



Contract for Subcontractor Services

This Contractual Agreement is made between Thames Valley Vasectomy Service (TVVS) of The Bourne End Clinic, 12-14 Furlong Road, Bourne End, Bucks, SL8 5DG ("the Company") and _____ (Contractor)

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Definitions

In this Contract for Services the following definitions apply:

“Assignment” means the period during which the Contractor is engaged by the Company to render services and / or work.

“Contractor” means the Contractor trading as _____ Engaged by the Company to provide services.

“Company” means Thames Valley Vasectomy Service (TVVS) at The Bourne End Clinic, 12-14 Furlong Road, Bourne End, Bucks, SL8 5DG

Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa

The headings contained in the Contract for Services are for convenience only and do not affect their interpretation

The Contract

These terms constitute the Contract for Services between the Company and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Company.

No variation or alteration to the terms shall be valid unless approved in writing by a Director of the Company.

The Purpose

The purpose of this agreement is not to establish an employment relationship, but to define the extent under which the relationship between the Contractors allows for there to be a Contract for Services to work as and when requirements allow.

You are not entitled to any paid leave of absence for reasons of sickness, injury or holiday or for any other reason from the Company. (You are advised to make your own sick pay

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arrangements). You can, if you wish, make contributions to a pension upon submission of the appropriate forms.

You are not entitled to any of the statutory rights extended to an employee as defined by Section 230 of the Employment Rights Act 1996 and set out in that Act as a whole.

Assignments

The failure by the Company to provide suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no Assignments are available.

The Contractor shall not be obliged to accept an Assignment offered by the Company, nor is the Company obliged to offer such Assignments to the Contractor.

Specifically, both the Contractor and the Company declare that no mutuality of obligation whatsoever is created or implied either during the course of this Contract for Services or during any period when Assignments are not available.

Upon the acceptance by the Contractor of an Assignment, the Company shall supply the Contractor with an Assignment confirmation specifying the anticipated duration of the Assignment, the anticipated number of patients and any other relevant information. The number of patients can vary due to late cancellations by patients, but the Company will make every effort to provide as many patients as agreed for the assignment with the Contractor.

In order to be efficient the Company may "overbook" patients similar to an airline to prevent clinic gaps due to late cancellations. This may occasionally lead to one or 2 more or less cases during the day.

The Company endeavours to provide the contractor with an agreed number of procedures per week. It is accepted that this number may vary due to the Company having to over-book patients or patients cancelling last minute.

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Clinical Assumptions for this contract

The Contractor behaves professionally in line with guidance issued by the GMC.

Where a Contractor agrees to treat a patient the responsibility for the consequences of their treatments and the effects and side effects of this treatment lies with the Contractor, not the Company.

The Company will function as an agent providing suitable patients to the Contractor.

The Company will also provide an in-hours triage service in terms of aftercare enquiries. The Company will provide nurses for aftercare enquiries who will resolve many straightforward clinical issues.

The Contractor has a right to access their own patient information and other contractors patient information where it is in the patients interest (need to know). The Contractor also has a right to quality control the advice given by the triage service and can request patient care issues to be handed over to them should they not be satisfied with the advice.

The Company will hand over more difficult clinical issues to the contractor via a mutually agreed safe electronic handover process (usually Signal, NHS mail or a "To do" list for non urgent work). It is the contractor's responsibility to regularly check their electronic notifications. Once a message has been sent the issue has been formally and medicolegally been handed over to the contractor for support and resolution.

Messages will usually only be sent during normal business hours between 9am and 6pm Monday to Friday excluding bank holidays.

Furthermore, the Company will make available mutually agreed and quality monitored pathways and forms for the consent processes, the surgery and aftercare enquiries, which will be accessible to the Contractor through the clinical software.

The Contractor should always agree clinical cover with another doctor working for the company to cover them when they are unavailable for aftercare enquiries for their own patients.

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Equally the Contractor should be available to cover for other doctor's patients should they be on leave (as per guidance by the Royal College of Surgeons).

The Company will usually complete most paperwork on behalf of the Contractor. However, where specific paperwork becomes necessary (i.e. the Contractor cannot complete a vasectomy and a clinical letter to the GP is required) the contractor either directly email the GP via NHS mail or via the software or can leave a note in the patients record and notify the office to send a letter to the referring GP.

There may be other tasks becoming necessary from time to time not listed in this contract.

