

NOTICE OF MEETING

CABINET MEMBER SIGNING

Friday, 19th March, 2021, 10.00 am -

Councillors Sarah James – Cabinet Member for Adults and Health

1. APOLOGIES FOR ABSENCE

To receive any apologies for absence.

2. DECLARATIONS OF INTEREST

A member with a disclosable pecuniary interest or a prejudicial interest in a matter who attends a meeting of the authority at which the matter is considered:

- (i) must disclose the interest at the start of the meeting or when the interest becomes apparent, and
- (ii) may not participate in any discussion or vote on the matter and must withdraw from the meeting room.

A member who discloses at a meeting a disclosable pecuniary interest which is not registered in the Register of Members' Interests or the subject of a pending notification must notify the Monitoring Officer of the interest within 28 days of the disclosure.

Disclosable pecuniary interests, personal interests and prejudicial interests are defined at Paragraphs 5-7 and Appendix A of the Members' Code of Conduct

3. ASYMPTOMATIC RAPID COVID TESTING SITES IN HARINGEY (PAGES 1 - 32)

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Thursday, 11 March 2021

Report for: Cabinet Member for Adults & Health

Title: Asymptomatic rapid COVID testing sites in Haringey

Report authorised by Dr Will Maimaris – Interim Director of Public Health

Lead Officer: Dr Will Maimaris – Interim Director of Public Health
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Ward(s) affected: All

**Report for Key/
Non Key Decision:** Key decision

1. Describe the issue under consideration

- 1.1. This report seeks retrospective Cabinet Member approval to enter into a collaborative agreement with the Department of Health and Social Care to carry out mass testing of asymptomatic people for the Covid-19 virus at designated sites in the Borough.
- 1.2. The plans outlined in this report will develop over time in response to national directives and local needs.

2. Recommendations

- 2.1. That the Cabinet Member for Adults & Health is recommended to:
- 2.2. Note the delegated authority action taken by officers for and on behalf of the Council to submit a proposal to the Department for Health and Social Care (DHSC) to participate in its community testing programme to carry out the mass testing of asymptomatic people in the Borough.
- 2.3. Note that the proposal was accepted by the DHSC.
- 2.4. Note that on 29th December 2020, officers communicated to the DHSC in principle agreement to the terms and conditions which support the collaborative working between the parties.
- 2.5. Note that on 29th December 2020, the DSHC acknowledged receipt of the in principle agreement.
- 2.6. Note the sites designated by officers to be testing centres in the Borough at Tottenham Community Sports Centre, 701 – 703 High Road N17 8AD; 48 Station Road, Wood Green, N22 7TY; Alexandra Palace Transmitter Hall, N22 7AY and Tottenham Green Leisure Centre, 1 Philip Way, N15 4JA

- 2.7. Note that the expenditure on this project is funded by a grant from the DHSC which is anticipated to be of £1,561,000.
- 2.8. Ratify – insofar as it is necessary and for the avoidance of doubt - all of the action taken / to be taken by officers at 2.2, 2.4 and 2.6 above, such ratification to have effect both retrospectively and prospectively.
- 2.9. Authorise the receipt of grant funding and the expenditure referred to at 2.7 above.

3. Reasons for decision

- 3.1. The Council has rapidly rolled out mass community asymptomatic COVID 19 testing centres in line with Department of Health and Social Care specifications in order to identify people with COVID infection proactively to contribute to the prevention of spread of COVID-19. Accordingly, formal ratification of decisions made by officers to date is required.

4. Alternative options considered

- 4.1. In view of the high level of infection rates in the Borough at the time of implementation, participation in the collaborative agreement with the DHSC was considered to be the best and currently only Government approved option to implement widespread community testing to help tackle the challenge being presented by the virus being spread by asymptomatic people.

5. Background information

- 5.1. The Government announced funding to roll out asymptomatic mass testing on the weekend of 12/13 December 2020 to address rising Covid infection rates in Tier 3 areas. Given the rising rates in the Borough, on 13th December 2020 officers submitted what became a successful bid to the Department of Health and Social Care (DHSC) in line with its defined criteria for the Council to run 3 local testing sites for people without symptoms (asymptomatic).
- 5.2. With the Prime Minister's then latest announcement that London will move into a new Tier 4 with effect from 20 December 2020 – then confirmed and implemented - it became all the more important that mass testing facilities were mobilised rapidly.
- 5.3. Officers, working in conjunction with the Cabinet Member for Adults & Health, have moved at pace to develop and implement plans for a mass testing project in the borough, rolled out over Christmas and into the first weeks of the New Year.. This is a walk-in service, but the intention is to direct our messaging and engagement to those parts of the community where officers believe transmission is at its greatest – for example key and essential workers.

