

GREATER MANCHESTER COMBINED AUTHORITY
CONDITIONS OF CONTRACT
FOR SERVICES

AGREEMENT/CONTRACT NO. GMCA1361

AGREEMENT BETWEEN

GREATER MANCHESTER COMBINED AUTHORITY
AND

NATION OCCUPATIONAL HEALTH LTD

Contract for the Provision of Occupational Health Services

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This Contract is made the 2nd day of October 2025

Between:

- 1 **Greater Manchester Combined Authority**, with its headquarters at Tootal Buildings, 56 Oxford Street, Manchester, M1 6EU (the "**Authority**")
and
- 2 **Nation Occupational Health Ltd** Company number 14528753 whose registered office is at First Floor, Swan Buildings, 20 Swan Street, Manchester, Greater Manchester, M4 5JW, United Kingdom (the "**Supplier**"),

each a **Party** and together **the Parties**.

Recitals:

- A The Authority wishes to commission an organisation to provide the Occupational Health Services contract The Authority has conducted a procurement exercise and has sought tenders from suppliers and received a number of responses from suppliers
- B On the basis of the Supplier's response, the Authority wishes to award the contract to the Supplier to provide Occupational Health Services (the "**Services**")

1. Operative Provisions

1.1. Definitions

The terms and conditions under this Contract for the supply of Services ("Conditions") shall have the meaning set out below

Approval means the written permission by the Authorised Officer

Authorised Officer means any officer for the time being or from time to time appointed by the Authority and notified in writing to the Supplier to act as a representative of the Authority for the purposes of this Contract

Authority's Premises means land or buildings owned or occupied by the Authority

Business Day means any day other than Saturday and Sunday, or a public or Bank Holiday

Commencement Date means the 1st day of September 2025

Condition means a term or requirement stated in the Contract, that is fundamental to the performance of the Contract

Confidential Information means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Authority, the Supplier, including Intellectual Property Rights, 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

Contract means this agreement concluded between the Authority and the Supplier for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), the Specification, the Tender and plans, drawings and other documents which are expressly incorporated by reference into this Contract

Contract Period means the period of the Initial Contract Period as may be varied by

- a any extensions to this Contract which are agreed pursuant to clause 1 7 2, or
- b the earlier termination of this Contract in accordance with its terms

Contract Price means the price exclusive of any applicable VAT payable by the Authority to the Supplier in consideration of the provision of the Services, as set out in clause 2 and the Tender

Conviction means other than for minor road traffic offences, means any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made subject of a prohibition or restriction under section 218 (6) of the Education Reform Act 1988

Data Protection Legislation means (i) the UK GDPR (ii) the DPA 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 including where applicable the guidance, best practice and codes of practice issued by the Information Commissioner as amended or superseded from time to time.

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR

Data Loss Event means 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 Impact Assessment means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data

Data Subject Access Request means 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

DPA means the Data Protection Act 2018

EIR means the Environmental Information Regulations 2004

End Date means the 31st day of August 2030

Equipment means the tools, hardware or software the Supplier will utilise in the carrying out of the Services under this Contract

Force Majeure means any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either Party, including without limitation government regulations, acts of God, war, fire, flood, storm, tempest, epidemic, disaster, explosion, acts of terrorism and national emergencies It does not include any industrial action occurring amongst the Supplier's Personnel or any staff of any sub-contractor, or any of the matters referred to in clause 8 7

FOIA means the Freedom of Information Act 2000

Good Industry Practice means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced consultant engaged in the provision of services similar to the Services under the same or similar circumstances

Information has the meaning given to it in Section 84 of the FOIA

Initial Contract Period means the period from the Commencement Date to the date of expiry set out in clause 17.1 (Initial Contract Period) or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract

Intellectual Property Rights means patents, trademarks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, know how, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom

"Invitation to Tender" means the Authority's invitation to tender document dated 1st May 2025 supplied to the Supplier pursuant to which the Tender was submitted

"Key Sub-Contractor" means a sub-contractor engaged in connection with the provision of the Services where either:

- (i) 20% or more of the operational expenditure incurred by the Supplier under this Contract and/or in connection with the provision of the Services is incurred through sub-contracts with such sub-contractor; or
- (ii) the sub-contractor employs one or more persons who are engaged solely in providing Services to the Supplier

Law or Legislation means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, applicable code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body in each case in the United Kingdom

Liabilities means all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought

Personnel means the employees of the Supplier used in the provision of the Services together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of the Supplier's obligations under the Contract

Protective Measures means appropriate technical and organisational measures which may include 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 such measures adopted by it

Public Bank Holiday means a day on which banks are officially closed, observed as a public holiday

Regulatory Bodies means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly

Relevant Offence means those offences defined in Statutory Instrument 'Safeguarding Vulnerable Groups Act 2006 (Prescribed Criteria and Miscellaneous Provisions) Regulations 2009' (S.I. 2009 no 37) (as amended)

Request for Information means a request for information relating to the Contract and/or the provision of the Services under the FOIA or Environmental Information Regulations

Services means the whole of the services to be performed by the Supplier in accordance with the Contract as specified in the Specification and/or Invitation to Tender

Specification means the specification set out in Schedule 1, setting out the Authority's detailed requirements in relation to the Services supplied to the Supplier with the Invitation to Tender

Standard Terms and Conditions means the terms and conditions set out in this document

Sub-Processor means any third Party appointed to process Personal Data on behalf of the Supplier related to this Contract

Tender means the Supplier's written offer to provide the Services to the Authority dated 5th June 2025 including method statement(s) and Pricing Schedule, submitted by the Supplier in response to the Authority's Invitation to Tender

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246)

UK GDPR means the provisions of the EU General Data Protection Regulation (EU 2016/679) which have been retained in UK domestic law through the European Union (Withdrawal) Act 2018 as amended by existing Law or further Law from time to time

1.2. Interpretation

- 1.2.1.** Throughout the documentation relating to this Contract, reference to one gender shall include all other genders
- 1.2.2.** In case of any conflict or inconsistency between the Standard Terms Conditions and any special conditions, the latter shall prevail
- 1.2.3.** In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions hereinafter referred to
- 1.2.4** Any appendices or schedules referred to herein shall form and be read and construed as part of this Contract
- 1.2.5.** It should be noted that headings in this Contract are for information only and do not form part of or affect the construction of this Contract
- 1.2.6.** References to statutes shall include statutory modification, re-enactment, extension, consolidation or replacement thereof, any corresponding provision in repealed enactments and any other regulation, instrument or other subordinate legislation made under the relevant statute or statutory instrument

1.3. Entire Agreement

The Contract constitutes the entire agreement and understanding between the Parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither Party excludes liability for fraudulent misrepresentations upon which the other Party has relied

1.4. Contract Variation

No variation or amendment to the Contract is valid unless it is in writing and signed by both Parties.

1.5. Provision of Services

- 1.5.1.** The Supplier will provide timely commencement and provision of the Services in accordance with the Specification, Invitation to Tender and the Tender. Time shall only be of the essence of the Contract if the Authority so specifies in writing.
- 1.5.2.** The Authority's rights under this Contract are in addition to the statutory terms implied in favour of the Authority by the Supply of Goods and Services Act 1982 and any other statute.
- 1.5.3.** Without prejudice to [clause 2](#) the Authority may reduce the Price payable in respect of any Services by a reasonable amount in circumstances where in the reasonable opinion of the Authority the Supplier has either failed to provide those Services or has provided them inadequately.
- 1.5.4.** The Authority may at any time notify the Supplier in writing to suspend provision of the Services. If the Authority gives such notification to the Supplier or otherwise delays the Supplier's ability to provide the Services (other than as a consequence of a Force Majeure Event or a breach of contract or breach of duty on the part of the Supplier) the Authority shall, subject to the Supplier using its best endeavours to mitigate its losses, reimburse the Supplier:
 - 1.5.4.1.** for any resulting unavoidable and reasonably foreseeable direct losses; and
 - 1.5.4.2.** for the cost of any binding commitments entered into by the Supplier with a third party which cease to be required due to the suspension or delay and in respect of which the Supplier cannot obtain a refund (where the Supplier has already paid in relation to the commitment) or is obliged to pay (where the Supplier has not already paid in relation to the commitment).
- 1.5.5.** The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Supplier, at any other premises where any part of the Services is being performed.
- 1.5.6.** The provisions of this clause shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Supplier.

1.6. Description of Services

The Services to be performed are described in the Specification (Schedule 1).

1.7. Contract Period

- 1.7.1.** The Contract shall take effect on the date of signature and the Supplier shall provide the Services from the Commencement Date until the End Date, unless the Contract is terminated earlier in accordance with the provisions of the Contract or otherwise lawfully terminated or extended under clause 1.7. (Extending the Initial

Contract

Period)

- 1.7.2. The Authority may extend this Contract beyond the Initial Contract Period by a further 2 (two) periods up to a maximum of 12 (twelve) months in addition to the Initial Contract Period (the "Extension Period") If the Authority wishes to extend this Contract, it shall give the Supplier at least three months written notice of such intention before the expiry of the Initial Contract Period or Extension Period.
- 1.7.3. If the Authority gives such notice, then the Contract Period shall be extended by the period set out in the notice
- 1.7.4. If the Authority does not wish to extend this Contract beyond the Initial Contract Period this Contract shall expire on the expiry of the Initial Contract Period and the applicable provisions of clause 4 3 shall apply
- 1.7.5. If the Authority does extend the Initial Contract Period, then it shall do so on the same terms and conditions as set out in this Contract

1.8. Supply of Services

- 1.8.1. The Supplier shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Specification and provisions of the Contract in consideration of the payment of the Contract Price
- 1.8.2. If the Authority informs the Supplier in writing or via email that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within a reasonable time to be agreed with by the Authority

1.9. Provision and Removal of Equipment

- 1.9.1. The Supplier shall provide all the Equipment necessary for the supply of the Services
- 1.9.2. The Supplier shall not deliver any Equipment, nor begin any work on the Authority's Premises without obtaining prior Approval
- 1.9.3. All Equipment brought onto the Authority's Premises shall be at the Supplier's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Authority's negligence
- 1.9.4. The Supplier shall maintain all items of their Equipment within the Authority's Premises in a safe, serviceable and clean condition
- 1.9.5. The Supplier shall, at the Authority's written request, at its own expense and as soon as reasonably practicable
 - 1.9.5.1. remove from the Authority's Premises any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Contract, and
 - 1.9.5.2. replace such item with a suitable substitute item of Equipment
- 1.9.6. On completion of the Services the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Authority's Premises in a clean, safe and tidy condition The Supplier is solely responsible for making good any damage to the Authority's Premises or

any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or its Personnel

1.10. Manner of Carrying Out the Services

- 1.10.1.** The Supplier will engage sufficient number of Personnel, specialist workers and other persons with the requisite level of skill and experience to ensure that the Services are provided at all times and in all respects in accordance with this Contract
- 1.10.2.** The Supplier will comply with all reasonable directions of the Authority in relation to the performance of the Services
- 1.10.3.** The Supplier shall ensure that all of the Personnel supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services
- 1.10.4.** While supplying Services at Authority's Premises, the Supplier shall ensure that its Personnel behave in an orderly and quiet manner, as may reasonably be practicable having regard to the nature of the duties being performed by them
- 1.10.5.** The Supplier shall ensure that its Personnel carry out their duties and behave while on the Authority's premises in such a way as to cause no unreasonable or unnecessary disruption to the routines and procedures of the Authority's staff

1.11. Supplier's Personnel

- 1.11.1.** The Supplier shall employ sufficient persons to ensure that the Services are provided at all times and in all respects in accordance with the Contract
- 1.11.2.** In the event that the Authority reasonably considers any of the Personnel engaged in the performance of the Services is in any respect unsatisfactory then the Supplier shall remove such person from the provision of the Services and supply a replacement with appropriate skill and experience as soon as reasonably practicable
- 1.11.3.** The Authority shall in no circumstances be liable either to the Supplier or to any of the Personnel of the Supplier in respect of any liability, loss or damage occasioned by such removal pursuant to clause 1 11 2 and the Supplier shall indemnify the Authority against any claim made by such Personnel
- 1.11.4.** The Authority may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises any member of the Supplier's Personnel or whose admission or continued presence would, in the reasonable opinion of the Authority, be undesirable
- 1.11.5.** At the Authority's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request
- 1.11.6.** The Supplier's Personnel, engaged within the boundaries of the Authority's Premises, shall comply with such rules, regulations and requirements (including

those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Authority's Premises

- 1.11.7.** The Supplier will ensure that its Personnel, while on the Authority's premises, maintain a high standard of personal hygiene and prohibit from smoking
- 1.11.8.** The Supplier shall require its Personnel at all times while on Authority's premises to be properly and presentably dressed in appropriate uniforms or work wear to be agreed with the Authority
- 1.11.9.** The Supplier shall provide to the Personnel and shall require the Personnel to wear at all times when on the Authority's premises, an identification badge in such form as agreed by the Authorised Officer
- 1.11.10.** In the operation of this Contract and provision of the Services the Supplier shall in respect of its employees and Key Sub-Contractor staff directly engaged in delivery of the Services
 - (i) provide and/or procure sick pay to staff regardless of their income level and from their first day of absence
 - (ii) offer staff and/or procure that staff are offered a minimum of 16 hours a week (unless the worker requests a lower level)
 - (iii) commit to respond positively to flexible working requests within 28 days whenever possible
 - (iv) commit to provide the training staff need to do the job freely and during paid time
 - (v) recognise trade union(s) representing such staff or commit to facilitate union workplace access if requested from the Commencement Date or within 3 months of the Commencement Date

1.12. Disclosure Checks

- 1.12.1.** The Supplier shall procure that in respect of all Personnel performing any of the Services before any such Personnel begins to perform any of the Services
 - a) each Personnel is questioned as to whether he or she has any Convictions which makes them unsuitable to provide the Services and is required to disclose any Convictions, and
 - b) where any Personnel discloses any Convictions or is found to have any Convictions the same shall be immediately notified to the Authority
- 1.12.2.** The Authority will require the Supplier to ensure, at their own cost, that any person employed in the provision of the Services has undertaken a Disclosure & Records Barring Service (DBS) check to the standard detailed below

2 2 1 Standard

2 2 2 Enhanced

2 2 3 Enhanced with barred lists

- 1.12.3.** The Supplier shall procure that no person who discloses any Convictions, or who is found to have any Convictions following the results of a Disclosure and Barring Service check, is engaged in the provision of the

Services without the Authority's prior written consent (such consent not to be unreasonably withheld or delayed)

- 1.12.4.** The Supplier shall procure that the Authority is kept advised at all times of any Personnel who, subsequent to his/her commencement of employment as a member of staff, receives a Conviction or whose previous Convictions become known to the Supplier (or any sub-contractor) and shall ensure that such person(s) is not engaged in the provision of the Services without the Authority's consent (not to be unreasonably withheld or delayed)

1.13 Licence to occupy Premises

Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract. The Authority reserves the right to revoke such licence at any time

1.14 Corrective Action

- 1.14.1.** The Supplier warrants the Services provided under this Contract and warrants that if any part of the Services provided does not comply with the Authority's instructions or has not been undertaken to the standards prescribed by the relevant professional body or trade association, then the Supplier shall undertake corrective work to the satisfaction of the Authority at no additional cost to the Authority
- 1.14.2.** If the Supplier is unable to undertake corrective work to the satisfaction of the Authority and within a reasonable timeframe, then the Authority shall be entitled to engage the services of an alternative supplier to complete and/or correct the unsatisfactory Services and shall be entitled to charge the Supplier the reasonable cost of engaging the said third party or to withhold the fees by way of set-off

1.15 Undertaking, Covenants and Warranties

- 1.15.1** The Supplier warrants, covenants and/or undertakes to the Authority that it shall perform the Services throughout the Contract Period
- a) in accordance with and/or in compliance with the Specification and Invitation to Tender,
 - b) pursuant to its Tender,
 - c) in accordance with Good Industry Practice,
 - d) in accordance with the Law and the Supplier will inform the Authority as soon as it becomes aware of any changes to the Law, and
 - e) otherwise in accordance with this Contract

1.15.2. The Supplier warrants and/or undertakes that

- a) the Services will be performed by appropriately qualified, trained, skilled and experienced Personnel,
- b) the execution, delivery and performance of the Services by the Supplier, its sub-contractors and suppliers is within the Supplier's corporate capacity and powers,
- c) all requisite resolutions of its directors have been duly and properly passed to authorise execution, delivery and performance of the Contract,
- d) there is no Law binding on the Supplier and no provision in any document binding on the Supplier that prevents or would prevent the Supplier from observing any of the Supplier's obligations contained in the Contract,
- e) it has satisfied itself as to the nature of the scope of the work required by the Services in the Contract and that its Personnel who will provide the Services will be sufficiently skilled, experienced, competent, honest and qualified and of a sufficient number to carry out the Services,
- f) all Personnel used in the performance of the Services shall be entitled to work in the United Kingdom either by right or by virtue of possessing the necessary visa or permits,
- g) it shall not act in any manner which in the reasonable opinion of the Authority is prejudicial to the image of the Authority,
- h) it shall not make any representation or give any warranty on behalf of the Authority nor create any expense chargeable to the Authority or otherwise pledge the credit of the Authority, and
- i) it shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Authority

1.15.3. The Supplier warrants that it is free and entitled to enter into the Contract and to perform the obligations undertaken by it hereunder and that it has not entered into any agreement with any third party which might conflict with the terms hereof

1.15.4. Notwithstanding any other provision of the Contract and for the avoidance of doubt, the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Authority

1.16. Behaviour Conformance

- 1.16.1.** The Supplier hereby accepts full responsibility for the behaviour, acts, omissions or negligence of the Supplier's Personnel. The Supplier shall ensure that the Supplier's Personnel are apprised of and understand the Standard Terms and Conditions contained herein to the level necessary to perform their duties in accordance with such terms and conditions. The Supplier shall enforce (on becoming aware of or following notification of failure to comply) compliance with the Standard Terms and Conditions.
- 1.16.2.** If any the Supplier's Personnel for any reason are requested to attend the Authority's Premises, the Supplier's Personnel shall be polite and courteous, and shall when required provide proof of identity, and declare that they are acting on behalf of the Supplier.