Fees to be paid to the Contractor

The Contractor will receive payment from the Company for an Assignment at the rate of [TBC] per completed vasectomy. This fee includes for the Contractor to deal with aftercare enquiries for their own patients as well as other doctors' patients where professionally agreed from time to time. It also includes professionally supporting / running a webinar in a fair "pro rata" rota with the other colleagues working for TVVS based on the sessions carried out for TVVS and agreed from time to time. A suggested separation of the fee is [TBC] for the surgery, £8 for the webinar / consultation and £4 for the aftercare support of the patient and £3 for signing more complex semen sample letters (note this is £3 per patient, not per signed letter, most straightforward letters are signed by our office).

The contractor will not be paid for any work arising out of the contractor not being able to complete a vasectomy for whatever reason. The contractor will provide repeated vasectomies for vasectomy failure free of charge to the company.

If an Assignment agreed with the contractor is cancelled by the Company less than 2 weeks prior to the Assignment the Company will pay the contractor £300 for a full day clinic and £150 for a half day clinic (1 session).

The Contractor shall be responsible for any PAYE Income Tax and National Insurance contributions and any other taxes and deductions payable in respect of it's employees, officers and /or representatives for any Assignment OR Payment will be made gross or

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subject to deduction at the appropriate rate(s) in accordance with HMRC requirements from time to time.

All payments will be made to the Contractor into their nominated bank account.

Fees not to be paid to the Contractor

The Company will not usually re-imburse the contractor for any costs incurred to carry out their job, i.e. travel expenses, the use of a mobile phone, appropriate clothing etc. unless agreed by the Company.

Fees to be paid by the Contractor

Upon the acceptance by the Contractor of an Assignment the Contractor accepts the cost for the company of booking patients. The Company reserves the right to charge the Contractor £25 per re-booking for the cancellation of a clinic list unless the Contractor provides a replacement surgeon of sufficient quality. Due to the professional nature of the work the Contractor is contracted to it is expected that re-bookings are held to an absolute minimum.

Fees not to be paid by the Contractor

Contractors shall not be invoiced for any fees relating to nursing staff employed by the clinic, professional NHS indemnity for the company, any insurances for the buildings and any costs not agreed within this contract unless there is negligence or criminal damage or negligence involved on behalf of the Contractor when using the building or equipment provided by the Company.

Payments terms for the Contractor and the Company

Payments are made on submission of an invoice from the Contractor for the fixed pieces of work completed. Such invoice should bear the Contractor's name, Company registration number (where applicable), bank details and should be itemised and dated.

The Company shall not be obliged to pay any fees to the Contractor unless invoices have been properly submitted by the Contractor.

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The Company will in turn properly invoice the Contractor in case this should be required.

Payments terms are fixed and agreed in advance of work booked. These may be revised with notice, periodically and will include any pension fees if applicable as part of the overall gross figure

Contractors Obligations

The Contractor agrees on its own part and on behalf of its staff / delegates as follows:

Not to engage in any conduct detrimental to the interests of the Company which includes any conduct tending to bring the Company into any disrepute or which results in the loss of custom or business.

To maintain GMC registration.

To maintain a medical defence membership as required.

To engage in Appraisals and Revalidation and any other activities required to maintain professional registration as a doctor in England.

To take all reasonable steps to safeguard the safety of any person who may be affected by their actions on the Assignment.

To comply with all statutory obligations and codes of practice to which the contractor is subject in respect of its staff including but not limited to the Working Time Regulations 1998.

To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent they are reasonable applicable including documenting all work.

To furnish the Company with information as specified in subsequent paragraphs from time to time as required. vi. To notify the Company forthwith in writing if should become insolvent, dissolved or subject to a winding up petition.

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To be appropriately and professionally dressed to undertake the duties on shift, wearing, if provided, any uniforms or relevant PPE. All clinical staff must ensure they wear only minimum jewellery in line with infection control guidance and protocols.

To be appropriately equipped with any equipment that may be required for the service. Additional equipment will be available on site.

To treat all staff including nursing and office staff with respect as outlined elsewhere in this document.

The Contractor may undertake work for any other organisation at any time, whether before, during or after this Assignment and the undertaking of such work will not preclude the Company offering the Contractor Additional Assignment as and when they become available. The Company acknowledges and agrees that the Contractor cannot be required to give the Company any priority over any other Client.

The Contractor, if for whatever reason is unable to provide the service and undertake the work agreed, reserves the right to substitute any personnel, provided the Client is reasonably satisfied that any proposed substitute possess the necessary skills, statutory checks and qualifications for the satisfactory completion of the services.