- 5.4. A cross service working group has been developed to mobilise this plan, being jointly led by Environment & Neighbourhoods (operational lead) and Public Health (clinical lead). Once the sites became operational Public Health has taken on full responsibility for the management of these sites.
- 5.5. As a condition to working on the programme with the DHSC, the Council was required to sign a collaboration agreement (the agreement) with prescribed terms and conditions. A copy of the agreement is at Appendix A to this report.
- 5.6. On 29th December 2020, the Director of Public Health sent an e-mail to the DHSC asking it to note that the Council had reviewed the agreement and agreed it in principle, the significance of which being that the Council would become bound by its terms and conditions once the testing programme commenced – see paragraph 5.12 below – or the supply by the DHSC of DHSC supplies (in terms approved testing kits and guidance materials) whichever is the earlier date. Later that same day, the DHSC acknowledged receipt of the acceptance.
- 5.7. In summary, under the terms of the agreement, the roles and responsibilities will be as follows:
- 5.7.1. The testing programme will be led by the Council in order to ensure that it focuses on the particular circumstances and needs of the population in the Borough. Further, the Council will be responsible for the clinical service (including governance decisions and processes in relation to the testing) and for carrying out the testing.
- 5.7.2. The testing is designed to deliver the following objectives:
- to identify asymptomatic but potentially infectious individuals, helping to break the chain of transmission of Covid-19 in the area;
 - to help with the management and containment of Covid-19 outbreaks in the area;
 - to aim to address parts of the population in the area most at risk from Covid-19; and
 - to encourage and support people identified through positive tests to comply with self-isolation requirements.
- 5.7.3. The role of the DHSC is to provide the Council with a template Standard Operating Procedure, supplies and information to support the Council's testing – notably the testing kits, and funding for test on a payment by results basis.

5.8. Strategic Objectives for Mass Testing

- 5.8.1. The strategic objectives for mass testing, as defined by the NHS are:

- We test to protect those at highest risk, and to prevent transmission in high-consequence settings and ensure that our health services can continue;
- We test to find positive cases and isolate them and their contacts to break the chains of transmission;
- We test to enable social and economic activities to happen with less risk;

5.9. Existing Testing

5.9.1. The Council already has three testing sites in the borough which are for people who have Covid symptoms, other members of their households, and specific groups who have been asked to have a test e.g. through test and trace. These sites are not accessible to people who are asymptomatic but wish to be tested (now with the exception of secondary school children and their families, see section below).

5.9.2. This testing regime uses 'PCR' tests which go to a lab to be analysed, with results available typically within 24-48 hours.

5.9.3. There is a 1,900 testing capacity in the borough through PCR testing, which was increased by 25% in the week before Christmas. Over the course of that week, demand for PCR testing increased significantly, with testing capacity reaching over 90% at two of our sites. Only a few days earlier this was significantly less especially at our Stamford Hill and Tottenham Irish Centre sites. To deal with further demand officers are also making use of New River Stadium car park to host a Mobile Testing Unit 3 days per week, and taking forward plans to set up a 4th PCR testing site in the borough.

5.10. Asymptomatic Mass Testing in Haringey

5.10.1. Proposals have been developed for four mass testing sites, geographically spread across the borough. These sites are for asymptomatic people using rapid, lateral flow tests. These tests are conducted in the same way as a PCR test (e.g. a swab to the back of the throat and up the nose) and analysed on site within 30 minutes, with results sent back to the resident by SMS/email. Evidence suggests that with a skilled operator as per the model described here the lateral flow test will pick up around 70% of people who would test positive for COVID-19 in PCR.

5.10.2. If a lateral flow test is positive, the resident is advised to isolate and book a PCR test through the existing system.

5.10.3. The four sites are at:

1. Central – Ground Floor, 48 Station Road – opened from 30th December 2020
 2. East – Tottenham Community Sports Centre, Tottenham High Road – opened from 6th January 2021
 3. West – Alexandra Palace, Transmitter Hall, Alexandra Palace Way, N22 7AY
 4. South-East – Tottenham Green Leisure Centre, 1 Philip Way, N15 4JA.
- 5.10.4. The operational hours of each site commenced with five days a week, Tuesday – Friday from midday to 7pm and Saturday midday to 5pm. This was reviewed after the first month and changed to a seven day a week model, with 2 nights of late opening. Based on local demand, these have been revised again to give a broader range of opening hours across all the sites (see our website for latest opening hours at <http://www.haringey.gov.uk/covid-testing>)
- 5.10.5. The four sites will have up to ten testing booths each and employ 24 staff per site. This is in line with NHS guidance and is classed by the NHS as a medium sized testing facility.
- 5.10.6. At this size we had the capacity to test up to 65,000 people over six weeks - approximately 25% of the population.
- 5.10.7. If maximum capacity were to be achieved, this would add a further 2,100 tests a day to the Council's testing capacity, a total of 4,000 tests per day in the borough, including the PCR tests.
- 5.10.8. The target group for testing will be focused on where impact can be maximised in terms of limiting spread of the virus. Given the lockdown which came into place in January, mass testing has been targeted at key and essential workers, and anyone who can't work from home in the borough.
- 5.10.9. Workforce for Mass Testing - Given the proximity to Christmas and the pressures on the existing Council workforce, a decision was made by officers to create local employment opportunities and recruit to these posts through Hays.
- 5.10.10. Training has been developed by the NHS and is web-based – all mass testing staff will be required to successfully complete this training before commencing work at the sites, where they will also have on-site training. The roles are classed as non-clinical, they do not require DBS checks, and full PPE will be provided.

5.10.11. The Clinical Standard Operating Procedure for Haringey's Community testing sites has been signed off by the Council's Director of Public Health who is the clinical lead for the programme.