1.17. Continuity of Personnel

- 1.17.1.** The Authority reserves the right to request or reject any specific individual(s) who may be allocated as Personnel by the Supplier to perform the Services. The Authority will not unreasonably withhold its Approval of any specific individual(s).
- 1.17.2.** Once allocated to the Contract, the Supplier shall endeavour not to substitute an alternative individual(s) part way through the Contract Period.
- 1.17.3.** In the event that the Supplier is unable due to unforeseen circumstances to continue to supply the same individual(s) for the full duration of the Contract the Supplier shall suggest an alternative individual(s) to the Authority for its Approval to complete the Contract activities. The Authority shall be under no obligation to accept the provision of the Services by any such replacement individual(s), and the Authority may, at its option, terminate the Contract and clause 4 shall apply.
- 1.17.4.** Where an alternative individual(s) is approved by the Authority, the Supplier shall ensure
 - 1.17.4.1.** that the replacement individuals(s) are familiarised with the Contract by the Supplier
 - 1.17.4.2.** that the Services are not delayed in any way as a result of the change in Supplier's Personnel

1.18. Sustainable Procurement

- 1.18.1.** The Supplier shall comply in all material respects with all applicable environmental Laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
- 1.18.2.** The Supplier shall, when working at the Authority's Premises, provide the Services in accordance with the Authority's environmental policy which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the use of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

2. Pricing and Payment

2.1. Payment Terms

- 2.1.1.** In consideration of the performance of the Supplier's obligation under the Contract by the Supplier the Authority shall pay to the Supplier the Contract Price as specified in the Tender. Save as expressly provided for in the Invitation to Tender and Specification, the Contract Price shall be fixed for the Contract Period and shall include all costs, expenses, overheads and profit of the Supplier directly or indirectly incurred in connection with the performance of the Contract.
- 2.1.2.** Payment shall be made within the period after performance of the Services specified in the Contract or if performance of the Services is postponed at the Authority's request pursuant to this Contract within the same period after the date of actual delivery or performance.
- 2.1.3.** If no express period of payment is otherwise specified in the Specification and Invitation to Tender or is otherwise agreed in writing between the Parties, payment in respect of the Services shall be subject to performance of the Services and made by equal payments monthly in arrears and payments shall be made within 30 (thirty) from the date on which the relevant invoice is regarded as valid and undisputed. The Supplier shall submit invoices to the Authority at the address stated in the Specification and/or Invitation to Tender.
- 2.1.4.** The Contract Price is exclusive of VAT applicable to the supply of Services which if properly chargeable shall be payable by the Authority at the prevailing rate subject to receipt of a valid VAT invoice from the Supplier.
- 2.1.5.** Where the Supplier submits an invoice to the Authority in accordance with this Contract, the Authority will consider and verify that invoice in a timely fashion. The Supplier will provide such details and supporting documents as the as may reasonably be required from time to time by the Authority in respect of invoices submitted.
- 2.1.6.** The Supplier will provide such details and supporting documents as may reasonably be requested by the Authority from time to time in respect of an invoice.
- 2.1.7.** If the Authority fails to pay any sum properly due to the Supplier on the due date for payment, then the Supplier may charge interest on such sum from the due date for payment until the date of payment in full, both before and after any judgement, at 4% (four per cent) above the base rate from time to time of Barclays Bank.
- 2.1.8.** Where the Supplier enters into a sub-contract with a supplier or sub-contractor for the purpose of performing its obligations under the Contract, it shall ensure that such sub-contract includes a provision which requires payment to be made of sums due by the Supplier to the sub-contractor within 30 (thirty) from the date on which the relevant sub-contractors invoice is regarded as valid and undisputed.
- 2.1.9.** The Authority reserves the right to withhold payment in whole or in part, without payment of interest, where the Supplier has either failed to supply the Services at all or has supplied Services which, in the reasonable opinion of the Authority, are unsatisfactory and any invoice relating to such Services will not be paid unless or until the Services have been delivered to the Authority's satisfaction.

- 2.1.10.** If the Supplier believes that payment for a correctly submitted invoice is overdue, they should, in the first instance, speak to the Authorised Officer or the named contact on the face of the Contract. In the event that the problem is not resolved to satisfaction, the Supplier should write to the Authority's Head of Procurement setting out the Supplier's case.

2.2 Contract Price

- 2.2.1.** The Contract Price is fully inclusive of all the Supplier's costs in provision of the Services. There will be no amendment to the Contract Price without agreement in writing between the Parties in accordance with clause 1.4.

3. Contract Monitoring

- 3.1** The Supplier and the Authority are required to meet regularly or, as and when deemed necessary by the Authority, to evaluate and monitor the performance of the Supplier under the Contract. These meetings are intended to promote co-operation and efficiency.
- 3.2** Where applicable, any consultants, sub-contractors and other third parties concerned with the Service may be invited to participate in the meetings held under this clause but only if both Parties agree in writing and both Parties agree that the mere participation by third parties (such as consultants and subcontractors) in the meetings will not give such parties any rights or responsibilities pursuant to this Contract which is made between the Authority and the Supplier.
- 3.3** The Supplier, the Authority and any third parties who participate in evaluation and monitoring meetings must meet their own costs for attendance at the meetings.

4. Termination

4.1 Termination Notice

4.1.1. Subject to the provisions of clause 8.7 (Force Majeure), the Authority may terminate the Contract with immediate effect by notice in writing to the Supplier on or at any time if

- a) the Supplier becomes bankrupt, insolvent, makes any composition with its creditors, has a Deputy appointed under the Mental Capacity Act 2005 or dies, or
- b) the Supplier ceases or threatens to cease to carry on its business, or
- c) the Supplier has a change in its control which the Authority believes will have a substantial impact on the performance of the Contract, or
- d) there is a risk or a genuine belief that there is a risk that reputational damage to the Authority will occur as a result of the Contract continuing to provide the Services. Such risk to be determined by the Authority in its sole discretion, or
- e) the Supplier is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the

satisfaction of the Authority within fourteen (14) days, or such other reasonable period as may be specified by the Authority after issue of a written notice specifying the breach and requesting it to be remedied, or

- f) there is a material or substantial breach by the Supplier of any of its obligations under this Contract which is incapable of remedy, or
- g) the Supplier commits persistent minor breaches of this Contract, whether remedied or not

4.2 Termination at Will

The Authority may terminate the Contract at will, in whole or in part, at any time with thirty (30) days' written notice to the Supplier

4.3 Consequences of Termination

4.3.1. If this Contract is terminated in whole or in part the Authority shall

- 4.3.1.1.** where termination arises under clause 4.1.1, be liable to pay to the Supplier only such elements of the Contract Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination, and/or
- 4.3.1.2.** where termination arises under clause 4.1.1, be entitled to deduct from any sum or sums which would have been due from the Authority to the Supplier under this Contract or any other contract and to recover the same from the Supplier as a debt any sum in respect of any loss or damage to the Authority resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable cost to the Authority of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Services or any parts of them, and/or
- 4.3.1.3.** where termination arises under clause 4.2, pay to the Supplier any reasonable, direct and quantifiable costs reasonably incurred by the Supplier due to early termination
- 4.3.1.4.** in the event that any sum of money owed by the Supplier to the Authority (the Supplier's debt) exceeds any sum of money owed by the Authority to the Supplier (the Authority's debt) under this Contract then the Authority shall, at its sole discretion, be entitled to deduct the Supplier's debt from any future Authority's debt or to recover the Supplier's debt as a civil debt

4.3.2. Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under the Contract

4.4 Dispute Resolution Procedure

- 4.4.1.** If a dispute arises between the Authority and the Supplier in connection with the Contract, the Parties shall in good faith try to resolve such dispute by means of prompt discussion at an appropriate managerial level
- 4.4.2.** If a dispute is not resolved within fourteen (14) days of referral under clause 4.4.1, then either Party may refer it to the appropriate nominated officer of each Party for resolution who shall meet for discussion within fourteen (14) days or longer period as both Parties may agree
- 4.4.3.** Provided that both Parties consent, a dispute not resolved in accordance with clauses 4.4.1 and 4.4.2, shall next be referred at the request of either Party to a mediator appointed by agreement between the Parties within fourteen (14) days of one Party requesting mediation with the costs of mediation determined by the mediator

4.5 TUPE and Retendering

- 4.5.1.** In the event of expiry or termination of the Contract or whenever reasonably requested by the Authority in preparation for tendering arrangements, the Supplier will provide the Authority with such assistance, as the Authority may require and provide at no cost to the Authority any information the Authority (whether on its own account or on behalf of any potential or confirmed replacement supplier) may request in relation to the Personnel including but not limited to, providing employee liability information as required under Regulation 11 of TUPE
- 4.5.2.** The Supplier authorises the Authority to pass any information supplied to any replacement supplier or potential replacement supplier and the Supplier will secure all necessary consents from relevant Personnel in order to do this
- 4.5.3.** The Supplier will keep the Authority and any replacement supplier indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided
- 4.5.4.** The Supplier undertakes to the Authority that, during the twelve months prior to the end of the contract period the Contract shall not and shall procure that any sub-contractor shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed)
 - a amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any of its Personnel (other than where such amendment or variation has previously been agreed between the Supplier and the Personnel in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services,
 - b terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability),
 - c transfer away, remove, reduce or vary the involvement of any of the Personnel from or in the provision of the Services (other than where such transfer or removal
 - i) was planned as part of the individual's career development,
 - ii) takes place in the normal course of business, and

- iii) will not have any adverse impact upon the delivery of Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services).
- d. recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

4.6 Survival

The following clauses will survive termination or expiry of the Contract: [Clause 4.3 \(Consequences of Termination\)](#), [Clause 5.1 \(Insurance\)](#), [Clause 6.1 \(Intellectual Property\)](#), [Clause 6.2 \(Confidentiality\)](#), [Clause 6.3 \(Data Protection\)](#), [Clause 6.4 \(Freedom of Information\)](#), [Clause 6.5 \(Record Keeping\)](#), [Clause 7.2 \(Law and Jurisdiction\)](#) and [Clause 8.10 \(Non Solicitation and Offers of Employment\)](#).

5. Insurance

5.1. Insurance details

- 5.1.1. The Supplier shall maintain insurances necessary to cover any liability arising under the Contract as set out below:

- a) **Public Liability** - £5,000,000.00 (five million pounds) in respect of any one claim or series of claims arising out of the same event and without limit on the number of claims in any 12-month period;
- b) **Employers Liability** - £5,000,000.00 (five million pounds) each claim;
- c) **Professional indemnity**– £2,000,000.00 (two million pounds) each claim

- 5.1.2. The Supplier shall upon request and/or prior to the Commencement Date and on each anniversary of the Commencement Date provide evidence that such insurances are in place.

5.1.2.1 If the Supplier does not maintain the necessary insurances under the Contract, the Authority may insure against any risk in respect of the default and may charge the Supplier the cost of such insurance together with a reasonable administration charge.

5.1.2.2. The Supplier is required to maintain Professional Indemnity insurance for a period of 6 (six) years after the Contract Period.

5.2. Indemnity & Liability

5.2.1 Neither Party seeks to exclude or limit its liability for:

- a) death or personal injury caused by its own negligence (but will not be liable for death or personal injury caused by the other Party's negligence);
- b) fraud and fraudulent misrepresentation;
- c) breach of the Data Protection Legislation; and

- d) any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited
- 5.2.2.** The Supplier shall indemnify the Authority in full without limit of liability for any loss damage or claim, including any loss or claim relating to Intellectual Property Rights and injury loss or damage claimed by any third party and against all Liabilities awarded against or incurred by the Authority (including legal expenses on an indemnity basis) arising from the Supplier's negligence, any fault or shortfall in the Services or any act or omission of the Supplier in supplying and delivering the Services
- 5.2.3.** Subject to clauses 5.2.1 and 5.2.2 neither Party shall be liable to the other Party (as far as permitted by Law) to the other Party for any indirect, special or consequential loss or damage in connection with the Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, savings (whether anticipated or otherwise), goodwill or business opportunities whether direct or indirect
- 5.2.4.** The Supplier shall indemnify the Authority against all other claims losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract suffered or incurred by the Authority arising out of or in connection with
 - 5.2.4.1.** any breach by the Supplier of the warranties contained in the conditions of this Contract,
 - 5.2.4.2.** the Supplier's negligence or breach of statutory duty,
 - 5.2.4.3.** any misrepresentation (including fraudulent misrepresentation) made by the Supplier
- 5.2.5.** Each Party shall at all times take reasonable steps to minimise and mitigate any loss or other matters for which one Party is entitled to be indemnified by or to bring a claim against the other under the Contract

6. Protection of Information

6.1 Intellectual Property

- 6.1.1** All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material
 - 6.1.1.1.** Provided to the Supplier by the Authority shall remain the property of the Authority,
 - 6.1.1.2.** Prepared by or for the Supplier specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Authority subject to any exceptions set out in the Specification
- 6.1.2.** The Supplier shall obtain necessary Approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Supplier shall procure that the owner of the Intellectual Property Rights grant to the Authority a non-exclusive licence, or if the Supplier is itself a licensee of those rights, the Supplier shall grant to the Authority an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be

non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Authorities, the replacement Supplier or to any other third party supplying services to the Authority, and shall be granted at no cost to the Authority

6.1.3. It is a condition of the Contract that the provision of the Services to the Authority and use of the Service by the Authority will not infringe any Intellectual Property Rights of any third party and the Supplier shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Authority in full without limit or liability against all Liabilities which the Authority may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to

- a) items or materials based upon designs supplied by the Authority, or
- b) any use by the Authority of the Services in combination with any item not supplied by the Supplier where such use of the Services directly gives rise to the claim, demand or action, or
- c) any modification carried out by or on behalf of the Authority to the Services if such modification is not authorised by the Supplier in writing
- d) If a claim or demand is made or action brought to which clause 6 1 3 may apply or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier may at its own expense either
 - i) modify the Services without reducing the performance and functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substitute Services, provided that modified or substitute Services shall be acceptable to the Authority, such acceptance not to be unreasonably withheld or delayed, or
 - ii) procure a licence to supply the Services/Goods to the Authority and for the Authority to possess and use the Services which are subject to the alleged infringement, on terms which are acceptable to the Authority

6.1.4. The Supplier shall promptly notify the Authority if any claim or demand is made or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Rights which may affect the Authority's use of the Services

6.1.5. If a modification or substitution in accordance with clause 6 1 3(i) is not possible so as to avoid the infringement or the Supplier has been unable to procure a licence in accordance with clause 6 1 3(ii) the Authority shall be entitled to terminate this Contract in accordance with clause 4 1(f)

6.1.6. The Authority shall promptly notify the Supplier if any claim or demand is made or action brought against the Authority to which clause 6 1 3 may apply The

Supplier shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the Authority hereby agrees to grant to the Supplier exclusive control of any such litigation and such negotiations

6.1.7. The Authority shall at the request of the Supplier and at the Supplier's expense afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority to which clause 6 1 3 may apply or any claim or demand made or action brought against the Supplier to which clause 6 1 5 may apply

6.1.8. The Supplier will indemnify the Authority against all damages and costs finally awarded against the Authority as a result of such action but will not be responsible for any settlement or compromise made without its consent

6.1.9. The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right to which clause 6 1 3 may apply or any claim or demand made or action brought against the Supplier to which clause 6 1 5 may apply

6.1.9.1. At the termination of the Contract the Supplier shall immediately return to the Authority any and all materials, work or records held in relation to the Services, including any back-up media

6.2. Confidentiality

6.2.1. Except to the extent set out in this clause 6 2 or where disclosure is expressly permitted elsewhere in this Contract each Party -

