DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE: C40865

THE BUYER: National Health Service Commissioning Board

(Operating as NHS England)

BUYER ADDRESS Quarry Hill, Quarry House, LS2 7UE

THE SUPPLIER: Mitie Ltd

SUPPLIER ADDRESS: Floor 12, The Shard, 32 London Bridge Street

REGISTRATION NUMBER:

DUNS NUMBER:

DPS SUPPLIER REGISTRATION SERVICE ID:

This Order Form, when completed and executed by both Parties, forms an Order Contract. An Order Contract can be completed and executed using an equivalent document or electronic purchase order system. If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE DPS CONTRACT' and up to, but not including, the Signature block

It is essential that if you, as the Buyer, add to or amend any aspect of any Order Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated (Date of e-signature)

It's issued under the DPS Contract with the reference number C40865 for the provision of a National Contingency Healthcare Waste Coordinator

DPS FILTER CATEGORY(IES):

RM6130 Building Cleaning Services: Medical and Hazardous Waste

DPS Ref: RM6130

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ORDER INCORPORATED TERMS

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

- 1. This Order Form including the Order Special Terms and Order Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation)
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Order Schedules for
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
- 4. CCS Core Terms (DPS version) v1.0.1
- 5. Joint Schedule 5 (Corporate Social Responsibility)

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

ORDER SPECIAL TERMS
None

ORDER START DATE: 31/08/2021

ORDER EXPIRY DATE: 30/08/2022

ORDER INITIAL PERIOD: 12 months

DELIVERABLES

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Introduction

- 1.1. Due to the ongoing Covid-19 pandemic and increasing volumes of healthcare waste across England, NHSE/I needs to ensure the stability of the healthcare waste disposal market. It also needs to ensure that clinical services across England remain resilient during the winter months and that healthcare waste does not affect healthcare operations.
- 1.2. Therefore, NHSE/I wishes to appoint a National Contingency Healthcare Waste Coordinator (NCHWC) to support the NHS's management of the Healthcare Waste market's capacity.
- 1.3. The NCHWC's role will be to facilitate the mitigation of the build-up of healthcare waste on NHS sites across England (Trusts, Health Boards and Primary Care Locations) and to facilitate the optimum use of waste facilities by Contractors to ensure that clinical services are not interrupted while providing critical data, reports and market insight for both NHSE/I and the NHS in England.
- 1.4. As is observable in the public domain, the emerging programmes for testing and vaccination will mean that the requirements for the NCHWC shall change. Therefore, the bidders must be minded that the market situation could experience significant stress and it will be expected that the NCHWC will be able to accommodate such stress in their solution.

Definitions

Expression or Acronym	Definition	
PPE	Personal Protection Equipment	
CoSHH	Control of Substances Hazardous to Health	
ccs	Crown Commercial Service	
DBS	Disclosure Barring Service	
Authority	NHS England and NHS Improvement (NHSE/I)	
Contractor	Third party waste removal supplier	
NCHWC	National Contingency Healthcare Waste Coordinator	
NHS	National Health Service	
NHSE/I	National Health Service England & Improvement	
МІ	Management Information	

Scope of the Requirement

3.1. The NCHWC's overall responsibility shall be to proactively work with NHSE/I to facilitate the mitigation of the potential build-up of healthcare waste on all NHS sites across

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England (Trusts, Health Boards and Primary Care Locations) and to ensure that clinical services are not interrupted. Specifically, it shall:

- 3.1.1. Proactively facilitate the mitigation of the potential build-up of waste at NHS Trusts in England;
- 3.2. The NCHWC will also make available all information related to escalations (the optimised service provision process as agreed with the client when previously delivered) in order to allow contingencies to be enacted.
- 3.3. The main categories of healthcare waste that fall under the responsibility of the NCHWC to mitigate are:
- 3.3.1. Orange bagged waste that requires a method of alternative treatment (AT);
- 3.3.2. Yellow bagged waste that requires high temperature incineration (HTI); and
- 3.3.3. Sharps waste contained in yellow bins.
- 3.4. The main responsibilities of the NCHWC are to:
- 3.4.1. Liaise with Contractors to ensure available capacity is utilised demonstrating existing relationships that can provide volumetric scale when required (note: the Contractors will maintain the contractual relationship with the customer (i.e. NHS));
- 3.4.2. Make available to NHSE/I a dashboard showing the stages of the escalation, the process of which were cited in the NCC Process Handbook.
- 3.4.3. Escalate when capacity is near to limits/exhausted and provide options for mitigations;
- 3.4.4. Maintain and provide a full audit trail, including for when escalations to government bodies are required; and
- 3.5. In providing mitigation options, the NCHWC should set out service level agreement based resilient layers for contingency. These could be identified actions to be delivered by a nominated prime or sub-contractor.
- 3.6. The NCHWC may also need to plan for and mitigate any surge demands for healthcare waste which may arise from Covid-19 mass testing and mass vaccination programmes.
- 3.7. Given the critical nature of clinical services and the need for immediate monitoring and mitigation, the NCHWC will be expected to mobilise this service at pace and the Authority expects that this should be within 24-48 hours of contract award.

Locations and Buildings

- 3.8. The NCHWC shall work with the national healthcare waste supply chain to cover and provide service to:
- 3.8.1. All NHS Trusts and Health Boards providing acute and non-acute care in England,
- 3.8.2. All NHS Primary Care locations in England.

Operating Days and Hours

3.9. The NCHCW will be in operation from the date of award for a minimum period of three consecutive calendar months, operating core hours Monday to Friday, 08:00 to 18:00, with nominated cover over weekends.

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The Requirement

- 4.1. The NCHWC's overall accountability shall be to proactively facilitate the mitigation of the potential build-up of healthcare waste on NHS sites across England (Trusts, Health Boards and Primary Care Locations) and to ensure that clinical services are not interrupted. Specifically, it shall:
- 4.1.1. Proactively facilitate the mitigation of the potential build-up of waste at NHS Trusts in England;
- 4.2. The NCHWC will also make available all information related to escalations (the optimised service provision process as agreed with the client when previously delivered) in order to allow contingencies to be enacted.
- 4.3. NHSE/I will maintain the contractual governance with the chosen supplier, ensuring adherence to the agreed contract/specification. NHSE/I will maintain the operational governance with the chosen supplier. All communications/instructions will come from NHSE/I. NHSE/I will advise how they wish to be informed of all instructions given by NHSE/I.
- 4.4. The NCHWC will:
- 4.4.1. Liaise with Contractors to ensure available capacity is utilised demonstrating existing relationships that can provide volumetric scale when required (note: the Contractors will maintain the contractual relationship with the customer (i.e. NHS));
- 4.4.2. Make available to NHSE/I a dashboard showing the stages of the escalation, the process of which were cited in the NCC Process Handbook;
- 4.4.3. Escalate when capacity is near to limits/exhausted and provide options for mitigations;
- 4.4.4. Maintain and provide a full audit trail, including for when escalations to government bodies are required; and
- 4.5. In providing mitigation options, the NCHWC should set out service level agreement based resilient layers for contingency. These could be identified actions to be delivered by a nominated prime or subcontractor. In doing so, the NCHWC should produce a detailed supplier engagement and mitigation plan to set out how it will work with the supply chain to remove and dispose of waste from affected care sites.
- 4.6. The NCHWC may also need to plan for and mitigate any surge demands for healthcare waste which may arise from Covid-19 mass testing and mass vaccination programmes.
- 4.7. The NCHWC will work with NHSE/I's national logistics cell who will collect data from the supply chain and highlight issues to the NCHWC for resolution.
- 4.7.1. The NCHWC will put in appropriate safeguards and separation measures to safeguard market sensitive data and shall provide such assurance to the Authority prior to final appointment.
- 4.8. Given the critical nature of clinical services and the need for immediate monitoring and mitigation, the NCHWC will be expected to mobilise this service at pace and the Authority expects that this should be within 24-48 hours of contract award.
- 4.9. The service will operate flexibility as described in section 13 'payments and invoicing'. Although the service will be required for a minimum of three months, the services may continue beyond three months depending on NHSE/I requirements and budget. A

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- review will take place regularly to consider NHSE/I needs which may lead to a variation/extension of this contract to incorporate the continued use of this service.
- 4.10. The contract term will be 12 months with the option to extend for a further two 1-year periods.
- 4.11. Any extension/variation will be based on the pricing for the initial three-month period submitted as part of the Supplier's bid.