5.11. In recognition of the scale, speed and scope of the programme, with associated non business as usual responsibilities placed on the Council, by letter dated 23rd December 2020, the Secretary of State for Health and Social Care informed all participating Councils that he would take responsibility for "the costs of any clinical negligence and / or product liability claims made by members of the public against those delivering testing pursuant to [the] Collaboration Agreement subject to the terms of [the] letter". In summary, those terms relate to tests conducted up to 31st March 2021, providing they are so conducted in accordance with the agreement, and that any claims are promptly notified to the Government who will then take over the conduct of the claim. A copy of the letter is at Appendix B to this report. Funding for mass testing has since been extended to end of June 2021. Whilst this report provides approvals and a governance framework for the mass testing programme up to 31st March 2021, further decision making will likely need to be taken for the period from 1st April – 30th June, once the government clarifies the approach to be taken and the role authorities will be expected to play in the continuation of mass testing. At the time of writing this report, this yet to be clarified.

5.12. Grant Funding and Expenditure

This project is funded on a payment by results basis, with a payment made per test completed. Funding is capped at total costs incurred so that no authority is able to make a surplus from the scheme. If demand for testing within Haringey falls below that which is anticipated, the payment per test completed could fall below the total costs incurred. In this scenario the government has provided the Council with some reassurance that it will reimburse the Council for costs incurred.

6. Contribution to strategic outcomes

6.1. These sites contribute to the Haringey Borough Plan 2019 – 23 strategic priorities, particularly to Priority 2 – People.

7. Statutory Officers comments (Chief Finance Officer (including procurement), Assistant Director of Corporate Governance, Equalities)

Finance Comments

7.1. The government has pledged to fund this testing activity at a gross rate of £14 per test completed, this amount will be top-sliced by the costs of PPE provided by the government. The Council is planning to complete 132,000 tests in the period up to 31st March, which would suggest grant funding of up to £1,848,000, however funding is capped at the level of costs the Council incurs, which are projected to be £1,561,000 (including a contingency of £50,000). A breakdown of these costs is below.

Category of Spend	Total projected spend
Site Hire Costs	£50,300
Site Fit-out Costs (Signage etc)	107,553
Security & Cleaning (inc. Deep Cleanse)	£104,535
IT Equipment Costs (Computers etc)	£42,748
Other Equipment Costs	£11,235
PPE (Non-central Hub Costs)	£9,519
Staffing Costs (pay only)	£995,949
Project Management	£114,382
Signage & Comms	£20,309
Waste Disposal	£54,599
Other	£0
Sub total	£1,511,128
Contingency	£50,000
Total	£1,561,128

7.2. The costs of the asymptomatic rapid covid tests are largely fixed and specified by the Government in their guidance to local authorities in carrying out the testing, for example staffing structures, job descriptions and pay rates. The costs of all testing devices will be provided by the government at no cost. The only substantial elements of cost around which the Council has local discretion relate to the sites utilised for the testing activities.

7.3. There is a risk that take-up of the tests is less than anticipated, and the income from the project based on £14 per test completed does not cover the costs associated with the initiative. Take-up of tests may be lower than anticipated owing to factors outside the Council's control (e.g. the impact of national or local lockdown restrictions). The government has provided reassurance to Councils that where this is the case, costs will be reimbursed to Councils so long as these have been incurred reasonably, and the Council has taken its best endeavours to keep costs as low as possible. The Council therefore assumes that all costs of this project will be reimbursed.

7.4. In the unlikely event that the government failed to reimburse all costs associated with the project, or that the project overspent, the Council would have to identify additional funding streams to meet these costs or these would fall to be funded by the general fund.

7.5. Since the original approval of our mass testing funding agreement with the DHSC, funding has now been extended till the end of June 2021, further decision making will need to be taken once the government clarifies the role local authorities have to play in the continuation of mass testing beyond 31st March 2021.

Procurement – not applicable

Legal Comments

- 7.6. The Head of Legal Services has been consulted in the preparation of this report and makes the following comments.
- 7.7. Confirmation is given of the fact that the Council has the power to enter into the collaborative agreement with the DHSC pursuant to the general power of competence under section 1 of the Localism Act 2011.
- 7.8. Confirmation is also given of the fact that prior to giving in principle agreement to the collaborative agreement, the Director of Public Health and the Director of Neighbourhoods and Environment sought advice from the Head of Legal Services on its implications.
- 7.9. Further, given the urgency of the situation, the Head of Legal Services considered it both a rational and reasonable approach for officers to progress the implementation of the testing programme to include exceeding their delegated authority as required on the strict understanding that this report would be brought to Member(s).
- 7.10. Confirmation is given of the fact that the Cabinet Member for Adults & Health has the authority to approve the grant funding referred to at paragraph 5.23 above pursuant to Part Four, Section J, paragraph 17.1 of the Contract Procedure Rules in the Constitution.
- 7.11. Confirmation is also given of the fact that the Cabinet Member for Adults & Health has the authority to approve the expenditure referred to at paragraph 5.23 above as a key decision pursuant to the definition of such a decision at Part Five Section C in the Constitution.

Equality

- 7.12. The Council has a public sector equality duty under the Equalities Act (2010) to have due regard to:
Tackle discrimination and victimisation of persons that share the characteristics protected under S4 of the Act. These include the characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex (formerly gender) and sexual orientation.
Advance equality of opportunity between people who share those protected characteristics and people who do not; Foster good relations between people who share those characteristics and people who do not.
- 7.13. An equalities impact assessment has been completed for the programme which will be developed over time.

We are targeting essential workers a large proportion of whom in Haringey are from Black, Asian and Minority Ethnic Communities.