- a shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly, and
- b shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract

6.2.2. The Supplier shall not and shall procure that its Personnel do not use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract

6.2.3. The Supplier may only disclose the Authority's Confidential Information to its employees, agents, professional and other advisors and consultants engaged in relation to this Contract and who need to know the information and shall ensure that they are under a similar obligation of confidentiality in respect of the Confidential Information

6.2.4. The provisions of clause 6 2 1 shall not apply to any Confidential Information received by one Party from the other

- a) which is or becomes public knowledge (otherwise than by breach of this clause),
- b) which was in the possession of the receiving Party, without restriction as its disclosure, before receiving it from the disclosing Party,
- c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
- d) is independently developed without access to the Confidential Information, or
- e) which is disclosed pursuant to a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR

6.2.5. Nothing in this clause 6 2 shall prevent the Supplier disclosing any Authority Confidential Information

- a) for the purpose of the examination and certification of the Authority's accounts, or
- b) for the purpose of any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources, or
- c) to any other department, office or agency of the government, or
- d) to Regulatory Bodies, or
- e) to the Authority's professional advisers, insurers and/or insurance advisers, or
- f) to any consultant, contractor or agent engaged by the Authority for purposes relating to this Contract who need to know the information the Authority shall use reasonable endeavours to ensure that any party to whom the Supplier's Confidential information is disclosed pursuant to clause 6 2 is made aware of the Authority's obligation of confidentiality

6.2.6. Nothing in this clause 6 2 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights

6.3. Data Protection

6.3.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, each Party is a Data Controller and both Parties shall comply with their obligations under Data Protection Legislation. The only processing that the Supplier is authorised to do is listed in Schedule 3 hereto by the Authority and may not be determined by the Supplier

6.3.2. The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation

6.3.3. The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include

- (a) a systematic description of the envisaged processing operations and the purpose of the processing,
- (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services,
- (c) an assessment of the risks to the rights and freedoms of Data Subjects, and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data

6.3.4. The Supplier shall, in relation to any Personal Data processed on the Authority's behalf in connection with its obligations under this Contract

- (a) process that Personal Data only in accordance with the Schedule 3, unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law,
- (b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the
 - (i) nature of the data to be protected,
 - (ii) harm that might result from a Data Loss Event,
 - (iii) state of technological development, and
 - (iv) cost of implementing any measures,
- (c) ensure that
 - (i) the Supplier Personnel do not process Personal Data except in accordance with this Contract (and in particular the Schedule),
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they
 - (A) are aware of and comply with the Supplier's duties under this clause,
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor,

- (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract, and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data, and
- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 as determined by the Authority,
 - (ii) the Data Subject has enforceable rights and effective legal remedies,
 - (iii) the Supplier 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 Authority in meeting its obligations), and
 - (iv) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data,
- (e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Supplier is required by Law to retain the Personal Data

6.3.5. Subject to clause 6.3.6, the Supplier shall notify the Authority immediately if it

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request),
- (b) receives a request to rectify, block or erase any Personal Data,
- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation,
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract,
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, or

- (f) becomes aware of a Data Loss Event

6.3.6. The Supplier's obligation to notify under clause 6.3.5 shall include the provision of further information to the Authority in phases, as details become available

6.3.7. Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 6.3.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing

- (a) the Authority with full details and copies of the complaint, communication or request,
- (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation,
- (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject,
- (d) assistance as requested by the Authority following any Data Loss Event,
- (e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office

6.3.8. The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless

- (a) the Authority determines that the processing is not occasional,
- (b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR, and
- (c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects

6.3.9 The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor

6.3.10. The Supplier shall designate a data protection officer if required by the Data Protection Legislation

6.3.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must

- (a) notify the Authority in writing of the intended Sub-processor and processing,

- (b) obtain the written consent of the Authority,
- (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 6.3.11 such that they apply to the Sub-processor, and
- (d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require

6.3.12. The Supplier shall remain fully liable for all acts or omissions of any Sub-processor

6.3.13. The Authority may, at any time on not less than thirty (30) Business Days' notice, revise this clause 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 this Contract)

6.3.14. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Business Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office

6.4 Freedom of Information Act

6.4.1. The Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations (EIR) 2004 ('the Acts'). As part of the Authority's duties under the Acts it may be required to disclose information forming part of the Contract to the Information Commissioners Office or anyone who makes a reasonable request

6.4.2. The Authority is responsible in its absolute discretion for determining in its discretion whether any information is commercially sensitive information, and/or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR

6.4.3. The Supplier shall assist and co-operate with the Authority (at the Supplier's expense) to enable the Authority to comply with the information disclosure requirements under the Acts and in doing so will comply with any timescale notified to it by the Authority

6.4.4. Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Authority to publish this Contract and its Schedules in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Authority decides is most appropriate

6.5 Record Keeping

6.5.1. To assist the Authority with its record keeping and monitoring requirements, including auditing and National Audit office requirements, the Supplier shall keep and maintain for six (6) years (or any longer period of time in accordance

with specific legislation) after expiration of the Contract Period, full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall on request allow the Authority such access to (and provide at no additional cost copies of) those records as may be required by the Authority in connection with the Contract

- 6.5.2.** The Supplier will at its own cost, provide any information that may be required by the Authority to comply with the Authority's procedures for monitoring of the Contract

7. Statutory Obligations

7.1. Health & Safety

- 7.1.1.** While on the Authority's Premises the Supplier shall comply with any health and safety measures implemented by the Authority in respect of persons working on the Authority's Premises

- 7.1.2.** The Supplier shall

- a notify the Authority immediately in the event of any incident occurring in the provision of the Services on the Authority's Premises, where that incident causes any personal injury or damage to property which could give rise to personal injury
- b take all necessary measures to comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety which may apply to those of its employees, consultants, agents or sub-contractors that provide the Services
- c ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request
- d The Supplier shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this Condition

7.2. Law and Jurisdiction

- 7.2.1.** The Supplier shall comply at all times with the Law in its performance of the Contract

- 7.2.2.** The Contract shall in all respects be governed by and interpreted in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts

7.3. Equality and Diversity

7.3.1. The Supplier shall perform its obligations under this Contract in accordance with applicable equality Law and not unlawfully discriminate within the meaning and scope of any Law (whether because of race, sex, disability, sexual orientation, religion or belief, age, pregnancy and maternity, marital or civil partnership status, gender re-assignment, trade union membership or activities, part time or fixed term status or otherwise) including but not limited to the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof

7.3.2. The Supplier shall take all reasonable steps to secure the observance of clause 7.3.1 by all its Personnel including sub-contractors(if any) engaged in the provision of the Services under this Contract

7.4 Whistleblowing and Modern Slavery Act 2015

7.4.1. The Supplier shall implement and maintain a whistleblowing policy which complies with applicable Law The policy shall

- (a) set out procedures by which Personnel can confidentially report concerns about illegal, unethical or otherwise unacceptable conduct, and
- (b) ensure that it enables the Personnel to bypass the level of management at which the problem may exist

7.4.2. The Supplier shall comply with the provisions of the Modern Slavery Act 2015 and shall take such steps as is necessary to promote ethical business practice and policy to protect employees and workers from abuse and exploitation The Supplier shall use best endeavours to ensure that slavery and human trafficking is not taking place in its supply chains

8. General Provisions

8.1. Authorised Officer

The Authorised Officer or their appointed Deputy shall be the duly authorised representative of the Authority Any Notice, information or communication given or made by the Authorised Officer shall be deemed to have been made by the Authority

8.2. Notices

8.2.1. Any formal notice required by this Contract to be given by either Party to the other shall be in writing and shall be served personally or by sending it by first class recorded or special delivery post to the appropriate address notified to each other as set out in the Recitals Formal notices shall not be accepted by email

8.2.2. Any notice served personally will be deemed to have been served on the day of deliver and any notice sent by post will be deemed to have been served forty eight (48) hours after it was posted If the date of service falls on a weekend or public bank holiday, then it will be deemed served on the next Business Day

8.3. Waiver

- 8.3.1.** The failure by either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 8.3.2.** No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause 8.2 (Notices).

8.4. Severability

If any of the provisions of the Contract become invalid this shall not affect the validity of the remaining provisions. In the event of such occurrence the Parties shall, in so far as it is legally permitted, agree on the replacement of the invalid provision with a valid one achieving the same or similar purpose.

8.5. Assignment, Sub-contracting & Responsibility

- 8.5.1.** The Supplier shall not sub-contract any of its obligations under the Contract without the prior written permission of the Authority (save in respect of sub-contracting in the Tender).
- 8.5.2.** The Authority shall be entitled to
- 8.5.2.1.** assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2015), or
 - 8.5.2.2.** transfer, assign or novate its rights and obligations where required by Law
 - 8.5.2.3.** transfer, assign or novate its rights to a successor body or organisation
- 8.5.3.** The Supplier shall remain responsible and liable for the acts and omissions of sub-contractors, servants, agents and employees as though they were its own.

8.6. Business Continuity

- 8.6.1.** The Supplier shall have a robust Business Continuity Plan in place which is acceptable to the Authority to ensure that the provision of Goods to the Authority will be maintained in the event of disruption, including but not limited to disruption to information technology systems, to the Suppliers operations and those of sub-contractors to the Supplier, however caused.
- 8.6.2.** The Business Continuity Plan shall be available for the Authority to inspect and to practically test at any reasonable time and shall be subject to regular updating and revision throughout the term of the Contract.
- 8.6.3.** The Authority may require the Supplier to conduct additional tests of the Business Continuity Plan where the Authority considers it necessary, including where there may be a change to the Goods or any underlying business processes or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan and the Authority reserves the right to attend any Business Continuity Plan test undertaken by the Supplier.

- 8.6.4.** The Parties shall comply with the provisions of the Business Continuity Plan and the Supplier shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its term

8.7. Force Majeure

- 8.7.1.** Neither Party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure
- 8.7.2.** If the Authority or the location at which the Services are to be delivered is affected by circumstance of Force Majeure, the Authority shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Supplier against the Authority nor entitle the Supplier to terminate the Contract
- 8.7.3.** Industrial action by, or illness or shortage of the Supplier's employees, agents or subcontractors, failure or delay by any of the Supplier's contractors to supply goods, components, services or materials shall not be regarded as an event of Force Majeure unless itself due to a Force Majeure event
- 8.7.4.** If either Party is subject to a Force Majeure Event it shall not be in breach of the Contract provided that
- 8.7.4.1.** it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance,
- 8.7.4.2.** it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not, and
- 8.7.4.3.** it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible
- 8.7.4.4.** If the Force Majeure Event prevails for a continuous period of more than one (1) month, the Authority may terminate the Contract by giving ten (10) Business Days' written notice to the Supplier. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of either Party in respect of any breach of the Contract occurring prior to such termination

8.8. Prevention of Bribery

- 8.8.1.** In this clause, "Bribery Act" means the Bribery Act 2010 and "Prohibited Act" means any of the following
- 8.8.1.1.** to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to (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, or
- 8.8.1.2.** to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement, or

- 8.8.1.3. committing any offence (i) under the Bribery Act, (ii) under legislation creating offences concerning fraudulent acts, (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Authority, or (iv) defrauding, attempting to defraud or conspiring to defraud the Authority
- 8.8.2. The Supplier shall not commit a Prohibited Act and ensure that any of its employees, consultants, agents, or sub-contractors shall not commit a Prohibited Act in connection with the Contract
- 8.8.3. The Supplier warrants, represents and undertakes to the Authority that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Contract
- 8.8.4. Where the Supplier commits a Prohibited Act in relation to this or any other contract with the Authority, the Authority has the right to
 - 8.8.4.1. Terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the provision of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period, or
 - 8.8.4.2. Recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause whether or not the Contract has been terminated
- 8.8.5. The Supplier shall, if requested, provide the Authority with any reasonable assistance to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act
- 8.8.6. The Supplier shall have and maintain an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any of its employees, consultants, agents or sub-contractors from committing a Prohibited Act and shall enforce it where appropriate
- 8.8.7. If any breach is suspected or known, the Supplier must notify the Authority immediately
- 8.8.8. If the Supplier notifies the Authority that it suspects or knows that there may be a breach, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation. This obligation shall continue for three years following the expiry or termination of this Contract

8.9. Costs & Expenses

Each of the Parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract

8.10. Non Solicitation & Offers of Employment

The Supplier agrees that as from the effective date of this Contract until twelve (12) months after expiration, it shall not directly or indirectly actively solicit or hire for employment or engagement or entice away on behalf of itself or any other person or organisation, any of the Authority's staff who have been directly associated with this Contract and who are then still employed by the Authority, without the Authority's prior written consent

8.11. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply

8.12. Supplier Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Supplier

8.13. Conflict of Interest

8.13.1. The Supplier shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require

8.13.2. Where the Authority is of the opinion that the conflict of interest notified to it is capable of being avoided or removed, the Authority may require the Supplier to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and

8.13.2.1. if the Supplier fails to comply with the Authority's requirements in this respect, or

8.13.2.2. if, in the opinion of the Authority, it is not possible to remove the conflict, the Authority may terminate the Contract immediately and recover from the Supplier the amount of any loss resulting from such termination

8.13.3. Notwithstanding clause 8.13.2 of this Condition, where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Supplier of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Supplier the amount of any loss resulting from such termination

8.14. Publicity

Neither the Authority nor the Supplier shall publicise in any media or public announcement information regarding the terms of the Contract, or the Services supplied, without the prior written consent of the other Party in either case such consent not to be unreasonably withheld or delayed

8.15. Lien

The Supplier will not permit its Personnel to file any liens against the property or realty of the Authority to secure payment under this Contract. If any liens or interest arise as a result of the Supplier's action or inaction the Supplier will remove the liens at its sole cost or expense within ten (10) Business Days

8.16 Counterparts and Electronic Completion

8.16.1. This Contract may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Contract by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Contract by all Parties

8.16.2. This Contract may be signed by any Party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such Party's intention to be bound by this Contract as if signed by each Party's manuscript signature

SCHEDULE1

SPECIFICATION OF SERVICES

Provider must meet all elements which includes the OH provision and a portal

Although we are looking at innovative ways to deliver Occupational Health Services, including mobile services, provider to be aware that there is a facility to utilise space at GMCA accommodation at Agecroft Fire Station to deliver some OH services with cost reductions to be agreed. Facilities include separate entrance, four rooms (including one which is currently used as a reception) kitchen & toilet facilities, free parking, sound booth for audiometry assessments, and a serviced and calibrated treadmill available for use during Chester Treadmill test

1.1.1 OCCUPATIONAL HEALTH DATA

We have provided in this section the annual numbers and types of appointments carried out by our occupational health and other specialists to provide provider with a breakdown of the range of medicals undertaken and the volume of appointments

Type of Appointment	2023	2024	Total over 2 years	Percentage over 2 years
Health Surveillance Medical	333	408	741	23.00%
Asbestos Medical	454	513	967	30.00%
New FF Recruit / Inter Service Transfer Medical	121	105	226	7.00%
HGV Medical	101	246	347	10.90%
D1 Medical	3	1	4	0.10%
Audiometry Assessment (outside of medical appointment)	38	46	84	3.00%
Blood Pressure Review	15	3	18	1.00%
Functional Hearing Test	24	21	45	1.00%
Management Referral (OHP & OHA)	346	418	764	24.00%
IQMP/IRMP	5	7		
			3196	

* FF = Firefighter,

1.2 Required Essential Services

1.2.1 Pre-employment questionnaires, assessments and medicals

Pre-employment medicals, to include screening, further follow up consultations, in person appointments. To provide advice on physical and mental health pre-existing conditions which may impact on the ability to undertake the role

Pre-employment questionnaires (PEQ) and assessments, When the PEQ is screened, OH may request a further assessment with a new applicant based on the medical information provided on the questionnaire to determine whether any adjustments are required to the role and whether they are likely to come under the remit of the Equality Act 2010 and to provide further advice to management

Firefighter onboarding medicals include completion of pre-employment health questionnaire and medical assessment as detailed below in three-yearly Health Surveillance, with the addition of GMFRS conducting the Chester Treadmill Test

GMFRS will provide the appropriate medical standards to ensure compliance to expected recruitment standards

1.2.2 Carry out routine health surveillance ie Firefighter three yearly and annually for specific roles. Which includes both physical and mental health monitoring. Monitoring of symptoms of occupational diseases. Other firefighting specific medicals and health surveillance including LGV and D1 assessments, vibration assessments, asbestos medicals

Based on National Standards, the Operational Firefighter health assessment (Questionnaire and Appointment) carried out by the Occupational Health service, ensures health and medical conditions do not increase risks when working under pressure in difficult environmental conditions

The Firefighter assessment is in two stages, of which both stages are to be conducted by the Occupational Health service

Stage 1 Examination by the OH Nurse/Technician

- Recent health changes, investigative referrals or recent surgery
- Current Medication
- History of fits, dizziness or blackouts
- Height, Weight and BMI
- Musculoskeletal Injuries
- Urine test - Looking for blood, protein and glucose, to check for possible indicators for disease such as diabetes
- Blood Pressure
- Resting Heart Rate
- Lung Function/Spirometry test
- History of stress anxiety and depression
- Hearing
- Vision - Visual Acuity

Stage 2 Examination by OHP

- Review of screening by the OH Nurse/Technician
- Review recent health changes, investigative referrals or recent surgery
- Current Medication
- Asbestos Medical (The adherence to the asbestos regulations has been reviewed by the HSE and fire and rescue services have been granted an exemption to undertake the tests every three years rather than every two years)
- Completion of advisory report confirming fitness for role, any reasonable adjustments that may be required and an asbestos certificate

1.2.3 Other role specific medicals and health surveillance including, but not limited to, HGV and D1 assessments, vibration assessments, asbestos medicals, equipment and vehicle technicians, annual compartment fire behaviour trainer medical. Follow up appointments may be necessary to monitor results which fall below expected standards.

