.2 Notwithstanding Paragraph 3.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Contracting Authority owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall:
 - 3.1.2.1 carry out a check with the records held by the Department for Education (DfE);
 - 3.1.2.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 3.1.2.3 ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.

Call-Off Schedule 19 (Scottish Law)

Not Used

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Contracting Authorities under this Call-Off Contract

REDACTED TEXT

Call-Off Schedule 21 (Northern Ireland Law)

Not Used

Call-Off Schedule 22 (Lease Terms)

Not Used