Personnel

4.12. The NCHWC is expected to detail the personnel and team structure appropriately so as to provide a high-quality service.

Personal Protective Equipment (PPE)

- 4.13. The Supplier shall provide PPE for all of its personnel where required in line with government guidance.
- 4.14. The Supplier shall ensure safe disposal of all PPE and other waste used by its personnel.

Standards

- 5.1. The Supplier is required to adhere to all legislation and regulatory guidance for the disposal of healthcare waste including, Approved Codes of practice (ACOP) or similar Industry or Government Guidelines shall apply.
- 5.2. The General Requirements for waste management shall apply.
- 5.2.1. All hazardous waste(s) shall be handled, transported, treated and/or disposed of in order to protect human health and the environment and taken to suitably authorised sites acting in compliance with all current legislation and permits, and taking account of labelling containment and security for transport.

Health and Safety

Risk Assessments and Method Statements

- 6.1. No less than 48 days prior to the contract start date, the Supplier shall provide, if deemed necessary by the Authority, copies of all method statements and risk assessments relating to the work to be carried out for review. If this is not possible the Supplier shall provide before they enter any site.
- 6.2. If required, site visits can be arranged upon contract award.

Covid-19

- 6.3. The Supplier shall ensure its personnel and subcontractors adhere to all current Covid-19 guidance or guidance relating to any future pandemic, including social distancing, face mask wearing, hand washing.
- 6.4. The Supplier shall ensure its subcontractors adhere to the same guidelines in 6.3 if applicable.

Incident Reporting

6.5. The Supplier shall record and investigate all accidents, incidents, dangerous occurrences and near misses involving their staff and subcontractors.

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6.6. Following such an incident, the Supplier shall notify the Authority immediately and follow up with a written report within 24 hours, which shall include suggestions to prevent future incidents.

Security

- 7.1. The Supplier will maintain data in relation to all activities, providing a full and transparent audit trail. All data collected and used by the NCHWC will remain the property of the NHS. The NCHWC will need to follow the NHS' terms and conditions for the provision of services' with regards to data confidentiality.
- 7.2. Any data shared by any party during the term will be utilised solely for the NCHWC's function and will not be used in any way outside of this function.
- 7.3. The NCHWC shall keep confidential information secret and confidential and safeguard it accordingly;
- 7.4. The NCHWC shall not directly or indirectly disclose or make available any confidential information in whole or in part to any person, except as expressly permitted by the NHS or NHSE/I:
- 7.5. The NCHWC shall make no commercial use of the confidential information or any part thereof:
- 7.6. After the termination of the function all data will be passed to the NHS and NHSE/I in an accessible way and destroyed by the NCHWC.

Implementation, Mobilisation and Exit Management Implementation

- 8.1. The Supplier shall work with NSHE/I and the NHS to fully understand the national picture regarding healthcare waste upon commencement of services.
- 8.2. The Supplier's full-service obligations shall formally be assumed on the service start date as set out in 'DPS Schedule 6 Order Form'.

Mobilisation

- 8.3. The Supplier shall mobilise staff, so they are ready to start work by the contract start date. The Authority expects that mobilisation should take no longer than 24-48 hours.
- 8.4. Following mobilisation, the supplier is expected to produce a detailed supplier engagement and mitigation plan and present this to NHSE/I within three working days.

Exit Management

- 8.5. The Supplier shall cooperate as part of an exit management plan with NHSE/I and any new supplier to ensure continuity of service, as per 'DPS Order Schedule 10 Exit Management'.
- 8.6. The Supplier shall agree to work on any handover to a replacement supplier, with relevant reports and management information to be supplied.
- 8.7. The Supplier shall ensure that all data is handed over to the NHS via a secure platform at the end of the contract.

Performance Measurement and Reporting Key Performance Indicators (KPIs)

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9.1. Supplier performance shall be monitored each month using the following KPIs. Failure to meet any KPI in any month leads to the corresponding Failure Result.