Hand Arm Vibration Assessment Assessment of signs or symptoms of hand arm vibration syndrome via a physical assessment and questioning to complete HAVS screening form Completed by OH for any individual whose risk assessment identifies them at risk of HAVS by the Service To be reviewed annually

HGV Medical For our service drivers – operational and non-operational – in accordance with licence requirements From the age of 45, HGV drivers have a medical every five years, and annually when over the age of 60

D1 Medical for mainly non-operational staff who drive minibuses

Annual compartment fire behaviour trainer medical Assessment of signs, or symptoms of heat stress or dehydration via questioning Provision of rehydration advice and health education and information as required General health factors Height, weight, blood pressure, resting heart rate, BMI, lung function test, hearing test, vision test, skin examination, urine test

Equipment and vehicle technicians as defined by risk assessment

1.2.4 To advise the Service where individuals may be covered under Equality Legislation and/or required by Health and Safety Legislation, any reasonable adjustments to ensure operational safety ie to equipment, uniform or PPE or where it impacts on their ability to undertake the role safely.

Working in hazardous and high risk environments relies on the standards for fitness, safety arrangements and competency to be met This is monitored through various means of assessment Clinical appointments is an opportunity to highlight cases for reasonable adjustments not necessarily linked to disability This could include requiring non-standard stocked sizing of PPE or an individual health condition requires ad hoc or personalised non-standard adjustments This is to ensure that no additional hazards are created due to the wearing, use or failure of the PPE or equipment

1.2.5 Management referrals to OHA and OHP (face to face, virtual or telephone) to advise on fitness to work and management support and advice. Rehabilitation plans. Management pre and post appointment consultations including case conferences

Online referral completed by management and submitted via an Occupational Health portal, following which the OH provider completes assessment of the individual and provides advice to the employee and referring manager / People Services via report to management also answering the questions raised in the referral form OH will determine at the first management referral appointment whether the employee requires a review appointment to monitor their progress and provide further advice with regard to the employee's fitness for duty, modified duties or unfit outcome and what is likely to facilitate a return to work , with an expected date The supplier will facilitate the booking of review appointments as required

With a background of an ageing population and the extension of working life, rehabilitation is a key area for the health and wellbeing for our staff The need to assess the functional abilities of an employee, analyse the work duties and identify factors affecting performance, and the provision of practical recommendations, will assist in returning an absent employee to work,

or help to keep them in work. The focus here, being a more holistic approach looking at both physical and psychological barriers to work and how to overcome these.

Managers should have the opportunity to engage pre and post appointments to allow further clarification of the referral. This is useful for complex cases to ensure clear understanding through questioning.

Management reports should also include signposting links to relevant resources which could benefit the individual i.e. apps, websites and books.

We expect case conference meetings between management and/or HR with either the OHA or OHP to discuss progress with an individual's case and determine next steps and seek advice as appropriate regarding case management.

GMFRS will provide fitness standards for consideration during review, and the appropriate levels required for operational staff. We will also provide guidance on support available to enable management advice within the report.

1.2.6 Specialist referrals to include Psychiatric Services, Independent Qualified Medical Practitioner (IQMP), Independent Registered Medical Practitioner (IRMP) with regard to Ill Health Retirement and Injury Award.

Where specialist referrals are identified or recommended by OH, we expect the OH service to provide or source the required provision. We expect the OH provider to manage these referrals and advise the service appropriately.

1.2.7 Capability and ill health retirement (IRMP/IQMP/Injury) assessments

The supplier shall provide Occupational Health Physicians who are qualified/registered in occupational health medicine to provide medical opinion on ill health retirement eligibility for the Local Government Pension Scheme (LGPS) and other appropriate pension scheme (for example Firefighters PS) in respect of the following:

Injury Award Assessment

Active member ill health retirement

Deferred member ill health retirement

Tier 3 ill health retirement reviews (LGPS) and FF ill health retirement reviews

Internal Dispute Resolution Procedure

Support with Board of Medical referee appeals FF Pensions

The supplier should comply with the appropriate Pension Funds which require IRMP/IQMP from whom GMCA takes advice from before making a decision on ill health retirement. The supplier will be required to ensure that these records are reviewed/updated on an annual basis with the GMPF and Firefighters Pension Scheme.

Comply with the appropriate Pension Fund regulations by ensuring that all IRMP/IQMP's take account of and keep up to date with Statutory Guidance when giving advice to GMCA when making a decision on entitlement to ill health retirement benefits.

Produce a report (after giving the individual the right of access to the contents of the report) on whether, in their medical judgement, an active member/deferred member meets the criteria

for ill health retirement under the LGPS, FF pension Scheme (or other appropriate pension scheme as stated above) The final decision on whether any ill health retirement terms can be offered lies with GMCA and hence potential outcomes should not be discussed by the IRMP/IQMP with the employee at any point

As a default, a face-to-face consultation will be held with the active member/deferred member in order for the IRMP/IQPM to provide advice on ill health retirement eligibility

1.3 Non routine Services

In addition to routine health surveillance we will at times require additional services, these include, but are not limited to

1.3.1 Vaccinations, including venepuncture (for international travel)

We provide vaccinations for small groups of staff Hepatitis B vaccinations for specific group of staff, and vaccinations for the International Search and Rescue (ISAR) team depending on their vaccine history and individual requirements in compliance with the Public Health England Green Book immunisation schedule recommendations Reviews for ISAR booster vaccines are managed by staff members themselves

Vaccinations
Hep A
Hep B
Hep A and B Combined
Hep C
Rabies
Yellow Fever
Meningitis
Tick Borne Encephalitis
Japanese Encephalitis (Ixairo)
Diphtheria, Tetanus & Polio
Typhoid
Cholera (oral)

1.3.2 Needle-stick injury assessments - Venepuncture

Including but not limited to, blood tests completed by OHA to determine Hepatitis B titre levels for Trauma Technicians or blood grouping for the International Search and Rescue team

Needle stick injury assessments should include taking detailed information about the injury, explaining the transmission risks, blood test and required vaccinations, with the offer of counselling about these tests and potential results while waiting for said results, and providing advice about reducing the risk of transmission until the test results are received Referrals and advice are then made accordingly

1.3.3 Alcohol / drug testing

With-cause alcohol and drug testing capability available to be called upon 24/7 to call-out for on-site testing

1.3.4 Health promotion

Support in the promotion benefits of good health for employees, by advising and developing themes and resources for health promotions and campaigns

1.4 Case management

1.4.1 Management referral and case conferencing

From the initial referral to an appropriate outcome, managing and supporting both the employee and the organisation, including when referred to a specialist to ensure a structured review process

The contracted provider should supply written reports which are an objective and professional capability assessment, based on information from both the employee, the employer and/or from further medical expert evidence where necessary. The focus of all reports must clearly provide managers with relevant information to inform employment decisions

Following the medical, a report outlining actions and recommendations for managers. A proactive approach is required to provide additional guidance and medical opinion on complex cases to ensure the employee is fully supported and all adjustments are implemented. Enabling a successful facilitation of their return to work or support with an ongoing case

Reports must include,

- Clear direction on the nature of any rehabilitation plans and any physical or practical adjustments to the workplace that could be considered
- A concise summary of the relevant medical issues and their occupational impact
- Information on fitness for work
- Prognosis, rehabilitation plan, and any advice to support case resolution and to help manage any unexpected outcome
- A clear indication of likely timescale for case resolution
- Confirmation and clinical justification where a review of the employee's case is required
- An opinion as to whether the Equality Act 2010 is likely to apply, how it is relevant and what adjustments should be considered, with timescales where appropriate. Recommendation should include a clear scope of duties which are within their medical capability
- A clear separation of employee perception versus clinical opinion and also clarity on recommendations that are considered medically necessary versus those that may have a positive impact on overall wellbeing in general terms
- Summary recommendations supported by medical evidence and providing a clear signpost for the manager to take action
- A clear articulation of the actions to be undertaken by the individual to aid their own recovery / prevention of future impact
- Any onward referral to other services under this specification or externally
- Only obtain consent required by legislation and in a way which provides the minimal delay to GMCA receipt of advice

If report content makes it necessary for GMCA to request further clarity (for example as referral questions have not been fully addressed or there is ambiguity or lack of clarity) this will not be chargeable to the Service

Any reports provided by the supplier may be utilised in defending employment decisions including dismissal on ill health grounds or to defend personal injury claims in an Employment Tribunal or Court. If required by the Court, the author of the report may be required to defend the contents of the report in Court

1.5 Contract Management

The supplier should consistently work effectively with the management team to review trends and advising on appropriate interventions to maintain and develop a healthy workforce

The contracted supplier should provide monthly statistics and commit to monthly contract management meetings to work with GMCA in relation to continuous service improvements. The supplier should also attend appropriate Service specific meetings and conferences, including, but not limited to National events held by NFCC and FireFit

The supplier is expected to provide clinical/medical updates related to our business

1.6 Attendance at appropriate board meetings quarterly.

Attendance should be by the most appropriate representative. This includes contract monitoring, systems managers, medical or clinical practitioners, and senior management

1.7 Response time and flexibility of resource

As a *minimum provision*, Occupational Health Services shall be available 52 weeks of the year, over a five-day period, Monday to Friday, excluding Bank and Public Holidays. The service to be provided between the hours of 08 00 hours to 18 00 hours during which time the GMCA expect to have access to Occupational Health Physicians and Occupational Health Advisors, and other staff you may use to deliver the service

The provider must be prepared to occasionally deliver services outside normal hours as required. The above sets out the minimum availability requirements, but bidders are invited to propose improved, more flexible or extended cover arrangements (to include weekends where possible). Due to the changing environment and high-risk environment the majority of our employees work in, the ability to respond to changing demand at short notice is an important element of service provision

Enquiries/queries (via email/telephone call) should be responded to, with action taken, within one working day

1.8 Location at, and manor in which services are delivered

Applicants are to be aware that they may deliver their OH services from GMCA accommodation at Agecroft Fire Station with cost reductions to be agreed. Facilities include separate entrance, four rooms (including one which is currently used as a reception) kitchen & toilet facilities, free parking, sound booth for audiometry assessments, and a serviced and calibrated treadmill available for use during Chester Treadmill test

Hidden costs such as overtime are currently picked up by the organisation due to operational colleagues needing to travel to our Agecroft clinic to attend health surveillance medicals in their own time. We are therefore interested in innovative ways, and locations at which,

medicals can be delivered, whether that includes use of OH partner sites, a mobile service so they can be delivered at Stations Our expectation is that from the outset the OH provision will in part be blended with telephone, virtual or at Agecroft OH Unit

1.10 Reporting and Management Information

The contracted supplier should provide monthly statistics and commit to quarterly contract management meetings to work with GMCA in relation to continuous service improvements

The OH supplier should provide detailed management information to the organisation on a monthly basis, including trends and practical advice on appropriate interventions with which the organisation may align its wellbeing initiatives to maintain and develop a healthy workforce

The OH supplier should routinely gather feedback from service users (individuals and referring managers) and provide results as part of contract management

1.11 Provision of training

Provide training through a number of means on systems and processes to ensure effective referrals and management reports Also provide training/materials to relevant individuals to manage the system and provide technical support if needed

1.12 Staffing

The contracted organisation must have sufficient resources to provide a high standard of service to the client Staff must be appropriately qualified and competent within the role they provide to the service This may include ability to access a network of partners for resilience or in case of capacity issue so that there is no impact on service provided

The supplier shall, for the duration of the contract, provide suitably qualified and experienced staff and practitioners which will include

- A Fellow Faculty of Medicine (FFOM) Lead Doctor to provide procedural and process guidance
- Occupational Health Physicians (OHP) who are eligible for inclusion on the specialist register of the GMC, or who hold a postgraduate qualification in occupational medicine conferred by the FOM and are working under the supervision of a registered specialist in occupational medicine permanently and directly employed by the Contractor, to carry out routine appointments
- Occupational Health Physicians who are Members or Associates of ALAMA (The Association of Local Authority Medical Advisors)
- Occupational Health Physicians registered with the appropriate Pension Schemes in order to undertake assessment under each scheme's regulations concerning ill health retirement
- Occupational Health Physicians who are Appointed Doctors for Asbestos, to carry out routine appointments
- Occupational Health Advisers who are Specialist Community Public Health Nurses with either a certificate/diploma or degree in Occupational Health and significant experience, to carry out routine appointments
- Practitioners trained in carrying out HAVS screening, having completed a suitable training programme that will satisfy the HSE
- An accounts manager as point of contact for GMCA
- Dedicated Support staff/operational management familiar with the demands and needs of a modern fire service, which impact on the way occupational health services are delivered

While our current OH supplier uses OHT, OHA and OHP, we are keen to explore the most effective use of Practitioners.

It is the supplier's responsibility to ensure that such registrations are maintained.

1.13 Key Performance Indicators

Key Performance Indicator	Monitor Frequency	Required Performance
Referrals processed and initial contact made within two working days.	Monthly	95%
Appointment date within ten working days from date referral submitted.	Monthly	95%
Outcome report within 48 hours from appointment taking place.	Monthly	95%
Percentage of reports requiring further clarification or inclusion	Monthly	<5%
Percentage of appointments not attended without prior notification	Monthly	<5%
Zero clinics cancelled by supplier	Monthly	100%
Enquiries/queries (via email/telephone call) responded to with action taken within one working day.	Monthly	95%
Monthly management information provided within one week of month-end.	Monthly	95%
Customer Satisfaction with service, including: - Clinical outcome - Overall service - Venue	Monthly	95%

1.14 Delivery of services

System requirements can be found in the attached User Stories, where you will find Must-Could-Should criteria.



User Stories - OH
Portal.pdf

Access to a support desk Monday – Friday 08:00-18:00.

System issues graded by impact, with appropriate resolution timescales shown in KPIs.

Any upgrades/hot-fixes to be implemented by the supplier within two weeks of request.

1.15 Key Performance Indicators

Key Performance Indicator	Monitor Frequency	Required Performance
System specification continuously met	Monthly	100%
System user data updated	Weekly	100%
System available 24/7 with no loss of/interruption to service	Monthly	100%
Service function issues resolved <4hrs	Monthly	100%
Any upgrades/hot-fixes to be implemented by the supplier within two weeks of request	Monthly	95%

1.16 Supplier must inform the organisation of any occasions of failure to meet the KPIs.

KPIs are subject to review in order to determine their relevance and required performance targets. This may include the establishing of additional KPIs.

Underperformance shall be managed through contract monitoring meetings and will be subject to abatement of £120. Underperformance shall be managed as follows:

- Consistent underperformance for 1-3 months: Management under normal contract management arrangements.
- Consistent underperformance for 4-6 months: Meeting between the representatives of GMCA and the Chief Executive / Managing Director of the supplying organisation.
- Consistent underperformance for 6 months plus: GMCA reserves the right to consider the early termination of the contract by reasons of breach of obligation under the contract terms and conditions.

SCHEDULE 2

SUPPLIER'S TENDER /RESPONSE

Part 1: Your information and the bidding model.

You must answer all questions in parts 1 and 2. If you are the supplier, you must answer all questions in part 3 as well.

Bidders must ensure that every organisation on which they will rely to meet the selection criteria completes and submits their own answers and declaration for part 1 and 2.

Yes ☐
No ☐
N/A ☐

Section 1 Your information		
Question number	Question	Response
1.1(a)	Name (if registered, please give the registered name)	Nation Occupational Health Limited
1.1(b) – (i)	Registered address (if applicable) or head office address	First Floor, Swan Buildings, 20 Swan Street, Manchester, M4 5JW
1.1(b) – (ii)	Registered website address (if applicable)	www.nationoh.co.uk
1.1(c)	Trading status a) - public limited company b) - private limited company c) - limited liability partnership d) - other partnership e) - sole trader f) - third sector g) - other (please specify your trading status)	b) Private Limited Company
1.1(d)	Date of registration (if applicable) or date of formation.	07/12/2022
1.1(e)	Registration number (company, partnership, charity, etc if applicable).	14528753
1.1(f)	Registered VAT number.	N/A
1.1(g) – (i)	Are you registered with the appropriate professional or trade register(s) specified for this procurement in the Member State where your organisation is established?	Yes ☐ No ☐ N/A ☒
1.1(g) – (ii)	If you responded yes to 1.1(g) – (i), please provide the relevant details, including the name of the register and registration number(s), and if evidence of registration is available electronically, please provide - the website address, - issuing body - reference number.	