7.14. We will monitor uptake of testing according to gender, age and ethnicity.

8. Use of Appendices

Appendix A - Collaborative agreement with the Department for Health and Social Care

Appendix B – letter dated 24rd December 2020 from the Secretary of State for Health and Social Care

9. Local Government (Access to Information) Act 1985

n/a

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Department of Health & Social Care

Community Testing

Collaboration terms and conditions for Covid-19 by Local Authorities through the Community Testing programme

The Secretary of State for Health and Social Care of 39 Victoria Street, Westminster, London, SW1H 0EU, United Kingdom (“**DHSC**”) and the Local Authority (“**Authority**”) are seeking to combat the SARS-CoV2-19 (“**Covid-19**”) pandemic.

The Authority has submitted a proposal to DHSC to participate in DHSC’s community testing programme (“**Proposal**”) to carry out mass testing of asymptomatic people in the Local Authority area (“**Area**”). Following selection by DHSC, the parties have agreed that the Authority will proceed with testing in accordance with the Proposal, with support from DHSC.

The testing programme will be led locally by the Authority to ensure that the programme focuses on the particular circumstances and needs of the population of the Area. The Authority will be responsible for the clinical service (including governance decisions and processes in relation to the testing) and for carrying out the testing itself. DHSC’s role will be to provide the Authority with a template Standard Operating Procedure, supplies and information to support the Authority’s testing (notably by providing testing kits).

Commencement of testing by the Authority is deemed as acceptance of these collaboration terms and conditions (“**T&Cs**”).

The Authority shall carry out Covid-19 testing on individuals within the Area (“**Test Subjects**”). The Testing (as defined below) has the following objectives (“**Objectives**”):

- to identify asymptomatic but potentially infectious individuals, helping to break the chain of transmission of Covid-19 in the Area;
- to help with the management and containment of Covid-19 outbreaks in the Area;
- to aim to address parts of the population in the Area most at risk from Covid-19; and
- to encourage and support people identified through positive tests to comply with self-isolation requirements.

DHSC and the Authority have agreed to proceed with the Testing upon and subject to the following terms.

1 Term

- 1.1 The agreement between the parties under these T&Cs will begin on commencement of the supply by DHSC of DHSC Supplies (defined below) and/or Testing by the Authority under this agreement (whichever is earlier) (“**Commencement Date**”).
- 1.2 The agreement will continue for the duration of any Testing under this agreement. DHSC agrees that it will continue to make DHSC Supplies available until the date falling six weeks after the start date for Testing set out in the Proposal or such other date as the parties agree in writing.

2 Collaboration

- 2.1 Both DHSC and the Authority recognise the importance of collaboration to achieve the Objectives. Each party will work together in a spirit of partnership in seeking to achieve the Objectives and in performing their obligations under these T&Cs.
- 2.2 In the spirit of collaboration, DHSC shall provide the Authority with a reasonable level of support and guidance in order to assist the Authority's ability to carry out the Testing.
- 2.3 The parties shall collaborate to improve the process and operations involved in the Testing, which may include sharing information relating to the experiences and insights gained as a result of the Testing or of similar testing carried out by other local authorities. Such collaboration may include inviting the Authority to collaborative discussions with other local authorities that are carrying out similar testing (which may include joint webinars).

3 Standard Operating Procedure

- 3.1 DHSC has provided the Authority with the "Clinical guidelines for mass testing with Lateral Flow Antigen Testing Devices" ("**DHSC Guidelines**") (the current version of which is attached at Schedule 1), which sets out a detailed description and plan of testing and ancillary responsibilities based on DHSC's experience of operating similar testing programmes.
- 3.2 The Authority will develop one or more of its own standard operating procedure to carry out Covid-19 testing on Test Subjects as appropriate for the Area in accordance with clause 4 below ("**Testing**"), taking account of the DHSC Guidelines where appropriate (each an "**Authority SOP**"). The Authority shall ensure that the Authority SOP is based materially on the DHSC Guidelines and only contains deviations where these are reasonable and necessary given the particular circumstances of the Area.
- 3.3 The Authority shall provide to DHSC confirmation of the individual who has approved the Authority SOP on behalf of the Authority as soon as reasonably practicable after it has been authorised. The Authority shall be responsible for clinical service delivery in respect of the Testing and for ensuring that any changes that the Authority makes to the DHSC Guidelines are appropriate to enable the Authority to carry out Covid-19 testing in accordance with applicable law and regulation.
- 3.4 DHSC may update the DHSC Guidelines during the Term from time to time and following such update will make available or provide to the Authority a copy of the updated DHSC Guidelines as soon as reasonably practicable.
- 3.5 The Authority will provide to DHSC a copy of the Authority SOP promptly on request.
- 3.6 DHSC grants the Authority the non-exclusive right to use and adapt the DHSC Guidelines for the purpose of developing the Authority SOP in accordance with this clause 3. The Authority grants DHSC the right to use and adapt the Authority SOP for the purpose of continuing to develop and improve the DHSC Guidelines and related Standard Operating Procedures used or promoted by DHSC for Covid-19 testing.