<u>KPI</u>	Description (SLA)	<u>Measure</u>	KPI – 7 Days working assumed "Normal working	Target
			hours"	
1	Reporting of national waste escalation progress	Providing information to the NHS and Authority via a dashboard that is updated with progress twice each weekday (9:30 and 16:00)		100%
2	NCHWC to cover as many sites as possible that require assistance.	All requests are sent to the NCC mailbox, and each request treated without prejudice	Each request will contain the following: 1. Site name and address 2. Volume of waste 3. Waste types(s) 4. Form of waste containment 5. Access ability and restrictions (vehicle) A request will not be deemed to be valid until above has been provided. 1. Request acknowledged within 4 working hours. 2. Proposed action date/plan + time given to Trust within 2 working days of request where a supplier has been found, if no solution has been sourced, an update on status. 3. Provide daily updates on progress via database as set out in item 1 above. For the avoidance of doubt, working hours will refer to 8-6pm Monday to Friday. Working days shall be Monday-Friday.	100%
3	Actioning mitigation option requests	Approaching supplier base for mitigation support of being informed of service disruption or backlog	Commence finding solutions within 6 hours of receipt of request	
4	Ensure national supplier base is approached for solutions to ensure fairness & best service provision is offered	Each mitigation support request must be offered out to all relevant suppliers.	Suppliers contacted are those that are or may be able to provide the service.	100%

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5	Compliance with	Only reach out to	Suppliers contacted are those that are or may be	100%
	legislation	national suppliers'	able to provide the service and have been	
	and local	base that have	onboarded by at least one of the Trusts by the	
	environmental	already been	time they are contacted.	
	regulations	onboarded by at		
		least one of the		
		Trusts, therefore		
		addressing all		
		compliance		
		requirements		

Quality Assurance

- 10.1. The Supplier shall monitor personnel attendance on a daily basis.
- 10.2. The Supplier shall only use vendors that have already been onboarded by at least one of the Trusts, therefore addressing all compliance requirements
- 10.3. The Supplier shall record any complaints and issues. The Supplier shall work to resolve any complaints and issues.
- 10.4. In the event NHSE/I is not satisfied with the quality of work or KPI performance, the Supplier shall be required to attend a meeting with NHSE/I, in addition to regular contract management meetings, to discuss issues and agree a resolution.
- 10.5. The Supplier, upon request by NHSE/I shall cooperate with any investigation into alleged poor performance, conduct or any other complaint received.

Contract Management

Correspondence

- 11.1. The Supplier shall provide a single point of contact, including email address and phone number, to the Authority upon contract award.
- 11.2. NHSE/I shall provide a single point of contact, including email address and phone number, to the Supplier upon contract award.
- 11.3. All correspondence shall go through the contact points in 11.1 and 11.2, unless otherwise instructed.

Start-Up Meeting

11.4. The Supplier shall attend a start-up meeting as arranged by NHSE/I in advance of the service start date, to cover for example introductions, expectation setting and immediate priorities.

Induction

11.5. The staff working on the contract shall attend an induction as arranged by NHSE/I, to cover for example behaviour expectation setting and immediate priorities.

Contract Management Meetings

11.6. The Supplier shall attend contract management meetings weekly as arranged by NHSE/I.

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- 11.7. The Supplier shall provide NHSE/I with completed copies of the following documents, 1 working day prior to each meeting. The list contains but is not limited to (NHSE/I reserves the right to request further information and will communicate with the supplier in good time):
 - KPI Report information to be supplied via the dashboard;
 - Weekly overview of national capacity and logistics information supplied via the dashboard
 - List of sites that are high risk of clinical failure.

Environment, Sustainability and Social Value

12.1. The Supplier shall adhere to all environmental regulations as set out by regulators in England.

Payments and Invoicing

- 13.1. The Supplier shall charge this service on 'as used' basis, as it is envisaged that the service will only be 'turned on' if the levels of waste become critical and the service is required. The service will need to flex as required depending on needs; there isn't a commitment to pay unless NHSE/I specifically trigger the start of the service by contacting the supplier in writing (email). Following the 'turn on' of the service NHSE/I will only pay for services agreed and used. NHSE/I must agree to the services to be provided by the Supplier and an audit trail of approvals must be stored and made available when required by NHSE/I.
- 13.2. The Supplier shall submit invoices monthly in arrears for activity undertaken.
- 13.3. The Supplier shall submit invoices to a nominated email address, to be confirmed upon contract award.
- 13.4. Any ad hoc services shall be invoiced separately, and these shall be agreed in advance with the Authority before any service is undertaken.