1.1(h) – (i)	For procurements for services only, is it a legal requirement in the country where you are established for you to: a) possess a particular authorisation, or b) be a member of a particular organisation, to provide the requirements specified in this procurement?	Yes ☐ No ☒
1.1(h) – (ii)	If you responded yes to 1.1(h) – (i), please provide additional details of what is required, confirmation that you have complied with this and, if evidence of compliance is available electronically, please give the website address, issuing body and reference number.	
1.1(i)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE). b) Sheltered Workshop. c) Public service mutual.	
1.1(j)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	Yes ☒ No ☐
1.1 (k)	Details of Persons with Significant Control (PSC) ² , where appropriate ³ : - Name - Date of birth - Nationality - Country, state or part of the UK where the PSC usually lives - Service address - The date he or she became a PSC in relation to the company ; - Which conditions for being a PSC are met:	Dr Edward Clapham 01/10/1986 British England, UK Nation Occupational Health LTD First Floor Swan Buildings

¹See definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

²UK companies, Societas Europaea (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register, and must file the PSC information with the central public register at Companies House. See [PSC guidance](#). Overseas bidders are required to provide equivalent information.

³Only information that relates to the persons with powers of representation, decision or control within the meaning of regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

	- Over 25% up to (and including) 50% - More than 50% and less than 75% - 75% or more (Please enter N/A if not applicable)	20 Swan Street Manchester M14 5JW 07/12/2022 20% Share Holding Dr James Quigley 15/05/1989 British England UK Nation Occupational Health LTD First Floor Swan Buildings 20 Swan Street Manchester M14 5JW 08/11/2023 20% Share Holding Miss Katie Mannion 16/03/1996 British England UK Nation Occupational Health LTD First Floor Swan Buildings 20 Swan Street Manchester M14 5JW
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		08/11/2023 20% Share Holding Mrs Alison Hussain 24/06/1968 British England UK Nation Occupational Health LTD First Floor Swan Buildings 20 Swan Street Manchester M14 5JW 08/11/2023 20% Share Holding Dr Sumit Babu 26/01/1990 British England, UK Nation Occupational Health LTD First Floor Swan Buildings 20 Swan Street Manchester M14 5JW 24/04/2024 20% Share Holding
11(i)	Details of your immediate parent company - Full name of immediate parent company - Registered or head office address	N/A

	- Registration number (if applicable), - VAT number (if applicable) Please enter N/A if not applicable)	
1 1(m)	Details of ultimate parent company - Full name of ultimate parent company, - Registered or head office address - Registration number (if applicable) - VAT number (if applicable) (Please enter N/A if not applicable)	N/A
Please note A criminal record check for relevant convictions may be undertaken for the preferred supplier and all relevant persons and entities (as described above)		

Please provide the following information about your approach to this procurement:		
Section 1 (cont.)	Bidding model	
Question number	Question	Response
1 2	Please indicate if you are bidding as a single supplier or as part of a group or consortium? <i>If you are bidding as a single supplier please go to Q 1 3</i> If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract or you are a subcontractor) please tell us a) The name of the group/consortium a) The proposed structure of the group/consortium, including the legal structure where applicable b) The name of the lead member in the group/consortium c) Your role in the group/consortium (e.g. lead member, consortium member, subcontractor) d) If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so which criteria you are relying on them for	No

1 3	If you are proposing to use subcontractors please provide the details for each subcontractor⁴ - Name - Registration number - Registered or head office address, - Trading status a Public limited company a Private limited company b Limited liability partnership c Other partnership d Sole trader e Third sector f Other (please specify your trading status) - Registered VAT number - SME (Yes/No) - The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables - if known - The approximate % of contractual obligations assigned to each subcontractor, if known - Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so which criteria are you relying on them for?	No
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⁴This applies to all supply chain members and/or subcontractors where their identity is known at this stage irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question any resulting subcontract entered into with that subcontractor for that part of the works services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity as set out in PPN 01/18

Part 2: Exclusion Grounds		
Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2.		
Section 2	Grounds for mandatory exclusion	
Question number	Question	Declaration
2.1 (a)	Within the past five years, anywhere in the world, have you or any person who: - is a member of the supplier's administrative, management or supervisory body or - has powers of representation, decision or control in the supplier⁶, - been convicted of any of the offences within the summary below and listed in full on the webpage?	
	Participation in a criminal organisation.	Yes ☐ No ☒
	Corruption.	Yes ☐ No ☒
	Terrorist offences or offences linked to terrorist activities.	Yes ☐ No ☒
	Money laundering or terrorist financing.	Yes ☐ No ☒
	Child labour and other forms of trafficking in human beings.	Yes ☐ No ☒
	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.	Yes ☐ No ☒
	Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.	Yes ☐ No ☒
2.1(b)	If you have answered yes to any part of question 2.1(a), please provide further details, including: date of conviction and the	

⁶See Notes for Completion

	- jurisdiction, - which of the grounds listed the conviction was for, - the reasons for conviction, - the identity of who has been convicted. If the relevant documentation is available electronically please provide: - the web address, - issuing authority, - precise reference of the documents. If you have answered yes to any part of the question above please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion. (Self cleaning).	
2.1(c)		

Section 3		
Mandatory and discretionary grounds relating to the payment of taxes and social security contributions		
The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out on this webpage , ⁶ and should be referred to before completing these questions. Please note, some questions from the government's Standard Selection Questionnaire may have been removed if they are not relevant to this procurement, which is why some question numbers may appear to be missing.		
Question number	Question	Declaration
3.2(a)	Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK. If documentation is available electronically please provide: - the web address, - issuing authority, - precise reference of the documents.	Yes ☒ No ☐
3.2(b)	If you have answered no to 3.2(a) please provide further details including the following: - Country concerned, - what is the amount concerned - how the breach was established, i.e.	

⁶https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651130/let_of_Mandatory_and_Discretionary_Exclusions.pdf

	through a judicial or administrative decision or by other means. - If the breach has been established through a judicial or administrative decision please provide the date of the decision. - If the breach has been established by other means please specify the means.	
3.3	Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines.	Yes ☐ No ☐ N/A

Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions

Section 4		
Grounds for Discretionary Exclusion		
The detailed grounds for discretionary exclusion of an organisation are set out on this webpage , ⁷ and should be referred to before completing these questions.		
Question number	Question	Declaration
4.1	Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full on the webpage applied to you?	No
4.1(a)	Breach of environmental obligations? To note that environmental law obligations include Health and Safety obligations. See webpage .	Yes ☐ No ☒
4.1(b)	Breach of social law obligations?	Yes ☐ No ☒
4.1(c)	Breach of labour law obligations?	Yes ☐ No ☒
4.1(d)	Bankruptcy or subject of insolvency?	Yes ☐ No ☒
4.1(e)	Guilty of grave professional misconduct?	Yes ☐ No ☒
4.1(f)	Distortion of competition?	Yes ☐ No ☒

⁷https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

4.1(g)	Conflict of interest?	Yes ☐ No ☒
4.1(h)	Been involved in the preparation of the procurement procedure?	Yes ☐ No ☒
4.1(i)	Prior performance issues?	Yes ☐ No ☒
4.1(j)	Do any of the following statements apply to you?	
4.1(j) - (i)	You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes ☐ No ☒
4.1(j) - (ii)	You have withheld such information.	Yes ☐ No ☒
4.1(j) - (iii)	You are not able, without delay, to submit documents if/when required.	Yes ☐ No ☒
4.1(j) - (iv)	You have undertaken to unduly influence the decision-making process of the contracting authority to obtain confidential information that may confer upon you undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes ☐ No ☒
4.2	You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million. If you are a relevant commercial organisation please - - confirm that you have published a statement as required by Section 54 of the Modern Slavery Act. - confirm that the statement complies with the requirements of Section 54 and any guidance issued under Section 54.	Yes ☒ No ☐ Yes ☒ No ☐

4.3	If your latest published statement is available electronically please provide:	We will include a copy of our modern slavery statement within the submission
4.4	- the web address, - precise reference of the documents. If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning)	

Part 3: Selection Questions		
Section 5		
Question number	Question	Response
5.1	If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:	NATION OCCUPATIONAL HEALTH LTD filing history - Find and update company information - GOV.UK
5.2	If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law). Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law).	
5.3	If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives.	
5.3(a)	A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.	
5.3(b)	Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	
5.4	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by	Yes ☐ No ☐

	answering 'Yes' or 'No' that you meet the requirements set out.	
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Section 6	Technical and Professional Ability
Question number	Question
6.1	Relevant experience and contract examples Please provide details of up to three contracts, to meet the technical and professional ability criteria set out in the procurement documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract. For each contract please provide the following information If you cannot provide examples see question 7.2

	Contract 1	Contract 2	Contract 3
Name of customer organisation who signed the contract	Manchester NHS Foundation Trust	Merseyside Fire & Rescue Service	South Yorkshire Fire & Rescue Service
Name of supplier who signed the contract	Nation Occupational Health Limited	Nation Occupational Health Limited	Nation Occupational Health Limited
Point of contact in the customer's organisation.	Marissa Pickerill	Kelly Patterson	Lesley Armiger

Position in the customer's organisation	Assistant Director of Employee Health and Wellbeing	OH Manager	OH Lead
E-mail address	marissa.pickerill@mft.nhs.uk	KellyPatterson@merseyfire.gov.uk	larmliger@syfire.gov.uk
Description of contract.	Onsite full OH services	Onsite full OH services	Onsite OHP services
Contract Start date.	01/04/2024	01/10/2024	03/01/2025
Contract completion date.	01/04/2026	01/10/2029	02/01/2027
Estimated contract value	£120,000.00 p/a	£250,000.00 p/a	£80,000.00 p/a

6.2	If you cannot provide at least one example for questions 7.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. Response:
6.3	Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s). The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes). Response:

Section 7	Question	Response
7.1	Insurance Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:	

	Employer's (Compulsory) Liability Insurance = £5M in respect of any one claim Public Liability Insurance = £5M in respect of any one claim Professional Indemnity Insurance = £2M in respect of any one claim Product Liability Insurance = £5M in respect of any one claim Contractors 'All Risk' Insurance certificate = £5m in respect of any one claim *There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: http://www.hse.gov.uk/pubns/hse39.pdf	Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No ☐
7.2	Data protection –	
7.2(a).	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.	Yes ☒ No ☐
7.2(b).	Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:	Ensuring compliance with the General Data Protection Regulation (GDPR) is fundamental to our service delivery. We have robust technical facilities and measures in place to guarantee the confidentiality, integrity, availability, and resilience of all processing systems and services. Our data protection framework is underpinned by - to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services; - to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data; - to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable; - to ensure legal safeguards are in place to

	EU (if such transfers will take place) - to maintain records of personal data processing activities and - to regularly test, assess and evaluate the effectiveness of the above measures	electronic record-keeping systems that ensure restricted access based on role-specific permissions. All data is stored on secure UK-based servers with multi-factor authentication and advanced firewall protection to prevent unauthorised access. Regular penetration testing and system audits are conducted to assess vulnerabilities and enhance resilience against potential data breaches. We fully comply with data subjects' rights by ensuring transparent and accessible privacy information enabling employees to easily request access, rectification, deletion or portability of their personal data. Our processes are designed to provide timely responses to data subject requests in accordance with GDPR timelines. Any consent-based processing follows the principles of active and informed consent with clear documentation and auditable records maintained to ensure accountability where required.
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		Implement legal safeguards for any transfers of personal data outside the UK, ensuring compliance with appropriate international data transfer mechanisms. Our organisation maintains comprehensive records of all data processing activities detailing the nature, purpose and legal basis of processing. These records are regularly reviewed to ensure ongoing compliance with GDPR requirements. We also conduct regular internal assessments and evaluations of our data protection measures to ensure continuous improvement and alignment with best practices. By embedding GDPR compliance into every aspect of our service, we ensure that data security and the rights of data subjects remain a top priority throughout the lifetime of this contract.
7.3	Health and Safety -	
7.3 (a)	Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement	At Nation OH the effective management of health and safety is a

7.3 (b)	(including risks from the use of contractors where relevant). Please use no more than 500 words. For use with Steel question - Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years applicable to the country in which you operate on comparable projects for both: - your organisation - all your supply chain members involved in the production or supply of steel	fundamental priority embedded within our organisational culture, operational procedures and governance structures. We are fully compliant with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and relevant sector-specific guidance. Our approach to health and safety is proactive, preventative and underpinned by a clear governance framework which includes a dedicated Health and Safety Officer and direct board-level accountability. We maintain a comprehensive Health and Safety Management System aligned with ISO45001 standards, including documented policies, procedures and risk assessments for all clinical and operational environments. Our policies cover areas such as lone working, infection control, manual handling, safe use of equipment, display screen equipment (DSE), fire safety and clinical waste disposal. Each site or mobile setting is subject to individual risk assessments and site-specific control measures to protect
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		both staff and service users For contracts involving service delivery across multiple locations – such as those with fire and rescue services – we conduct thorough pre-engagement site assessments liaising with the client's local safety teams to ensure all activities are aligned with local protocols. Our teams are trained in dynamic risk assessment techniques and follow documented procedures for escalation of and reporting of any identified hazards. All staff including Occupational Health Physicians, Advisors, Nurses and administrative personnel receive mandatory health and safety training on induction with annual refreshers. Training includes practical and role-specific topics including handling emergencies, infection control (particularly in post-COVID-19 environments) and safe working practices in unfamiliar or remote locations. Clinical staff are also trained in basic life support and first aid. When subcontractors are engaged (e.g. for occasional counselling or physiotherapy support), they must
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		undergo rigorous vetting and are required to demonstrate compliance with our health and safety standards. All contractors are required to submit method statements and risk assessments which are reviewed and approved before engagement. Ongoing monitoring is maintained via audits, incident reporting systems and client feedback. We hold regular Health and Safety Committee meetings where incidents, near misses and trends are reviewed to inform our continuous improvement efforts. A clear system of reporting, investigation and learning from incidents ensures a cycle of improvement and accountability. In summary, our structured and responsive approach ensures that health and safety risks are effectively controlled across all service settings. This includes robust systems for assessing and mitigating risks when working in diverse and sometimes high-risk environments such as fire stations or other 24/7 operational locations, ensuring the ongoing safety of our staff, our clients and their employees.
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7.10	Tackling Modern Slavery in Supply Chains Where the supplier is a commercial organisation subject to Section 54 of the Modern Slavery Act 2015, contracting authorities should set appropriate selection criteria and methodology by which to assess compliance. As compliance with the Modern Slavery Act is only relevant to UK bidders, criteria can be broadened to relate to non-UK bidders by asking them to provide a link to published modern slavery statements in their own jurisdiction or where these are not required to a relevant company document containing the same type/level of information. A pass/fail selection criterion may be set that either: - the bidder must have complied with the requirements contained within Section 54 of the Modern Slavery Act 2015 and associated guidance including information relating to: - a the organisation's structure, its business and its supply chains - b its policies in relation to slavery and human trafficking - c its due diligence processes in relation to slavery and human trafficking in its business and supply chains - d the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place and the steps it has taken to assess and manage that risk - e its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate - f the training and capacity building about slavery and human trafficking available to its staff; or - where the bidder is a non-UK supplier, the bidder must have provided a link to an equivalent statement or document which demonstrates information relating to a-f above. Alternatively, if neither of the above are met, but the bidder provides a satisfactory explanation and assurances that either requirement will be met.	
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before contract award, this will be sufficient to pass the selection criterion but will be verified prior to contract award.		
7.11	Real Living Wage (Pass / Fail) A Pass is to answer 'Yes' to either X.1.a or X.1.b and 'Yes' to X.1.c	
a.	Greater Manchester Combined Authority is an accredited Real Living Wage employer and has an aspiration to procure contracts with organisations that pay their employees the Real Living Wage as calculated by the Living Wage Foundation. https://www.livingwage.org.uk/ Please confirm that your organisation currently pays all direct employees in the UK aged 18 or over an hourly rate equal to or higher than the Real Living Wage. (Currently £10.90 for UK or £11.95 in London)	Yes ☐ No ☒
b.	If your answer to X.1.a was 'No' please indicate if successful at contract award stage, that you are willing to enter a contractual commitment that within [12 months] of contract commencement your organisation will pay all direct employees in the UK aged 18 or over an hourly rate equal to or higher than the Real Living Wage.	Yes ☐ No ☐
c.	Please indicate if successful at contract award stage your organisation will make it a contractual commitment for key sub-contractors directly involved in delivery of this contract will pay their UK employees who are directly involved in the delivery of this contract and aged 18 or over an hourly rate equal to or higher than the Real Living Wage within [12 months] of contract commencement. "key sub-contractor" means a Sub-Contractor directly engaged in connection with the provision of the Goods / Services where either: 1. [20%] or more of the operational expenditure incurred by the Contractor under this Agreement and/or in connection with the provision of the Services is incurred through sub-contracts with the Sub-Contractor; or 2. the Sub-Contractor employs one or more persons who are engaged solely in providing works, services or supplies to the Operator.	Yes ☐ No ☒
7.12	Real Living Foundation	
a.	Is your organisation accredited as a Living Wage Employer with the Living Wage Foundation? https://www.livingwage.org.uk/	Yes ☐ No ☒