4 Authority responsibilities

- 4.1 The Authority shall have full responsibility for planning, setting up and carrying out the Testing in accordance with this clause 4 (save for the DHSC responsibilities set out in clauses 5 and 6). In particular, the Authority shall:

Testing programme

- 4.1.1 plan, implement and operate a programme to carry out Testing on Test Subjects in the Area in a way that best suits the population of the Area;

Set up and marketing of Location(s)

- 4.1.2 set up and run, manage and control one or more testing locations for the Test Subjects (each a “**Location**”);
- 4.1.3 appoint a programme lead and senior responsible officer who will be the main points of contact for DHSC and NHS Test and Trace;
- 4.1.4 prepare and deliver a communication and engagement plan to publicise the Testing;
- 4.1.5 market to Test Subjects the availability of the Testing in accordance with the communication and engagement plan;
- 4.1.6 be responsible for the set-up and configuration of each Location and ensuring the configuration is in accordance with applicable laws and guidance, including appropriate Covid-19 measures and appropriate site risk assessment;
- 4.1.7 liaise with any key stakeholders in connection with the Testing, including any other local authority bodies, the Authority’s staff;
- 4.1.8 erect suitable signage that provides details about the Testing being delivered at a Location; and

Procurement of personnel

- 4.1.9 provide or procure the necessary amount of suitably qualified, competent, skilled and experienced employees, contractors and/or other third parties to operate a Location in accordance with the Authority SOP and to administer the tests in accordance with applicable laws and regulations;
- 4.1.10 ensure that personnel who are to be involved in the Testing shall attend all training as required by the Authority SOP or by DHSC in advance of being involved in the Testing, and shall perform their role in relation to the Testing in accordance with any such training;
- 4.1.11 provide DHSC’s employees, contractors and nominated third parties with access to a Location in connection with the performance of DHSC’s responsibilities under these T&Cs and as otherwise reasonably required by DHSC;
- 4.1.12 be responsible for the health and safety of Test Subjects and any Authority, DHSC, or third party personnel whilst such persons are present at a Location; and
- 4.1.13 at DHSC’s request, provide DHSC with a copy of any Authority policy which DHSC and its employees, contractors and/or third parties must comply with whilst on-site at a Location;

Procurement of materials

- 4.1.14 provide all consumables, equipment, resources, incidentals and facilities that are necessary for the Authority to run, manage and control a Testing location, including such items as are listed in the Authority SOP and/or in the bill of materials at Schedule 2 ("**Bill of Materials**"), other than where it has been agreed that such items are to be provided by DHSC;
- 4.1.15 inspect the DHSC Supplies after delivery in accordance with clause 6.5.2;

Carrying out of the testing

- 4.1.16 at all times comply with applicable laws and regulation in carrying out the Testing, including but not limited to the Control of Substances Hazardous to Health 2002;
- 4.1.17 put in place and maintain appropriate arrangements for the clinical governance of the Testing, including but not limited to incident reporting, safeguarding and evaluation, and for any other aspects of governance applicable to the Testing;
- 4.1.18 subject to clause 5.3.1 and to the terms of the DHSC Guidelines, ensure that the Testing complies with the instructions for use for the testing kits provided by DHSC;
- 4.1.19 perform the Testing to such minimum values as the parties may agree from time to time, and with all reasonable skill and care, in a good scientific manner and in accordance with applicable regulations;
- 4.1.20 where appropriate, be responsible for arranging appointments for Test Subjects who wish to register for Testing;
- 4.1.21 ensure that any queuing to take part in the Testing is done in a Covid-19 secure manner in compliance with all applicable laws and regulations;
- 4.1.22 arrange for Test Subjects to register for the test online on their arrival at a Location, including entering their personal details and details of their test kit barcode, using the relevant NHS Test and Trace website or digital solution as listed in the DHSC Guidelines or as otherwise agreed;
- 4.1.23 save where the parties agree otherwise in writing, solely use the test kits provided by DHSC for the purpose of the Testing pursuant to these T&Cs and promptly on request return any unused or surplus test kits to DHSC;
- 4.1.24 carry out the sample collection and analysis, and recording of results, in accordance with the Authority SOP;
- 4.1.25 not store or use test samples for any purpose other than for the Testing;
- 4.1.26 separately from any business as usual waste, safely dispose any clinical waste, including testing kits, kit peripherals and PPE, and any waste suspected of being contaminated with Covid-19, in accordance with relevant biohazard waste disposal regulations and the NHS COVID-19 waste management standard operating procedure (Ref 001559);

- 4.1.27 submit all test results and sample data linked to the relevant barcode through the NHS Test and Trace digital system in accordance with the DHSC Guidelines or as otherwise agreed;
- 4.1.28 report any material problems or incidents with the DHSC Supplies to DHSC as soon as reasonably practicable in accordance with any processes agreed by the parties from time to time;
- 4.1.29 implement a process for reviewing and investigating all safety and safeguarding incidents and events that occur as part of the Testing. As part of this process, the Authority shall report such incidents to DHSC as part of its weekly return under clause 6.4 and any serious incident shall also be reported to DHSC within 24 hours of the incident;
- 4.1.30 store appropriately and securely any tablets, smartphones and other devices supplied by DHSC under these T&Cs ("**Managed Devices**") (which shall be held on loan from DHSC during the Term); and
- 4.1.31 not seek to circumvent any security protections or other restrictions installed on or applied to the Managed Devices;

Evaluation

- 4.1.32 carry out an ongoing evaluation of the success of the Testing in meeting the Objectives and the goals and objectives set out in the Proposal ("**Evaluation**");
- 4.1.33 to collect and analyse data relating to the Testing to enable it to carry out the Evaluation; and
- 4.1.34 to prepare and submit to DHSC a report on the Evaluation as soon as reasonably practicable after completion of the Testing, to include any information reasonably requested by DHSC under these T&Cs;

General

- 4.1.35 hold and maintain all necessary licences, permits and/or consents necessary for it to perform the Testing; and
- 4.1.36 ensure that it has appropriate insurance in place which covers the conduct of the Testing and storage of DHSC Supplies and any other items supplied by the Authority as envisaged under these T&Cs.