Annual Leave, Study Leave and Availability

The Contractor acknowledges the operational need for consistent clinic coverage and agrees to coordinate holiday periods with other vasectomy surgeons to ensure that, wherever possible, at least one Contractor is available for contact by staff. The Company expects no more than eight (8) weeks of holiday leave and one (1) week of study leave per year, pro rata for part-year service. These leave allocations are inclusive of the Christmas period, and the Contractor should remain available for work at other times in the year. It is not acceptable for a Contractor to work only during school term times and take all school holidays off, even though acceptance of any given Assignment is voluntary. This expectation ensures that the clinic can maintain service provision throughout the year.

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Direction and Control

The Contractor will not work under the direction and control of the Company and is free to use their own initiative in completing the agreed work because it is highly skilled. The Contractor will however need to work within defined quality standards and the “normal” standard of work which is defined below. The Contractor is obliged to carry out the fixed piece of work under the pre-agreed terms and should not deviate from this without given the expressed permission by the Practice Manager or a Director. In addition, the Contractor is expected to observe the Health & Safety Regulations regarding working hours and to comply with required procedures for site security or recording attendance for the specific purposes of Health and Safety legislation or other site operational requirements.

Acknowledgement

The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its staff for the Company during the Assignment, shall belong to the Company.

Computer Equipment / Tools and Equipment, data integrity and patient confidentiality.

The Contractor shall ensure that any computer or other equipment and associated software, which it provide to its staff/delegates for the purposes of providing the services, is used appropriately and misuse or deliberate damage or via misuses may lead to a need for reimbursement.

The Contractor must not download on the computer any files or software without the express written permission of the Practice Manager or a Director.

All patient data must be looked at and handled within the cloud environment of the provided software (currently). No documentation must be downloaded at any time to a private laptop, mobile device or any other electronic device. Please only look at patient data within the browser, which will keep the information safe. The use of VPN is recommended albeit not compulsory. Please ensure your mandatory training on data and information security is always up to date.

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For confidentiality reasons the contractor must only use computer equipment and software provided by the Company unless express permission has been given by the IT security lead of the company.

To ensure you maintain confidentiality of any patients and staff information and or relevant records (manual or electronic) within the needs only of you to undertake your duties appropriately.

Corporate confidentiality

To protect the confidentiality and trade secrets of the Company and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Contractor agrees on its own part and on behalf of its staff as follows:

Not at any time, whether during or after an Assignment (unless expressly authorised by the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any trade secrets or confidential information of the Company

To deliver to the Company (as directed) at the end of each Assignment all documents and other materials created by it or the staff during the course of the Assignment

Not at any time to make any copy, abstract, summary or precis of the whole or any part of any document, form or other material belonging to the Company except when required to do so in the course of its duties under an Assignment in which any event any such item shall belong to the Company as appropriate. This includes particularly, but is not limited to

- Forms or documents on the software "Jelly" currently hosted on
- The presentation or video of the webinar
- Videos created by the Company and their content.
- Website content created by the Company and their content.
- Policies and pathways created by the Company
- Any contract documents created by the Company.
- Any staff related documentation

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The contractor underwrites the fact that the full or part use of these materials without appropriate and contractually negotiated re-imburement to Thames Valley Vasectomy Services will carry a penalty of no less than £100,000.

Termination

Either party, for whatever reason, can immediately terminate this Contract. It is however professionally expected for the Company to honour pre-agreed assignments unless there is a serious reason to terminate the contract immediately and / or suspend the contractor. and the Contractor to complete pre-agreed assignments or as stated within this document provide substitute personnel who possess the necessary skills, statutory checks and qualifications to complete the services and undertake the agreed piece of work.

The Company may, from time to time, amend the terms of the contract. At that point, the Contractor has the right to decline the revised conditions. It will then be agreed between the Company and the Contractor whether ongoing assignments should be completed under the terms of the previous contract or whether an earlier termination date should be arranged.

Equal Opportunities

The Contractor recognises that discrimination is unacceptable, and equality of opportunity is a feature of the Contractors practices and procedures.

The aim of the policy is to ensure no person is discriminated against either directly or indirectly on the grounds of race, colour, ethnic origin, religion and belief, sex, marital status, sexual orientation, gender reassignment, age or disability.

The Contractor maintains a neutral working environment in which no person feels threatened or intimidated. The Contractor is obliged not to act in a discriminatory fashion towards the Company's employees, workers or other Contractors.

The Contractor will endeavour to ensure that selection decisions will not discriminate whether consciously or unconsciously in making these decisions and that a consistent, non-discriminatory approach to the selection of Contractor is applied.