b.	Do you provide all direct employees in the UK aged 18 or over with employment conditions that meet the Real Living Hours standard as set out below? - Decent notice periods for shifts: of at least 4 weeks' notice, with guaranteed payment if shifts are cancelled within this notice period - The right to a contract that reflects accurate hours worked - A guaranteed minimum of 16 hours a week (unless the worker requests otherwise) https://www.livingwage.org.uk/living-hours Living Hours Employer Diagnostic Tool (tfaforms.com)	Yes ☐ No ☒
c.	If no to 7.12 (b) above; (Pass/Fail) Are you committed to providing all direct employees working on this GMCA contract with employment conditions that fully adhere to the Real Living Hours standards?	Yes ☐ No ☐
7.13	GM Good Employment Charter (Pass / Fail) A Pass is to answer yes to either X.3.a or X.3.b or X.3.c	
a.	Greater Manchester Combined Authority is a member of the Greater Manchester Good Employment Charter and seeks to contract with other organisations who share a commitment to improving employment standards. https://www.gmgoodemploymentcharter.co.uk/ Is your organisation a registered Member or registered Supporter of the Charter. Registration as a Supporter is zero cost but commits an organisation to working towards verifiable good employment standards.	Member ☐ Supporter ☒ Neither ☐
b.	If not already registered and if successful at contract award stage, is your organisation willing to become a supporter of the Charter within 3 months of contract commencement.	Yes ☐ No ☒
c.	If you answer to both X.3.a and X.3.b was 'No' please indicate your organisation already does or proposes to (within 12 months of contract commencement) conform to the principles outlined by the Charter which can be found here .	Yes ☐ No ☐
7.14	Carbon Reduction Plan (Pass / Fail) A Pass is to answer yes to both X.4.a and X.4.b	

a.	In 2019 the UK Government amended the Climate Change Act 2008 by introducing a target of at least a 100% reduction of greenhouse gas emissions (compared to 1990 levels) in the UK by 2050. This is otherwise known as the 'Net Zero' target. In accordance with Procurement Policy Note 06/21 , please confirm that you have detailed your environmental management measures by completing and publishing a Carbon Reduction Plan which meets the required reporting standard. Provide a link or embed your most recently published Carbon Reduction Plan here: Available upon request	Yes ☐ No ☒
b.	Greater Manchester Combined Authority has an ambition that the city region will be Carbon Neutral by 2038. 8-year-plan-branded_3.pdf (greatermanchester-cs.gov.uk) Please confirm that your organisation is taking steps to reduce your Green House Gas Emissions over time and is publicly committed to achieving Net Zero by 2050 and/or Greater Manchester's Carbon Neutral ambition by 2038	Yes ☐ No ☒

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this complete document are correct and accurate, including parts 1, 2 and part 3.
I declare that, upon request and without delay I will provide the certificates and/or documentary evidence referred to in this document except where this documentation can be accessed by the contracting authority via a national database free of charge or the contracting authority already possesses the documentation.
I understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.
I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.
I am aware of the consequences of serious misrepresentation.



Question 1	Service Delivery Method Statement: As part of your submission, bidders are required to provide a detailed method statement which should give the Authority a clear understanding of the level of service and expertise they could expect to receive should you be selected to provide the Occupational Health services being sought in this competition. Responses should include, but are not limited to: • Conformance to health surveillance, medicals, and case management services. • How you will meet Key Performance Indicators (KPIs) for service delivery and underperformance management. • Your approach to flexible service delivery, including mobile clinics and system availability. • Continuous improvement strategies and how feedback will be acted upon. • Details of how the services outlined in the specification will be delivered, including who you propose to deliver the range of medical appointments and services, in consideration of costs and efficiencies. • Timescales for referrals, i.e. notice period required and how you could adapt this to deal with urgent circumstances. • Timeframes allowed for each appointment type. • Any alternative models to the current service delivery detailed in the specification that you could offer. • How would you adapt your resources due to changing demand due to a major incident, or a change in legislation? • Details of how you would assess the organisation's long-term and short-term absence data and provide examples of appropriate interventions to reduce these. • Given that our uniformed and non-uniformed staff are spread over multiple locations across Greater Manchester (some staff providing 24/7 cover on Watch based systems), how will you service this contract? • Case study of working with similar organisation • Occupational Health portal provision <table border="1" data-bbox="555 705 1144 728"> <tr> <td>(Word Limit 4000)</td><td>(30% Weighting)</td></tr> </table> (Response)	(Word Limit 4000)	(30% Weighting)
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	Nation OH is a vastly experienced Occupational Health provider and is committed to providing high quality occupational health services with excellent communication and account management. We are based in Manchester and are focused on providing the highest quality occupational health services locally to customers in the North West of England in a friendly, communicative and responsive manner. The management team and the majority of employees of Nation OH all previously worked at Healthwork and are all familiar with the Occupational Health service provision to GMCA, having worked alongside GMCA for a number of years. Nation OH are working towards the SEQOHS accreditation and anticipate to have this in place by August. Our proposed model is rooted in clinical excellence, operational flexibility, and a deep understanding of the requirements of both uniformed and non-uniformed staff working across multiple sites, including 24/7 operational teams. Through our established regional footprint and mobile capability, we are confident in our ability to deliver a consistent, high-quality service that is fully aligned with GMCA's expectations all over Greater Manchester. Our approach to Occupational Health service delivery is designed to ensure conformance with all statutory and regulatory requirements, promote the health and wellbeing of employees, and offer an agile response to changing workforce demands. Within our clinical and operational teams, our experience in supporting a number of fire services including Merseyside, South Yorkshire and Lancashire, we understand the unique operational pressures and expectations placed on public sector and frontline staff. Our model for GMCA ensures a dedicated, clinically led service underpinned by strong governance, performance monitoring, and robust communication channels. Nation OH delivers comprehensive Occupational Health services in strict accordance with the Health and Safety Executive (HSE) guidelines, the Faculty of Occupational Medicine (FOM), and SEQOHS standards. Our clinical delivery team comprises experienced Occupational Health Advisors (OHAs), Specialist Occupational Health Physicians (OHPs), and Technicians trained in undertaking a wide range of statutory and safety-critical medicals and health surveillance. All services will be conducted using evidence-based protocols and best practice pathways. For health surveillance, we adhere to COSHH, Control of Asbestos Regulations 2012, Noise at Work Regulations, and other statutory frameworks. Our surveillance services will include, but are not limited to, audiometry, spirometry, skin checks, HAVS (Tiers 1-4), DSE assessments, and night worker screening. Safety-critical medicals such as driver medicals (D4/HSV), fire ground medicals, and isocyanate medicals are routinely performed by our team. Nation OH operates with a fully integrated contract performance framework aligned to Service Level Agreements and Key Performance Indicators. For GMCA, we will commit to the following KPIs: • Management referral appointments offered within 5 working days. • 95% of reports returned within 5 working days of the appointment.
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	• 100% compliance with statutory health surveillance timeframes. • 100% delivery of vaccination and immunisation services per agreed schedule. • 100% needle-stick or BBV incidents responded to within 24 hours. These KPIs are monitored monthly, and any exceptions are reviewed through our clinical governance team. We operate a monthly reporting cycle supported by quarterly contract review meetings with the client to assess performance, identify trends, and jointly agree any service adjustments. In the event of underperformance, a formal Service Recovery Plan will be initiated. This includes root cause analysis, immediate remedial action, and ongoing monitoring. Our experience in delivering large contracts ensures that service continuity and quality are maintained during resolution phases. Flexibility is a cornerstone of our approach. We understand that GMCA's operational teams are spread across multiple boroughs and that some services must be delivered at short notice or outside traditional working hours. Our flexible service model includes regionally based clinicians who can conduct site visits with minimal lead time. We have a mobile audiometry and HAVS assessment capability, along with portable spirometry and phlebotomy setups. Appointments can be delivered: • On-site at GMCA premises, including Agecroft Fire Station and other local fire stations. • At our own North West clinic located in Manchester City Centre. • Via experienced clinicians deployed strategically across boroughs. • Remotely via telephone or video consultations, when clinically appropriate. Continuous improvement is embedded within Nation OH's clinical and operational processes. All client contracts include quarterly review meetings with dedicated account managers and clinical leads. These reviews assess KPIs, client feedback, complaint trends, incident reviews, and horizon scanning for new legislative or sectoral developments. Client feedback is collected through both ad hoc surveys post-assessment and formal biannual feedback campaigns. Any negative feedback triggers a formal complaint investigation process, while positive feedback is shared with teams as part of our learning culture. Themes from feedback are presented at our monthly Internal Quality and Governance Committee. Our governance framework is informed by SEQOHS and ISO9001 principles, and we are actively working toward full accreditation under SEQOHS, ISO9001, and ISO27001 standards.
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	Nation OH's delivery model is structured around a multi-disciplinary team of directly employed clinicians and support staff. For GMCA, we propose the following structure: Clinical Team Occupational Health Physicians – Our OHP's who all have a qualification in occupational health or are working towards one (DipOccMed to FFOM) will support complex case assessments, ill health retirements and clinical governance. We believe in continuity of clinical staff is essential within an occupational health provision so we will have a pool of 2 to 3 OHP's that will carry out consultations for GMCA. All of our Physicians will be overseen by our Medical Director (Dr James Quigley) who is a Senior Consultant in Occupational Medicine and has experience in dealing with fire service and local government OH contracts, as well as direct experience previously with the GMCA contract. He would act as Chief Medical Officer for GMCA Occupational Health. All our occupational health services are overseen by our consultant level OH doctors – Dr Tok Hussain (FFOM), Dr James Quigley (MFOM), Dr Ed Clapham (MFOM) and Dr Sunita Babu (MFOM). All our doctors are members of ALAMA and all have experience of the firefighter pensions scheme and the LGPS and have acted as IQMPs and IRMPs within these pension schemes. Occupational Health Advisors – Our OHA's will manage the pre-placement screenings, health surveillance, vaccinations and management referrals. They will conduct assessments and provide clear robust fitness to work advice. Similar to the OHP's, we'll provide a pool of 2 to 3 OHAs, who have previously carried out occupational health services for GMCA. In order to keep up the continuity of clinician. All our nurses hold a qualification on occupational health such as the SCPHN or degree and are overseen by Alison Hussain (Clinical Director). Health & Wellbeing Coordinator – Nation OH has a Health & Wellbeing Coordinator (Victoria Cawley) who is a clinician and there to support all our customers with wellbeing initiatives throughout the year. GMCA will have support and access to our dedicated Health & Wellbeing Coordinator who will work with GMCA to support wellbeing initiatives, promote health campaigns and organise workshops in conjunction with the Authority. Support Team Contract/Account Manager – We believe that our contact management team should have both clinical and operational background. Our Operations Director, Kadie Mannion, supported by our Clinical Director, Alison Hussain, will be the dedicated Contract Managers for GMCA who will be the points of contact and ensure contract compliance, service quality and stakeholder engagement. Chief Medical Officer – One of our Nation OH Directors, Dr James Quigley, who is a consultant occupational health physician will be appointed to GMCA to oversee clinical standards, compliance with regulatory requirements and risk management. James will be supported by Dr Ed Clapham (Clinical Governance Director & Fire Service Representative for ALAMA)
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	Service Administrators – GMCA will have its own dedicated administration team within Nation OH. This team will handle appointments, liaise with GMCA managers with regards to queries and update/manage employee records. We participate strongly in professional networks including at a National Level in fire service occupational medicine. For example, nationally we have Senior OHP's (Dr Quigley and Dr Clapham) helping rewrite national fire service medical standards. This ensures our clinical and operational practices remain current and evidence-based and we could seek GMCA's views on the progress of such work as it is undertaken. Dr Clapham is working closely with ALAMA becoming the National ALAMA Fire Service representative; he will lead on this area for ALAMA using his experience to offer expert advice and opinion on fire service medical issues to other doctors and services. Such work and learning at a national level can be shared with GMCA to ensure best practice. Appointments will be assigned based on urgency, complexity, and staff availability. Our integrated EHR (Electronic Health Record) and appointment booking system ensures appropriate scheduling, efficient triage, and secure reporting. We can meet all of GMCA's expected KPIs and exceed. We offer appointment availability within the following timeframes: - Management Referrals: Booked within 48 hours and seen within 5 working days; urgent referrals seen within 1 working day. - IRMP/IQMP: Offered within 10 working days of request. - Pre-placement: Screened within 2 working days. - Surveillance Clinics: Scheduled according to agreed rolling programme. - BBV/Needle-stick: Assessment within 24 hours, with on-call clinician rota. - Fire Ground Medicals: Delivered on-site or at mobile unit with 5-day notice. For exceptional circumstances or major incidents, we hold clinical capacity in reserve and can reallocate staff or deploy mobile clinicians to ensure continuity of care. In emergencies, such as a national pandemic etc, we can seamlessly adapt and transition to a remote support model if this was required. We allocate appointment durations based on clinical need and complexity. Standard timings include: - OHA Management Referral: 60 minutes - OHP Review Appointment: 60 minutes
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	- New FF Recruit OHA: 60 minutes - New FF Recruit Medical OHP: 60 minutes 3-yearly FF Medical OHA: 60 minutes 3-yearly FF Medical OHP: 30 minutes - LGV Medical OHA: 30 minutes - LGV Medical OHP: 30 minutes - Ill Health Retirement Assessment/Review Assessment: 120 minutes - Pre Placement Health Assessment Follow Up: 15 minutes - HAVS Tier 2: 20 minutes - HAVS Tier 3 & 4: 60 minutes - Vaccination Appointment: 20 minutes These durations include time for clinical documentation, reporting, and care coordination. Nation OH maintains a Business Continuity Plan aligned with ISO22301 principles. In response to a major incident (e.g., regional emergency, pandemic, industrial action), we can escalate service capacity within 48 hours. Our surge strategy includes, increased remote clinic hours and triage, additional mobile clinician deployment and extended hours/weekend clinics for essential workers. We proactively monitor national and regional legislative changes through our Governance and Medical Advisory Boards. When new requirements emerge, such as changes to firefighter medical standards or surveillance thresholds, we integrate updated protocols within 14 days of publication. Our case management pathway incorporates proactive assessment of sickness absence trends using data supplied by GMCA's HR or BI teams. We offer a dashboard-led view from our portal that identifies top reasons for absence, sickness absence for operational and non-operational teams, and recurrence patterns. This data informs, targeted wellbeing campaigns, manager training workshops, fast-track access to mental health support, regular clinical reporting on fitness-to-work and return-to-work options. In previous fire service contracts, we have significantly reduced long-term sickness cases within 12 months through early intervention, workplace adjustments advice, and proactive support. We understand that GMCA's uniformed staff, such as firefighters and ISAR teams, are based on watch systems and operate across a 24/7 schedule. Our service model includes: - On-site clinics aligned with shift handovers.
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	• Weekend and evening clinics by arrangement. • Rolling calendar of flexible mobile visits. • Integration with GMCA's internal booking systems and rostering. For remote boroughs or small stations, we will cluster appointments by location and deliver multi-service clinics to minimise disruption. Our portal platform offerings support efficient case management across all job roles, from field-based staff to senior office-based professionals. Nation OH currently provides Occupational Health services for the three bordering fire services including Merseyside, South Yorkshire and Lancashire as well as several other blue light services. Our work includes, management of health surveillance programmes for 1,000+ safety-critical staff, 100% compliance with HAVS statutory requirements, dedicated OHP-led IRMP and ICMP decision-making, rapid vaccination programmes (e.g., seasonal flu) and delivery of post-incident mental health support. This experience equips us to understand the cultural and operational pressures of uniformed services and deliver a high-trust, high-accessibility service model. Nation OH provides a secure, cloud-based Occupational Health portal with role-based access. Features include: • Referral submission and triage. • Appointment scheduling. • Real-time status tracking. • Access to outcome reports and OH letters. • KPI dashboard for contract performance. The portal is ISO27001-compliant and accessible via desktop or mobile device. GMCA will be assigned named administrative users and designated client managers with real-time oversight of referrals and outcomes. Nation OH is committed to delivering a responsive, clinically robust, and flexible Occupational Health service to GMCA. With extensive experience supporting safety-critical, dispersed, and 24/7 workforces, we believe that we are the natural provider to deliver a bespoke service model that meets statutory obligations and promotes the health and wellbeing of all GMCA staff. Through strong governance, innovative delivery methods, and a collaborative ethos, we aim to provide long-term value and high-quality clinical outcomes across the contract term.
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Question 3	Service Management	
	How would you manage the transition, ongoing implementation, management and monitoring of records and service provision? Please ensure you identify any assumptions, risks or dependencies.	
	(Word Limit 1000)	(5% Weighting)
	(Response) Managing the transition, ongoing implementation, management, and monitoring of records and service provision within an Occupational Health (OH) service contract requires a strategic, structured, and collaborative approach to ensure service continuity, data integrity, regulatory compliance, and optimal user experience. Nation OH has extensive experience in onboarding and delivering high-quality OH services for large, multi-site organisations, including fire services and blue light services. Our model is grounded in strong governance, transparent communication, and a flexible, client-centred implementation plan. We recognise that smooth service mobilisation is critical to the long-term success of the contract and that careful management of records, processes, and personnel during this phase lays the foundation for excellent and compliant service delivery. The initial stage of mobilisation begins with a thorough planning phase that involves close collaboration between Nation OH and the client. We would arrange a mobilisation kick-off meeting with all key stakeholders to define the project plan, clarify objectives, confirm roles and responsibilities, and identify potential risks and dependencies. This meeting would also establish clear lines of communication, ensuring there is joint ownership of key actions and accountability for outcomes throughout the mobilisation period. The mobilisation plan would include agreed timelines and milestones, with regular progress reviews to monitor activity and identify any required adjustments early in the process. A key element of the transition is the secure and accurate migration of clinical records. Our governance team will undertake a full assessment of the current records system to understand the format, completeness, and accessibility of records currently held. We assume that records are stored in a secure digital format and that existing providers will cooperate fully in their transfer. Our Information Governance Lead will oversee the records transition to ensure full compliance with GDPR, the Data Protection Act and SEQOHS standards.	