5 DHSC responsibilities

- 5.1 DHSC shall provide support to the Authority's Testing by:
 - 5.1.1 in accordance with clause 6, providing LFD antigen testing kits (as more fully described in the DHSC Guidelines) to an agreed Location, together with appropriate kit peripherals (including guidance material and instructions) and any other items set out in the Bill of Materials which the parties agree shall be provided by DHSC in such quantities as are agreed between the parties ("**DHSC Supplies**");

- 5.1.2 providing a playbook to support the Authority's communication and engagement plan;
 - 5.1.3 providing blueprints and standard materials that may be used by the Authority to design and build any necessary infrastructure to be established at a Location;
 - 5.1.4 providing access to an online training and assessment tool for use by the individuals selected by the Authority to carry out the Testing and, where applicable, to provide an assurance to the Authority that such persons have completed the training;
 - 5.1.5 providing a reasonable level of advice and support to the Authority on matters relating to the Testing, including the design and build of Locations, and site operations and incident management; and
 - 5.1.6 providing Managed Devices as agreed by the parties for use by the Authority in the Testing.
- 5.2 On request by the Authority, DHSC may at its discretion provide the Authority with templates for regulatory documents that are necessary as a result of the Testing, including a data protection impact assessment and site risk assessment.
- 5.3 DHSC shall be responsible for ensuring that:
- 5.3.1 save where the DHSC Guidelines expressly states otherwise, the DHSC Guidelines are appropriate for Testing in accordance with this Agreement and applicable law and regulation (provided that the Authority acknowledges that the DHSC Guidelines document is a template only and will require implementation through the Authority SOP in a way that is appropriate for the particular circumstances of the Area and accordingly the DHSC Guidelines cannot include a comprehensive list of all actions that will be required to carry out the Testing in the Area);
 - 5.3.2 the DHSC Supplies (defined below) are appropriate for use by the Authority to carry out the Testing in accordance with the DHSC Guidelines and these T&Cs; and
 - 5.3.3 the DHSC Supplies are of the necessary quality and standard to enable the Authority to carry out the Testing and free from material defects. Subject to clause 6.5, if the Authority notifies DHSC that any DHSC Supplies have material defects, DHSC shall endeavour to provide replacements in accordance with clause 6.
- 5.4 Insofar as DHSC has access to a Location as part of the delivery of the Testing, DHSC shall, and shall ensure that DHSC's employees and its contractors shall, only use such access for the purpose of providing the Testing and shall comply with any relevant Authority policies that have been provided to DHSC in respect of any such access.

6 DHSC Supplies

- 6.1 As soon as practicable after joining the community testing programme, the Authority shall provide to DHSC in writing:

- 6.1.1 Authority SOP approval – confirmation that the Authority has finalised an Authority SOP and obtained approval from the Authority’s Director of Public Health for the Authority SOP, together with the name and contact details of the individual who approved the Authority SOP;
 - 6.1.2 reporting confirmation – confirmation that the Authority will fulfil the reporting obligations set out in this clause 6; and
 - 6.1.3 planning template – a completed planning template in the form provided to the Authority by DHSC which includes a summary of the Test Subjects in the Area that the Authority intends to test, the Authority’s projected volumes of Testing, and the Authority’s requirements for DHSC Supplies to carry out the Testing.
- 6.2 The Authority shall complete an order form using the template or system made available by DHSC from time to time which shall set out the volume of DHSC Supplies that the Authority requires.
- 6.3 Subject to the availability of DHSC Supplies and to clause 6.5 below, DHSC shall following receipt of a completed order form arrange for the delivery of the DHSC Supplies set out in the order form to the delivery address set out in the order form, provided that DHSC shall not be required to deliver the DHSC Supplies to more than one delivery address during the term of these T&Cs (unless otherwise agreed).
- 6.4 DHSC is required to comply with certain audit and reporting requirements, including to the MHRA. Accordingly, following commencement of supply by DHSC, the Authority shall provide in writing on a weekly basis a report setting out:
- 6.4.1 its use of DHSC Supplies (broken down by individual items), including the quantities it has used that day/week (as appropriate);
 - 6.4.2 overall quantities of DHSC Supplies it has used and any quantities remaining;
 - 6.4.3 its current forecast for the number of tests to be carried out over the remaining term of the Testing programme (provided that such forecast shall take into account that the total volume of tests may not exceed the number set out in the Proposal without the prior written agreement of DHSC);
 - 6.4.4 information about the Testing including any updates on its Evaluation reasonably required by DHSC and any issues or lessons learned; and
 - 6.4.5 any problems or incidents with the DHSC Supplies that have occurred that day/week.
- Each report shall be in the form of the template as is provided by DHSC to the Authority or in such other form as is agreed by the parties.
- 6.5 Unless otherwise agreed by the Parties in writing, any DHSC Supplies provided by DHSC for use by the Authority:
- 6.5.1 shall be provided at DHSC’s sole discretion;

- 6.5.2 shall be inspected by the Authority in order that the Authority can as soon as reasonably practicable inform DHSC if any of the DHSC Supplies are missing or damaged; and
- 6.5.3 must be returned to DHSC within any agreed timescales for such return or otherwise upon the request of the Authority. The Authority shall upon written request by DHSC reimburse the Authority for any loss or damage to the Managed Devices caused by the Authority (fair wear and tear exempted).