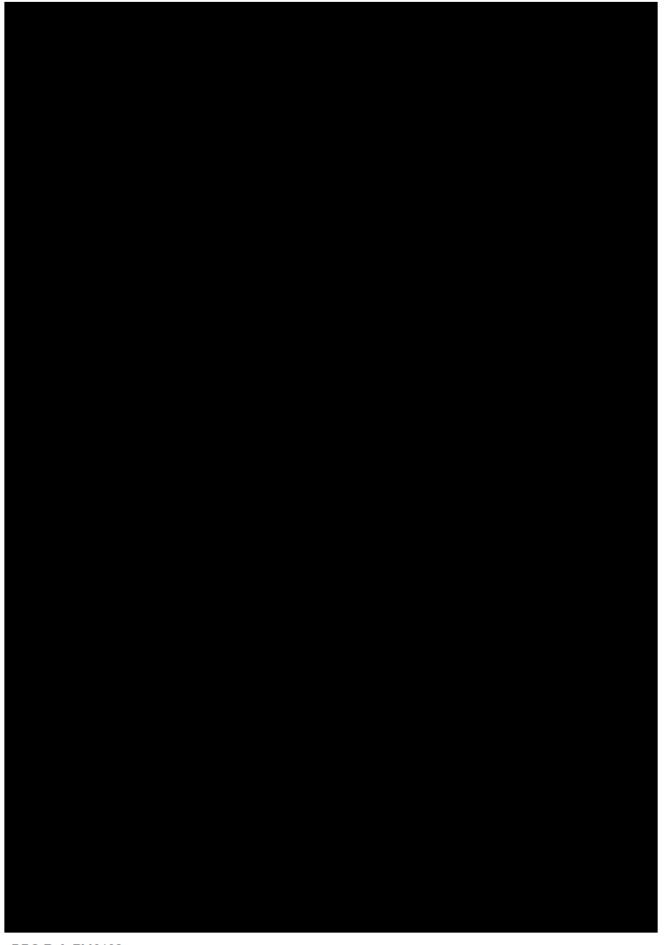
Appendix 1 – Escalation Process

Stage	Stage Trigger	Comments	Owner	Workflow Status
1	Trust contacts NHSE/I for clinical waste collection assistance.			
2	NHSE/I to verifies request for legitimacy and if valid, collects: 1. Site name and address 2. Volume of waste 3. Waste type(s) 5. Form of waste containment 6. Access ability and restrictions (vehicle)		NHSE/I	
3	NHSEI logs the valid request for support with the NCHWC.		NHSE/I	Open
4	Log the new request on workflow system and note the reference number		NCHWC	
5	Review request to ensure it contains all required information.	If incomplete, request missing pieces	NCHWC	Awaiting Issue Details
6	Send email to supply base distribution group with information from the requestor email.	NCHWC will sent these requests with all relevant Suppliers BCC NCHWC will remove any details of the Trust, Hospital or specific collection location Could go through several iterations if no supplier can support can be sourced the first time	NCHWC	Suppliers Approached
7	If a supplier responds offering to service the request, send an email to the incumbent supplier asking them to liaise with the supporting supplier, providing contact details.	Cost information is not requested or should be supplied to the NCHWC, this information is purely to be supplied to the incumbent supplier via the third-party. Once agreed, this information should be provided directly (and agreed) between the	NCHWC	

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		incumbent supplier and the relevant hospital trust also.			
8	Send any agreed solution to requestor		NCHWC	Proposal Sent	
8	If solution is agreed by requestor or supplier, monitor situation to ensure that solutions are actioning.	The workflow can remain at this stage for some time as there may be multiple adhoc or scheduled collections that need to take place, in order to resolve and subsequently close an escalation.	NCHWC	Resolution in Progress	
10	Once Trust has confirmed their issue has been resolved, NHSE/I would need to confirm before closing the escalation.	Due to the size of NHS Wales Health Boards, they were happy to close the escalation on the direct advice of the HB reporting it.	NHSE/I	Awaiting NHS Response	
11	Once NHSE/I confirms all issues are closed, mark status accordingly		NHSE/I	Closed	