	Nation OH's OH portal plays a critical role in the management and monitoring of service provision. The portal is a secure, cloud-based platform that allows authorised personnel to make referrals, track appointment progress, access reports, view data trends, and download anonymised dashboards. During implementation, we will configure the portal in line with client-specific requirements and workflows, ensuring alignment with referral pathways, triage protocols, and reporting structures. We will provide comprehensive user training provided for managers, HR personnel, and relevant stakeholders. To ensure a seamless go-live, we conduct soft launch testing, which includes making test referrals, reviewing workflows, and generating test reports to ensure system functionality and usability. We also provide 'on-the-ground' implementation support during the first week of service delivery to resolve any issues immediately and ensure confidence in the new service. Our implementation team includes a dedicated Account Manager, Project Manager, and IT Lead who provide oversight and rapid response capability throughout this period. Once service delivery begins, we place a strong emphasis on the ongoing management and monitoring of performance. Our service is underpinned by clinical and operational governance frameworks that ensure accountability, continuous improvement, and compliance. Monthly contract review meetings are held to present performance against agreed Key Performance Indicators (KPIs), including referral turnaround times, DNA rates, report quality, and feedback trends. KPIs are generated directly from our clinical management system and are supplemented by narrative commentary to provide meaningful insights and contextual understanding. Our service model is proactive in nature. We conduct regular audits of clinical records, appointment durations, and clinical documentation to ensure that the service remains of high quality and that clinicians are adhering to best practice and regulatory standards. This is overseen by our Clinical Lead and informed by SEQOHS criteria. Data quality reviews are undertaken quarterly, with a focus on coding accuracy, record completeness, and audit trails. Service user feedback is also integral to our ongoing service management. We operate a rolling client satisfaction survey which is issued after each clinical interaction. The results are analysed monthly and reported at contract review meetings. This provides both qualitative and quantitative data to help inform service development and allows us to respond swiftly to any dissatisfaction or recommendations for improvement. If trends are identified, we will undertake root cause analysis and implement a targeted action plan to resolve the issue. To manage the continuity of service during periods of staff absence or increased demand, we maintain a flexible resource pool of experienced OH professionals, including Occupational Health Advisors and Physicians. Our service delivery team is supported by a central scheduling team who ensure clinical resources are allocated effectively across all locations and service lines.
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	Risk management is built into every stage of our service. We maintain a contract-specific risk register which is reviewed monthly and updated in real-time to reflect emerging risks. This includes risks related to data security, system downtime, workforce availability, stakeholder engagement, and compliance. For each risk, we identify likelihood, impact, mitigation strategies, and a named owner. We recognise the importance of continual improvement and adapt our service over time in line with feedback, innovation, and changes in legislation or best practice. Our Quality Improvement Lead is responsible for identifying opportunities for service enhancement, piloting new initiatives, and benchmarking performance against other contracts. We also participate in professional networks and stay abreast of Faculty of Occupational Medicine guidance and nationally we have Senior OHPs (Dr Quigley and Dr Clapham) helping rewrite national fire service medical standards as part of the NFCC working group, which also ensures our clinical and operational practices remain current and evidence-based. We have our own internal fire service standards that we have implemented at several of our other fire service clients which are robust and defensible. Dr Clapham is working closely with ALAMA to become the National ALAMA Fire Service representative to offer expert advice and opinion on fire service medical issues to other doctors and services. In summary, the successful transition, implementation, and management of records and service provision is dependent on meticulous planning, strong governance, stakeholder engagement, and an agile, responsive delivery model. Nation OH brings a proven methodology and a track record of delivering complex OH services to large, dispersed organisations.
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Question 4	Continuous Service Improvements/Value Added Service What specific innovative strategies and measurable actions will be incorporated into the offer to drive continuous process improvement, and in what ways will these approaches clearly distinguish the proposal from those of competitors? How will the effectiveness of these innovations be monitored and quantified over time? <table> <tr> <th>(Word Limit 1000)</th><th>(5% Weighting)</th></tr> <tr> <td colspan="2">(Response)</td></tr> <tr> <td colspan="2"> Nation OH is committed to the delivery of an Occupational Health service for the fire service that not only meets the required standards but actively drives excellence through continuous process improvement and service innovation. At the heart of our approach lies a commitment to delivering evidence-based, data-driven, and user-centred solutions. We do not see continuous improvement as a passive or retrospective activity but as an </td></tr> </table>	(Word Limit 1000)	(5% Weighting)	(Response)		Nation OH is committed to the delivery of an Occupational Health service for the fire service that not only meets the required standards but actively drives excellence through continuous process improvement and service innovation. At the heart of our approach lies a commitment to delivering evidence-based, data-driven, and user-centred solutions. We do not see continuous improvement as a passive or retrospective activity but as an	
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	embedded, proactive strategy that shapes every aspect of service delivery. This forward-thinking ethos is embedded within our clinical governance framework, operational procedures, and cultural values, and it is this commitment that will clearly distinguish our proposal from those of other providers. We add additional value (and are doing so already at other fire and rescue services) by being able to provide. - Case conferences / Case audit meetings - CMO strategy involvement at Board Level - Being a small bespoke provider who can tailor OH services for each customer and each Fire Service we work with - Efficient clinic planning where we can offer specific OH medical clinics to provide high throughput. - 'Clinical Panel' expertise for complex or difficult ongoing cases. - Flexibility to rapidly adapt to new needs and with ever developing services within the core contract Our first core strategy for continuous improvement is the structured deployment of the Plan-Do-Study-Act (PDSA) cycle across clinical and operational functions. By embedding this improvement methodology into our service governance, we ensure that all change initiatives are carried out with clear hypotheses, defined goals, real-time evaluation, and scalable outcomes. For example, in response to client feedback indicating long referral-to-appointment intervals in certain peak periods, we piloted a dynamic triage and resource reallocation model using PDSA methodology. As a result, we significantly reduced average waiting times for priority referrals and established a model that can be replicated across contracts. To underpin our improvement work, we invest heavily in data intelligence. Our Occupational Health portal is equipped with customisable reporting dashboards that allow us and our clients to track a wide range of performance metrics in real time. These dashboards include KPIs such as referral turnaround time, report issuance within defined deadlines, no-show rates, and satisfaction scores. They also include clinical process indicators such as the number of Tier 3 and Tier 4 HAVS assessments conducted, health surveillance compliance rates, and patterns of mental health referrals. What differentiates Nation OH's data model from others is our ability to convert this raw data into actionable insights. Through trend analysis, predictive modelling, and anomaly detection, we are able to anticipate demand, identify underperformance, and inform targeted interventions. Another key differentiator of our proposal is the introduction of digital-first innovations designed to enhance user engagement, reduce inefficiencies, and improve clinical outcomes. One such innovation is our self-service management referral builder, embedded within our online portal. In parallel, we have introduced a suite of digital wellbeing tools and remote self-screening capabilities that empower individuals to take an active role in their own health management. These include confidential online stress assessments, digital lifestyle risk screening, and remote spirometry kits for certain worker groups. While other providers may deliver OH services with
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	a limited digital interface, our investment in user-facing technology provides a wider, more accessible and inclusive reach. We have found that the availability of self-led resources reduces unnecessary referrals, enhances the quality of information received by clinicians, and supports a preventive model of care that aligns with the wider objectives of workforce wellbeing strategies. We also pride ourselves on our clinician-led innovation programme. All Nation OH clinicians are actively encouraged to propose and trial improvement initiatives through our quarterly Clinical Innovation Forum. Ideas range from redesigning assessment pathways to improving template structures or integrating new evidence into practice. Recent examples include the introduction of a 'Fast Track Return to Work' pathway for musculoskeletal referrals, which involved early OHA intervention. This model of innovation not only increases clinician engagement but ensures that our service evolves with clinical and operational realities. Another key pillar of our improvement strategy is stakeholder feedback and co-production. We do not rely solely on standard satisfaction surveys, although these form part of our metrics. Instead, we take a more structured and embedded approach to gathering insights. We hold regular client listening sessions, quarterly user groups with HR and line managers, and periodic service design workshops to capture evolving needs. By inviting stakeholders to contribute directly to service development, we create a partnership model that builds trust and ensures relevance. For example, feedback from HR managers led us to streamline our case conference process and introduce a structured case summary template for long-term absence cases. This led to clearer communication, more consistent case management, and greater satisfaction among HR professionals, all monitored through qualitative and quantitative feedback channels. To ensure accountability and measurement of innovation effectiveness, all improvement initiatives are logged in our Continuous Improvement Register, a dynamic internal tool that tracks proposals, assigned leads, targets, timelines, implementation status, and outcome metrics. Each improvement project is assigned a success criterion at the outset, such as percentage reduction in processing time, increase in client satisfaction, or reduction in repeat referrals. Quarterly internal audits assess these criteria and outcomes are reviewed with clients at contract review meetings. We also take a future-focused approach to improvement. Our service is structured to remain responsive to external changes, including evolving legislation, emerging occupational health trends, and national health strategies. We maintain active participation in national OH networks, including the Faculty of Occupational Medicine, SEQOHS stakeholder forums, and cross-sector benchmarking initiatives. Our Policy and Compliance Lead ensures that all innovations remain compliant with regulatory frameworks and aligned with best practice. In conclusion, Nation OH's offer is underpinned by a mature, embedded culture of continuous improvement that extends across every level of our organisation. Through structured methodologies, advanced data intelligence, stakeholder engagement, clinical innovation, and digital
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solutions, we deliver a service that is dynamic, responsive, and designed to evolve over time. These innovations are not stand-alone features but integrated components of our model, continuously monitored through our governance structures and transparently reported to clients. What distinguishes our proposal is not only the robustness of our delivery but our genuine commitment to doing things better—faster, smarter, and with more impact. We do not see Occupational Health as a static service but as a platform for transformation, where every insight is an opportunity and every challenge a catalyst for innovation.

Question 5	Organisation Experience and Structure Responses should include, but are not limited to, the following information: - The total number of staff within the organisation, with specific detail on the number who will be directly assigned to this contract. - An overview of the qualifications, experience, and relevant skills of the proposed personnel, including any industry certifications or regulatory approvals. - Details of any subcontractors involved, including their roles, responsibilities, and relevant credentials. - Case studies demonstrating the successful delivery of similar services for comparable organisations, highlighting outcomes and client satisfaction where applicable.
(Word Limit 1500)	(10% Weighting)
(Response)	Nation OH is a clinically led occupational health provider with deep-rooted experience in delivering bespoke, high-quality services across both public and private sectors. We are uniquely positioned to deliver effective occupational health solutions to safety-critical and geographically dispersed workforces, such as fire and rescue services. Our organisation's structure, staffing model, and operational methodologies are specifically designed to provide responsive, flexible and evidence-led health services, shaped around the real-world needs of our clients and their employees. Our current service provision for Merseyside Fire & Rescue Service (MFRS) demonstrates our capability to deliver tailored OH support in similarly demanding environments, and it provides a

powerful case study of our approach to multi-site delivery, and high-quality clinical governance.

Nation OH currently employs 26 staff members across clinical, operational, and administrative roles. Of our 14 Occupational Health Physicians, 6 are Consultant Occupational Health Physicians (OHPs), all on the GMC Specialist Register and either Members or Fellows of the Faculty of Occupational Medicine (MFOM/FFOM). This group is responsible for clinical leadership, complex case management, and statutory assessments such as ICMP and IRMP under the Firefighters and Local Government Pension Scheme (LGPS). Our team of 6 Occupational Health Advisors (OHAs) includes nurses with NMC Part 3 Specialist Community Public Health Nurse (SCPHN) registration in Occupational Health, and many are also trained in Tier 3 HAVS assessments, vaccinations, spirometry, audiology, and mental health first aid. We also employ a core team of 4 administrative, project, and data personnel to ensure seamless back-office operation, governance and client engagement.

For this proposed contract with Greater Manchester Combined Authority (GMCA), we would allocate a dedicated team of approximately 6 staff who would directly deliver and support the service. This team would include 1 Consultant OHP, 2 Senior OHPs and 2 OHAs, with a dedicated administrator to support portal use, appointment booking, reporting, and data compliance. The team would be led by 2 Contract Managers (one Clinical, one Operational) with extensive experience in delivering OH services across blue-light and public sector contracts. This structure ensures both the capacity and resilience required to manage case volumes across a multi-site and shift-based workforce like GMCA, and allows for the flexible, localised delivery required across Greater Manchester.

Our organisational structure is designed to support both regional autonomy and central governance. Operational delivery is overseen by our Clinical Director and Operational Director, who manage our national and regional contracts. Oversight is provided by our Board of Directors, which includes our Chief Medical Officer, a Consultant OHP with decades of experience, and our Commercial Director. Supporting this leadership framework is a dedicated Quality and Compliance Lead, responsible for ensuring that all services meet SECOHS standards, and that regulatory and clinical standards are upheld across all contracts.

A core example of our ability to deliver occupational health services across multiple operational hubs can be found in our current contract with Merseyside Fire & Rescue Service (MFRS) which we took over in an emergency due to issues they were having with their previous provider. This led to a long-standing relationship which has seen Nation OH deliver a comprehensive occupational health solution tailored to the needs of fire and rescue personnel, including management referrals, IRMP and ICMP assessments, health surveillance (including HAVS, audiology, spirometry and skin checks), pre-placement and fitness assessments (including Chester Step and Treadmill Tests), and vaccination programmes.

The MFRS contract has required not only clinical expertise, but also a delivery model that reflects the unique operational realities of a 24/7, watch-based workforce deployed across multiple fire stations in a large metropolitan area. To address this, Nation OH implemented a flexible and decentralised delivery model using a combination of mobile screening units, locally stationed clinical staff, and a centralised appointment system. Clinicians were deployed directly to MFRS fire stations across the region, including Kirkdale, Croxteth, Bootle/Netherton, and St Helens, providing face-to-face clinics that aligned with the shift patterns of fire crews. This significantly increased attendance rates and reduced lost clinical time compared to centrally held appointments.

In one specific case, MFRS requested urgent surveillance and case review clinics across a group of six fire stations following an incident involving potential occupational exposure. Within 48 hours, our team deployed a Clinical Nurse Lead to visit all six locations over a three-day period. We conducted skin assessments, hearing tests, lung function assessments, and completed screening documentation using our secure, mobile electronic records system. Our responsiveness and flexibility in delivering these clinics helped the service remain compliant with internal risk mitigation protocols while ensuring minimal disruption to operational duties.

In terms of personnel qualifications, the OHPs involved in the MFRS contract are all in possession of an OH qualification and have access to MFOM or FFOM accredited advice with specific experience working within emergency services environments. All of our OHPs are fully competent in IRMP/ICMP regulations and have delivered medical opinions in line with the fire service pensions scheme and LGPS guidance on ill-health retirement. Our OHAs are not only experienced in complex case management and fitness assessments, but are also trained in delivering psychological first aid, conducting lifestyle and resilience coaching, and supporting return-to-work plans for musculoskeletal and mental health conditions. OHAs assigned to MFRS were specifically chosen for their ability to work autonomously across dispersed sites, and each is trained in HAVS Tier 3, spirometry, audiology and dermatological surveillance.