7 Data protection

- 7.1 Each party will process personal data under or in connection with these T&Cs. Each party will be a controller in respect of the information that it processes under or connection with these T&Cs. Without limitation to the foregoing, the parties intend that:
 - 7.1.1 the Authority shall be the controller in respect of any personal data it collects from Test Subjects (including in arranging the attendance of Test Subjects at Test Locations); and
 - 7.1.2 DHSC shall be the controller in respect of any personal data it collects from the Authority and/or Testing personnel for the purposes of procuring the provision of training under clause 5.1.4 and in respect of any personal data processed through the NHS Test and Trace digital system.
- 7.2 The parties do not intend to disclose any personal data to each other under or in connection with these T&Cs (including without limitation in relation to the Test Subjects). To the extent that the parties each process personal data relating to the Test Subjects, each will do so as a separate controller.
- 7.3 Without prejudice to clause 7.2, the Authority does not intend to disclose any results obtained during Testing directly to DHSC under these T&Cs. Any notification of the results of the Testing to Test Subjects and/or to the Authority will be carried out in accordance with the applicable NHS Test and Trace processes.
- 7.4 In carrying out its obligations under these T&Cs, each party shall comply with its obligations under the Data Protection Act 2018, or, for the period it remains in force in the UK, the General Data Protection Regulation (EU) 2016/679 (as applicable) and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time).

8 Confidential information

- 8.1 For the purposes of T&Cs, “**Confidential Information**” shall mean information, data and material of any nature, which either party may receive or obtain in connection with the conclusion and/or operation of T&Cs which is designated as confidential by either party or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored).
- 8.2 Each party shall take all proper steps to keep confidential all Confidential Information of the other party which is disclosed to or obtained by it under or as a result of T&Cs, and shall not disclose the same to any third party and shall allow access to the same to its own employees only on a need-to-know basis, except to the extent that any such Confidential Information becomes public through no fault of that party and except for use reasonably necessary for the performance of T&Cs.

- 8.3 Notwithstanding clause 8.2, DHSC shall be entitled to disclose Confidential Information received from the Authority to its contractors to the extent necessary to enable them to carry out the Testing in accordance with T&Cs.
- 8.4 Upon termination of T&Cs, each party shall return to the other party any written data (without retaining copies) provided for the purposes of T&Cs, save that this shall not apply to any Testing Data in the possession of DHSC.
- 8.5 Notwithstanding the termination or expiry of T&Cs for whatever reason, the obligations and restrictions in this clause shall be valid for a further period of five years from the date of termination or expiry.
- 8.6 This clause shall not apply to information which is shared between the parties for the purpose of collaboration in accordance with clause 2.3.

9 Freedom of Information Act

- 9.1 The parties acknowledge that each party has obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.
- 9.2 A party ("**Notifying Party**") shall notify the other party ("**Collaborating Party**") in writing within forty eight (48) hours if it receives a Request for Information (as defined in the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 as relevant).
- 9.3 Within the required timescales the Collaborating Party shall give the Notifying Party full co-operation and information needed so that the Notifying Party can comply with any Freedom of Information Act or Environmental Information Regulations request.
- 9.4 The Notifying Party may consult the Collaborating Party to help it decide whether to publish information under this clause 9. However, the extent, content and format of the disclosure is the Notifying Party's decision, which does not need to be reasonable.

10 Liability

- 10.1 The parties expressly exclude liability for loss of data, profits, business, goodwill or anticipated savings, and all other indirect or consequential loss or damages suffered or incurred by a party under or in connection with these T&Cs.
- 10.2 Nothing in this clause 10 shall limit or exclude either party's liability for:
 - 10.2.1 death or personal injury or damage to property caused by negligence on the part of a party or its employees, contractors or agents; or
 - 10.2.2 any matter in respect of which it would be unlawful for a party to exclude or restrict liability.

11 Costs

- 11.1 The extent to which DHSC is responsible for paying any of the Authority's costs incurred in relation to the Testing is set out in Schedule 3.
- 11.2 Save as set out in clause 11.1, each party shall bear its own costs in relation to the Testing and carrying out its responsibilities under T&Cs.

12 Termination

- 12.1 Either party may immediately terminate T&Cs by issuing a notice in writing to the other party if the other party is in material breach of any obligation in T&Cs which is either incapable of remedy or, where capable of remedy, that breach is not remedied within thirty (30) days of receiving notice specifying the breach and requiring it to be remedied.
- 12.2 DHSC may immediately terminate T&Cs (or suspend compliance with its obligations under clauses 5 and 6) by issuing a notice in writing to the Authority if the Authority is not carrying out the Testing in accordance with the Authority SOP or applicable law and regulation.
- 12.3 On termination or expiry of T&Cs, the Authority shall return to DHSC:
- 12.3.1 all Managed Devices that DHSC had supplied to the Authority; and
 - 12.3.2 at DHSC's request, all other equipment, materials and property, including the DHSC Supplies which the Authority has not used or applied to the provision of the Testing, that DHSC had supplied to the Authority in connection with the Testing.
- 12.4 The termination of T&Cs shall be without prejudice to the rights and remedies of a party which may have accrued at the date of termination.