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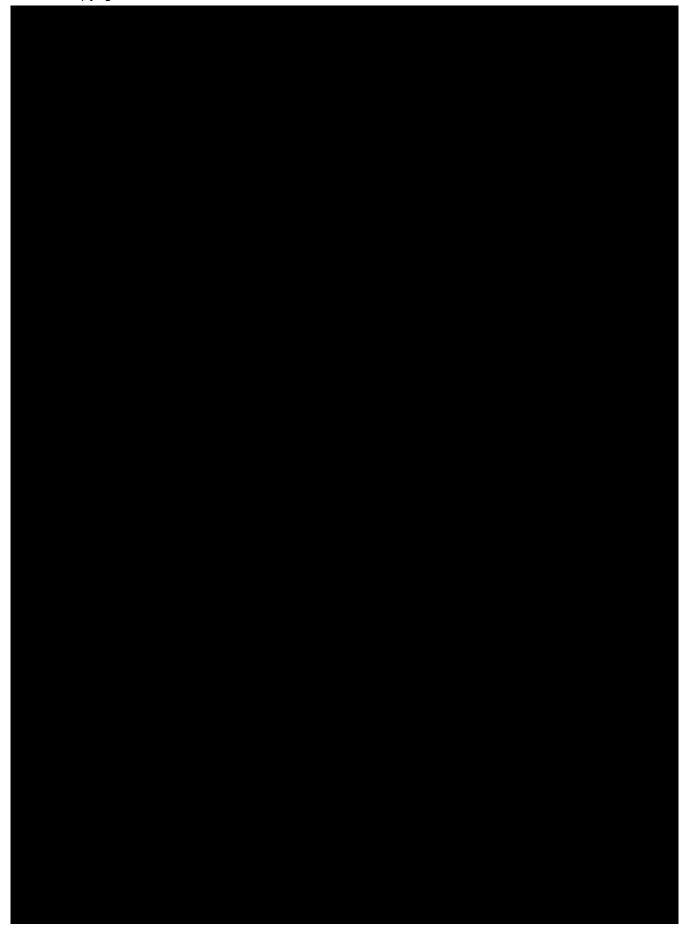
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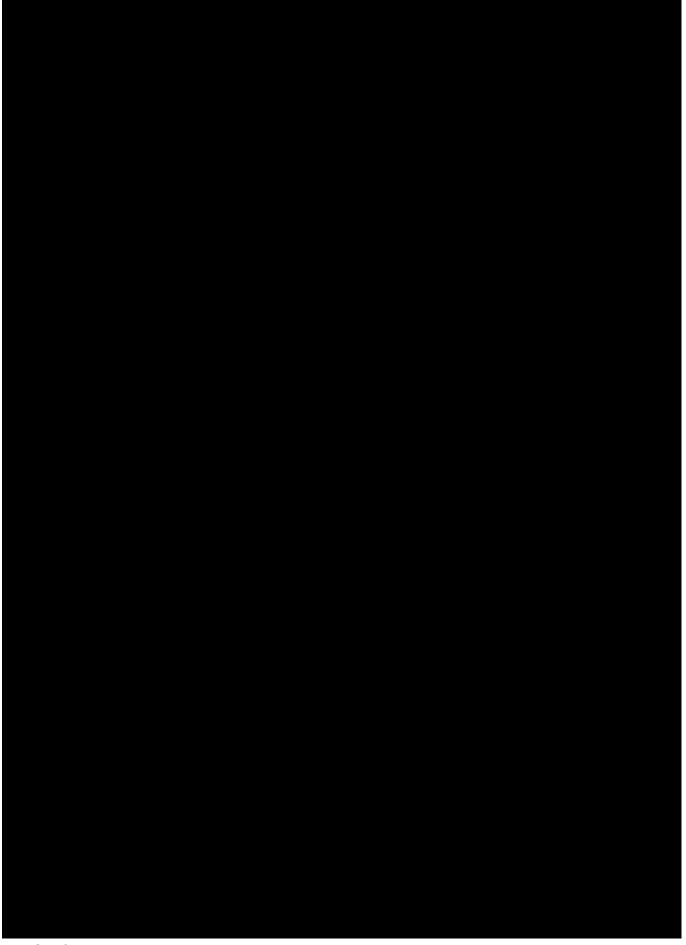
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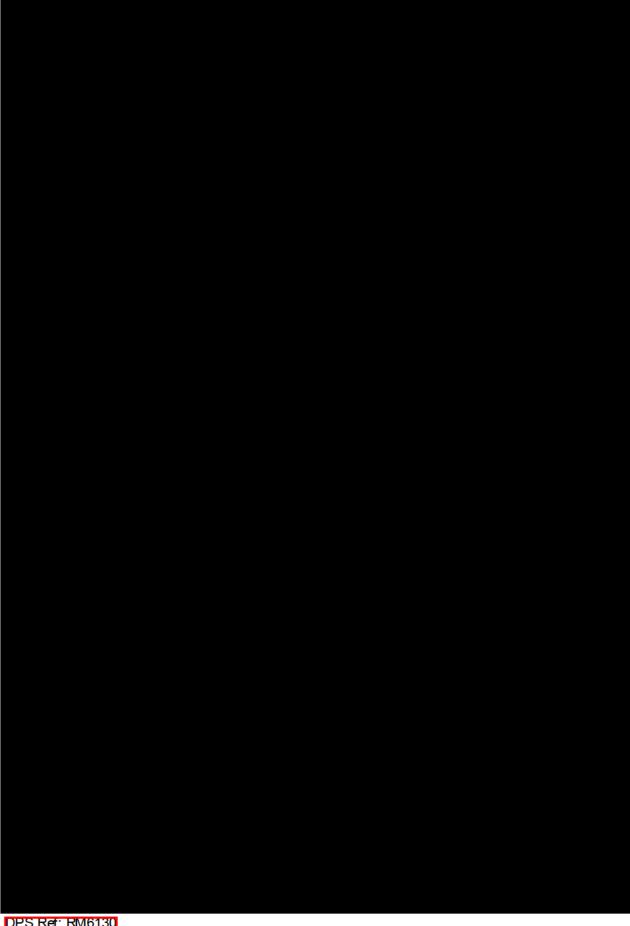
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MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £150,000.