In addition to our internal team, we work with a small, integrated group of specialist subcontractors. All subcontractors are required to complete Nation OH's mandatory training and onboarding programme and are subject to ongoing monitoring under our quality management system. They are included in our SECOHS preparation audits and must provide evidence of compliance with relevant regulatory and clinical standards.

Client feedback from MFRS has been consistently positive, particularly in terms of our flexibility, responsiveness, and clinical quality. In annual client satisfaction surveys, 97% of respondents rated our service as good or excellent, with particular praise for our localised delivery model and ease of access. In quarterly contract review meetings, MFRS has highlighted our commitment to collaborative problem-solving, especially in adjusting service delivery to align with operational demands, seasonal activity, and legislative requirements.

The successful delivery of the MFRS contract provides a clear and directly applicable example of how Nation OH would deliver the GMCA

occupational health service. The two organisations are comparable in structure and scope, both involving 24/7 uniformed operations spread over a large geographic area, with the need for timely, flexible OH support tailored to both operational and non-operational staff. Our experience with MFRS demonstrates our ability to deliver across multiple sites using a mobile-first model, support statutory requirements like IRMP/IQMP, and provide integrated, multidisciplinary clinical care led by Consultant-level physicians and OH specialist nurses.

Nation OH is confident that our organisational structure, experience, and resources position us to successfully deliver a comprehensive, agile and high-quality occupational health service to Greater Manchester Combined Authority. Our history of success with similar clients—most notably Merseyside Fire & Rescue Service and other fire services—demonstrates our capability to handle large, complex contracts with professionalism and flexibility, always with a focus on outcomes, clinical excellence, and partnership.

We understand that fire and rescue personnel operate in high-risk, high-demand environments, and that any occupational health service must be tailored to meet both the individual needs of the employee and the operational continuity requirements of the service. We are proud to be a trusted partner to MFRS and other emergency service providers, and we look forward to bringing that same level of commitment, flexibility, and clinical excellence to Greater Manchester.

1361- Provision of Occupational Health Services: Social Value Commitments

Supplier: Nation Occupational Health Ltd

Status: Submitted

Contract Value: GBP 400 000

Social & Local Economic Value (SLEV) Committed

GBP 82,883

Target SLEV Add (%)

20.72%

Summary Results by Measure

Ref	Item	Proxy Value	Units	Target SLEV	Target Description
No	GBP SVA				
NT1	Local people employed or retained	GBP 39 440 31	no people FTE	2	GBP 78 881
NT1a	Local people employed or retained that are TUPE transfers	GBP 39 440 31	no people FTE		GBP
NT3	Long-term unemployed people recruited	GBP 51 561	no people FTE		GBP
NT3b	Long-term unemployed homeless people recruited	GBP 51 561	no people FTE		GBP
NT4	Employees recruited who are Not in Education Employment or Training (16-24 y.o.)	GBP 53 013	no people FTE		GBP
NT4a	Unemployed 16-25 year old care leavers recruited	GBP 53 013	no people FTE		GBP
NT5	Unemployed ex-offenders aged 18 and over recruited	GBP 55 022	no people FTE		GBP

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NT6	Unemployed individuals with disabilities recruited	GBP 51 889	no people FTE		GBP
NT9	Accredited training for new employees	GBP 347	no weeks		GBP
NT10	Employment of new apprentices	GBP 309 73	no weeks		GBP
NT10a	Employment of new apprentices from designated groups	GBP 309 73	no weeks		GBP
NT11	Personalised support to help unemployed people into work	GBP 110 99	no hrs (total session duration) no attendees		GBP
GM1	Commitment to carbon emissions savings to achieve GRI A NZC ambition before 2038	GBP 0	Y/N		GBP
GM2	Registered as a Supplier for Greater Manchester Good Employment Charter	GBP 0	Y/N		GBP
NT13	Meaningful paid work placements	GBP 112 38	no weeks	4	GBP 1 650
NT13a	Meaningful paid work placements paying the Real Living Wage	GBP 467 68	no weeks	4	GBP 1 871
NT96	Personalised support to improve career and life skills	GBP 110 99	no hrs (total session duration) no attendees		GBP
NT97	Digital literacy support for designated groups	GBP 17 48	no staff volunteering hours		GBP
NT8	Support for students at local educational institutions	GBP 17 48	no staff volunteering hours	12	GBP 210

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NT50	Initiatives to promote local skills and employment	GBP 1	£ invested inc time materials equipment etc		GBP
NT14	Spend with VCSEs in the supply chain	GBP 0 12	£		GBP
NT18	Spend with local companies in the supply chain	GBP 1 36	£	100	GBP 136
NT19	Spend with local SMEs in the supply chain	GBP 1 37	£	100	GBP 137
NT101	Spend with local minority owned SMEs in the supply chain	GBP 1 36	£		GBP
NT15	Expert support to VCSEs and SMEs	GBP 106 34	no staff expert hours	0	GBP 0
NT16	Support for VCSEs through donations	GBP 1	£ invested		GBP
NT17	Support for VCSEs through volunteering	GBP 17 48	no staff volunteering hours		GBP
NT20	Multidimensional wellbeing programme access for staff	GBP 137 5	no employees provided access		GBP
NT39	Support for mental health awareness campaigns for staff	GBP 1	£ invested inc time materials equipment etc		GBP
NT105	Expert Equality, Diversity & Inclusion training	GBP 1	£ invested inc time materials equipment etc		GBP
NT107	Accredited Living Wage employer	GBP 0	Y/N		GBP
NT42	Contractors in the supply chain that are Real Living Wage employers	GBP 0	%	75	GBP 0

NT43	Support to mitigate modern slavery risks in supply chain	GBP 1	£ invested inc time materials equipment etc		GBP	
NT59	Supply chain audits that identify and manage the risk of modern slavery	GBP 0	no audits	4	GBP 0	We have an Internal policy that states we need to carry out audits on a quarterly basis This will be lead by Dr Ed Clapham who is our Director of Governance
NT51	Initiatives to promote and support responsible business	GBP 1	£ invested inc time, materials equipment etc		GBP	
NT24	Support for community initiatives to reduce crime	GBP 1	£ invested inc time, materials equipment etc		GBP	
NT26	Support for local community projects through donations	GBP 1	£ invested	0	GBP 0	Nation OH support a secondary school close to our location in terms of funding for their prize awards in Science and also in terms of offering to do interview practice for their students for careers and education days
NT29	Support for local community projects through volunteering	GBP 17 48	no staff volunteering hours		GBP	
NT25	Support for initiatives to tackle homelessness	GBP 1	£ invested inc time materials equipment etc		GBP	
NT26	Support for community health or wellbeing interventions	GBP 1	£ invested inc time materials equipment etc		GBP	
NT27	Support for initiatives focused on strengthening community networks	GBP 1	£ invested inc time materials equipment etc		GBP	
NT52	Initiatives to promote more resilient communities	GBP 1	£ invested inc time materials equipment etc		GBP	

NT31	Reductions in scope 1 & 2 CO2e emissions through decarbonisation	GBP 252 11	ICO2e	0	GBP 0	To drive our progress towards Net Zero, we have set the following emissions reduction targets • Short Term Target (By 2028) Reduce emissions by 10% • Mid-Term Target (By 2032) Reduce emissions by 20% • Long-Term Target (By 2050) Achieve Net Zero emissions We will review and adjust these targets annually to ensure they remain realistic and achievable We will continue to analyse our footprint annually reassess targets to ensure they are reasonable and achievable and also focus on emissions per employed member of staff to demonstrate our carbon reduction We are committed to the NHS net zero supplier roadmap We will consider carbon emissions and our wider sustainability goals as part of all of the decisions we make at Nation OH
NT32	Reductions in car miles from a green transport programme	GBP 0 07	miles saved	0	GBP 0	o We will support the use of video conferencing and remote communication methods to facilitate this o All of our clinicians are local to the Greater Manchester area - All company cars are now 100% electric
NT33	Miles driven using Zero Emission Vehicles	GBP 0 05	miles driven		GBP	
NT115	Reductions in freight tonne-kilometres from green logistics plans	GBP 0 17	Tonne-km		GBP	
NT116	Expert support on carbon reduction to SMEs in the supply chain	GBP 1	£ invested inc time materials equipment etc		GBP	
NT117	Support for environmental & biodiversity conservation	GBP 1	£ invested inc time materials equipment etc		GBP	
NT118	Support for sustainable reforestation or afforestation projects	GBP 1	£ invested inc time materials equipment etc		GBP	
NT87	Reductions in plastics used	GBP 116 52	kg	0	GBP 0	o We will ensure that each interaction and intervention is required (for example not repeating vaccinations or blood tests where these are not required) o We will reduce the use of single use plastics across our operations o Nation Occupational Health will aim to conserve natural resources through the minimisation of waste o Nation Occupational Health will monitor local recycling facilities and will recycle as much as is possible including 100% of cardboard and plastics where safe to do so o Arrange for the reuse or recycling of all other waste including and not limited to batteries printer cartridges computer supplies and redundant equipment o We will ensure that timber furniture and any other timber products are either repurposed or recycled
NT72	Hard to recycle waste diverted from landfill/incineration	GBP 102 1	tonnes		GBP	
NT53	Initiatives to safeguard the environment	GBP 1	£ invested inc time materials equipment etc		GBP	

Name of project: 1361- Provision of Occupational Health Services

Social value Reference: SI0-0000-1RSvh

Pricing Schedule - GMCA 1361 Occupational Health Services

Bidder contact details for queries about the submitted financial schedule	Thomas Neville, Commercial Manager, tneville@nationoh.co.uk, 07927186907
Name	Thomas Neville
Signed	TNEVILLE
Business/Organisation	NATION OH LTD
Date	03/06/2025
Email	TNEVILLE@NATIONOH.CO.UK
Telephone	7927186907

The below table to be completed by Providers of services as part of the procurement exercise. This must be the cost of provision of services applicable over 3 year contract period. Full cost breakdown to be provided. All costs to be completed in pounds STERLING (£), exclusive of VAT.

To be Completed	Assessed Figure
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Appointment Type (per activity)	Quantity	Cost Per Appointment (£)	Total Cost (£)	Bidder comments
Pre-employment screening for all roles - paper review (over 3 years)	1220	£ 20.00	£ 24,400.00	Managed by specialist OHAs familiar with Fire Services work. We do not propose to use OH technicians as using an OHA will make the service more efficient, flexible, and able to cover all appointment types within a clinical day
Pre-employment follow up for all roles (not face to face)	10	£ 45.00	£ 450.00	Managed by specialist OHAs familiar with Fire Services work. We do not propose to use OH technicians as using an OHA will make the service more efficient, flexible, and able to cover all appointment types within a clinical day
Pre-employment (non-FF face to face)	1	£ 100.00	£ 100.00	Managed by specialist OHAs familiar with Fire Services work. We do not propose to use OH technicians as using an OHA will make the service more efficient, flexible, and able to cover all appointment types within a clinical day
New FF Recruit/MST Medical assessment (onsite)	105	£ 400.00	£ 42,000.00	Combination of OHA and OHP time. All clinicians have Fire Service experience and would be supported by our MFOM/FFOM specialists with specialist experience of working with firefighters and setting standards
FF Health Surveillance Medical (three yearly onsite)	408	£ 350.00	£ 142,800.00	Combination of OHA and OHP time. All clinicians have Fire Service experience and would be supported by our MFOM/FFOM specialists with specialist experience of working with firefighters and setting standards
New FF Recruit/MST Medical assessment (onsite)	105	£ -	£ -	Repeated cell??
Drug and Alcohol Test (as part of a FF medical)	1	£ 95.00	£ 95.00	
Asbestos Medical (included at time of 3 yrly health surveillance or recruit medical assessment)	513	£ -	£ -	This is included as part of the OHP costs for the 3 yearly medical or recruit medical
HGV Medical	246	£ 95.00	£ 23,370.00	
Audiometry Assessment (outside of appt 3yrly health surveillance)	46	£ 75.00	£ 3,450.00	
Vision screening (outside of appt 3yrly health)	3	£ 75.00	£ 225.00	
Blood Pressure Review (outside of appt 3yrly health)	3	£ 75.00	£ 225.00	
Functional Hearing Test	21	£ -	£ -	
Management Referral (OHA 60 or 90 mins tele or	326	£ 100.00	£ 32,600.00	This is for a 60 minute assessment.
Management Referral (OHP 60 or 90 mins tele or video)	49	£ 300.00	£ 14,700.00	This is for a 60 minute assessment
Case Conference (OHP 60 mins telephone or video)	21	£ 300.00	£ 6,300.00	
Ill health pension review/assessment	7	£ 900.00	£ 6,300.00	Performed by one of our specialist IQMP/IRMP doctors
Annual Compartment Fire Behaviour Trainer Medical	25	£ 150.00	£ 3,750.00	With an OHA
Technical staff Medical	30	£ 150.00	£ 4,500.00	With and OHA
D&A - In Clinic D&A Screen	1	£ 95.00	£ 95.00	
D&A - For Cause Call Out	2	£ 300.00	£ 600.00	
Other		£ -	£ -	
		£ -	£ -	Please Specify
				We would propose servicing the contract by providing an OHA for 4 days per week at a master day rate of £595 and an OHP for 2 days per week at a master day rate of £1750. This level of cover would service all the above appointment times and volumes over a year. For maximum efficiency and no lost/down time during clinics, we propose that our experienced teams work in close collaboration with you to schedule the work within the working day of the clinician. The total includes using OHS (rather than OHTs) and support from Senior Clinicians who work at a national level with ALAMA.
Total			£ 305,960.00	

SCHEDULE 3

DATA PROTECTION AND INFORMATION SHARING

Description	Details
Subject matter of the processing	Referral documentations send from the Authority to the Supplier to enable the Supplier to provide occupational health services including • Referral information • Medical confidential information • Notes of meetings and discussions with and about the employee • Wellbeing information
Duration of the processing	The processing shall take effect on the commencement date of the Contract and shall expire on the expiry date of the Contract, unless it is terminated in accordance with the provisions of the Contract or extended
Nature and purposes of the processing	Information used as part of the Services is confidential Where information is referenced below, it is intended to cover the following: • Personal information such as name, date of birth, address, contact information • Medical information such as health conditions, records of reasonable adjustments Recording and storing personal information for the purpose of managing absence and occupational health records with services

	provided by medical practitioners and sharing information with organisations and managers Receive, record, report, collate and analyse information from the Authority's personnel, medical practitioners and recommendations/responses The purpose of the information is for the Authority to manage absence cases, case management, support employees and their family members through the Services Information can also be received and exchanged by Occupational Health providers and professional medical practitioners. Occupational Health will contact medical practitioners to request further detailed medical notes on the individual's condition(s) Support preventative programmes and produce Management Information.
Type of Personal Data	Personal data – Name, address, date of birth, telephone number Special category data – - Health information including medical notes, absence history, discussions, conditions, reasonable adjustments, etc Potentially (but not systematically) - Equality data including racial or ethnic origin, data relating to sex life or sexual orientation (special category)
Categories of Data Subject	Potential Authority employees (Onboarding) Authority employees Former Authority employees
Plan for return and destruction of the data	In line with the Suppliers data retention policy, keep Occupational Health information for 6 years from closure of the case On request, the Supplier shall destroy such Personal Data in line with the Controller's reasonable instructions (e.g. in line with the relevant

once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	data retention policy) Any ad-hoc deletions outside of the retention policy may be charged at cost to the Authority The Supplier will advise the Authority where it believes such instruction is contrary to any law or standard. At the end of the Contract, where the Supplier is the Processor, it is required to return the information to the Authority who will then retain and/or destroy the information in accordance with the Authority's Data Retention Policy The Supplier will ensure that suitable measures are in place for the restriction of access to medical records in line with clinical governance standards, contract and Data Protection legislation Upon expiry or the termination of the Contract, if the case is still ongoing, with consent of the Data Subject, copies of records for which the Supplier is Data Controller will be sent to the Authority's replacement Supplier in their entirety in line with clinical governance requirements (or otherwise redirected in line with the wishes of the Data Subject where they object to onward transfer). The Supplier will retain copies of the records for its own business purposes and only as long as necessary to allow for any legal challenge or regulatory activity in line with the Supplier's data retention policy.
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IN WITNESS WHEREON this document has been executed as a deed the day and year first before written:

THE COMMON SEAL of the
**GREATER MANCHESTER
COMBINED AUTHORITY**
was hereunto affixed in
pursuance of an Order of the
said Authority:



Melinda Edwards
.....
Authorised Signatory

014756

**Executed as a Deed by
Supplier**

K Mannion

acting by a director:

Signature of Director

KADIE MANNION
Director's Name

In the presence of:

[Signature]

Witness Signature

THOMAS NEVILLE

Witness Name

23 WOONE LANE, CLITHEROE, BB7 1BG

Witness Address