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Data Protection

Failure to comply with these standards may result in immediate suspension or termination of the contract. The Contractor may also be held personally liable for any resulting damages, regulatory action, or reputational harm incurred by the Company.

Any suspected or actual data breach (including data loss, theft, or unauthorised access) must be reported immediately to the Company's Data Protection Officer. Contractors must cooperate fully with any investigation and remediation process.

Breach Notification and Consequences:

Patient-identifiable documents may be retained as attachments within NHSmail, as these remain encrypted and stored securely in the cloud.

- Not be transferred through unapproved or insecure platforms.
- Not be stored persistently on personal hard drives;
- Be deleted immediately after their intended use;
- Be password-protected when they contain any patient-identifiable data;

In specific operational or educational situations (e.g. webinar preparation or patient communication), the Contractor may temporarily download or create documents (e.g. Excel or Word files) containing identifiable patient information on a home device. These files must:

- Zoom (app, using TVVS login)
- Signal
- Microsoft Outlook (when configured with NHSmail)

The following installed apps are deemed secure on mobile devices for accessing or transmitting patient information:

- Zoom (web, using TVVS login)
- Signal (web)
- NHSmail (web)
- Teamnet
- JellyPx

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The following browser/cloud-based platforms are deemed secure, provided the Contractor uses a password-protected and regularly updated computer:

Contractors may access JellyPx, NHSmail, Signal, Zoom, or Teamnet from home computers or secure personal devices, provided such devices are encrypted, password protected, and kept up to date with current security patches.

Permissible Uses at Home:

1. No patient data is persistently stored on personal or unapproved devices.
2. Patient data is accessed only through secure platforms such as JellyPx, NHSmail, Signal, Zoom (using TVVS login), or Teamnet; and
3. The Contractor exclusively uses Company-owned computers at the Bourne End clinic;

The Contractor acknowledges and accepts responsibility for maintaining the security and confidentiality of all patient data accessed or handled during the course of Assignments. This responsibility remains with the Contractor except where:

Data Security and Contractor Responsibility

The Contractor consents to the Company holding and processing data relating to the Contractor for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" as defined by the Data Protection Act 1998 relating to you.

Confidentiality agreement and other documentation regarding patient and data protection.

The contractor may be required to review and sign further paperwork relating to specific UK healthcare laws and regulations.

Standard of Work for the Company = Outcomes Standard

The contractors or their substitute work should not fall below the standard of work expected from a similar specialist and highly skilled worker and outcomes as defined through the

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vasectomy audit by the ASPC. Generally it is expected that failure rates are kept below 1:200, infection rates below 1.1% and significant haematoma rates also below 1.1%. PVP should be 0.26% and admissions to hospital post vas 1:1000 or less.

The contractor is expected to provide patients with a minimum of 2.5cm interruption or fascial interposition as a minimum quality standard wherever possible in the contractors best judgment. It is expected for the contractor to interrupt the vas.

Complaint levels should not be significantly above other colleagues working for the Company

Provision of Information to the Company

The contractor is expected to provide the Company with timely information pertaining to UK regulations which includes membership information for a professional indemnity organisation, GMC registration, vaccination information, appraisal and revalidation information as requested and other statutory requirements

Participation in Clinical Governance Meetings and participation mandatory learning and policy review.

The contractor is required from time to time to attend clinical governance meeting where the performance of the whole team gets reviewed in a supportive environment. These meetings are also to support the learning of the contractor and are a UK health requirement.

The contractor is required to participate in online learning activities as well as online policy review activities in order to meet the standards set by the CQC. Failure to do so may result in the termination of the contract or temporary suspension of contractor services. However, the contractor is at liberty to provide learning certificates from other sources if they are pertaining to the same content / part of law.

The contractor will be given login details to a software (currently Teamnet) where they can submit the required information. It is expected that all communications will be paperless. Teamnet will usually provide a 4 week reminder email for any learning module are about to expire. The contractor is expected to keep all learning modules" Green" and proactively

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respond to any learning module turning “Amber” at any time. The contractor is advised to log into Teamnet once a week and check any outstanding actions in Teamnet.

“Red” modules would lead to the Company receiving a “Needs Improvement” or “Inadequate” rating by the CQC and therefore losing their NHS contract with the CCG. The contractor can be dismissed or suspended without notice for not completing mandatory training modules in time.

Law

These terms are governed by the law of England & Wales and are subject to the exclusive jurisdiction of the Courts of England & Wales.



Thames Valley Vasectomy Services

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Signatures

Company Signature: _____ Date: _____

Name in Print: _____

Contractor Signature: _____ Date: _____

Name in Print: _____