ORDER CHARGES

No more than £150,000. (excl. VAT). Monthly charge stated below.

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REIMBURSABLE EXPENSES None

PAYMENT METHOD

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

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

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

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

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

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

BUYER'S INVOICE ADDRESS:

Phoenix House NHS SBS Topcliffe Lane Tingley WF3 1WE

BUYER'S AUTHORISED REPRESENTATIVE

Liam Hogg

BUYER'S ENVIRONMENTAL POLICY

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

BUYER'S SECURITY POLICY

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

SUPPLIER'S AUTHORISED REPRESENTATIVE: Jorge Klein

SUPPLIER'S CONTRACT MANAGER: Charles Antelme

REPORTING REQUIREMENTS AND FREQUENCY

Daily report including (but not limited to):

- Available capacity nationally (and maximum operating capacity),
- Total logistics capacity nationally (vehicles, drivers etc.)
- Any NHS trust escalations from the previous day and current status (action taken, parties responsible and whether further action is required);
- Overview of contingency options to be utilised if required within the next 48 hours.

There may be occasions where we may ask for additional reports.

PROGRESS MEETING FREQUENCY

As stated within the requirements specification and above under 'Deliverables,' or as agreed between the parties.

KEY STAFF

- Preeti Zyna Back Office / Project Manager and MI Lead
- Paul Moulton Operations Project Manager
- Philippa West Operations Project Manager
- Natalie Lake Project Coordinator
- Triinu La Caille Compliance Lead

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KEY SUBCONTRACTOR(S) N/A

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Commercially sensitive information shared with the NCHWC will not be used for any reason other than coordination. It will remain the property of the NHS and will be destroyed upon completion of the NCHWC's duties.

KPIs

KPIs are set out section 9.1 of the Statements of Requirements and above under 'Deliverables'

SERVICE CREDITS

Not applicable, however NHSE/I reserves the right to seek performance remedies if KPIs are not met.

ADDITIONAL INSURANCES

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

See schedule 5 and 'AQ5' above.



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