13 Change in applicable law or guidance

- 13.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under T&Cs (other than a payment of money) to the extent that such delay or failure is a result of changes in applicable law and/or government guidance which mean that the Testing cannot be carried out (in all material respects) without such laws and/or government guidance being breached, or if the Authority can demonstrate that despite all reasonable endeavours it is unable to secure non-Covid-19 infected staff (including sub-contractor staff) to provide the Testing due to the levels of Covid-19 infections in the population of the United Kingdom.
- 13.2 Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under T&Cs to the extent possible (in accordance with applicable laws and guidance), which may include only providing part of the Testing.
- 13.3 However, if either Party is prevented from performing its material obligations under the T&Cs for a period in excess of 14 days and the Parties are unable to agree a way to facilitate the continued performance of T&Cs, either Party may terminate T&Cs with immediate effect by notice in writing.

14 Publicity

- 14.1 Both parties may publicise the involvement of the Authority in the community testing programme, including to encourage Test Subjects to participate, and shall use reasonable endeavours to coordinate public announcements, but neither party shall make any press announcement in relation to, or publicise, T&Cs or any part of the T&Cs in any way, without the prior written consent of the other party.

15 Governing Law and Jurisdiction

- 15.1 T&Cs shall be considered as a contract made in England and shall be subject to the laws of England.
- 15.2 Both parties agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with T&Cs and irrevocably submit to the jurisdiction of those courts.

16 General

- 16.1 In the event of the transfer of all or a substantial part of DHSC's activities to one or more government bodies, DHSC's rights and obligations shall, notwithstanding any provision to the contrary in the agreement, automatically transfer to such other government body.
- 16.2 Except as provided elsewhere in T&Cs, a person who is not a party to the agreement shall not have any rights under or in connection with it.
- 16.3 If any part of T&Cs is prohibited by law or judged by a court to be unlawful, void or unenforceable, it must be read as if that part was removed from T&Cs as much as required and rendered ineffective as far as possible without affecting the rest of T&Cs, whether its valid or enforceable.
- 16.4 No purported alteration or variation of T&Cs shall be effective unless it is in writing, refers specifically to T&Cs and is signed by each of the Parties to T&Cs.
- 16.5 Notices shall be sent to such address as the relevant party may give notice to the other party for the purpose of service of notices under T&Cs.

Schedule 1

Clinical guidelines for mass testing with Lateral Flow Antigen Testing Devices



Clinical_Guidance_
V3.01.pdf

Schedule 2

Bill of Materials

Responsibility for the sourcing of the goods and services required to deliver test sites will be agreed between the Authority and DHSC in accordance with the principles set out in this Schedule 2. An example bill of materials to set up and run Asymptomatic Testing Stations (ATS) is shown at Figure 1 below, giving an example of how the sourcing routes could be allocated between the Authority and DHSC. The full quantities required for the Testing roll out are to be developed based on the Proposal and the Testing plan agreed between the parties.

Where the Authority is sourcing goods and services in relation to the Testing, then to the extent that DHSC either has any such goods in stock, or has central commercial deals in place in respect of such goods and services, the Authority must use its best endeavours to source the relevant goods and/or services from DHSC or via DHSC's agreed arrangements, unless:

- (i) DHSC and/or the relevant supplier is unable to supply the required goods and/or services;
- (ii) the Authority can demonstrate that the relevant supply route is inappropriate for the Testing; and/or
- (iii) the Authority can demonstrate that it can obtain materially improved value for money by purchasing outside of such central commercial deals.

Save to the extent agreed by the parties under a bill of materials as set out above (or otherwise expressly provided in this agreement), the Authority shall be responsible for providing all consumables, equipment, resources, incidentals and facilities required for the Testing.

Details of the relevant stock holding and central commercial deals can be provided by contacting CommunityTesting.CentralOps@dhsc.gov.uk.

DHSC will provide sample collection kits and lateral flow antigen test devices to the Authority in line with the agreed volumes.

Figure 1. Example bill of materials for an ATS

Item/Workforce	UoM	Estimated Volume^	Resourcing Options		Sourcing Routes		Category
			(Blue = Recommended)		(Blue = Recommended)		
			Existing Resources	Order / Procure	Central	Local	
Site Setups	Per ATS	1		X	X	X	Infrastructure
ATS Booth Screens	Per Booth	1		X	X	X	Infrastructure
Team Leader	Daily per ATS*	1	X	X		X	Workforce
Queue Coordinator	Daily per ATS*	2	X	X		X	Workforce
Registration Assistant	Daily per ATS*	3	X	X		X	Workforce
Test Assistant	Daily per ATS*	4	X	X		X	Workforce
Processing Operative	Daily per ATS*	14	X	X		X	Workforce
Results Recorder	Daily per ATS*	3	X	X		X	Workforce
Break & Absence Cover	Daily per ATS*	4	X	X		X	Workforce
In Community Tester	Daily per ICT**	1	X	X		X	Workforce
Security Costs	Daily per ATS*	2	X	X		X	Workforce
Training	Per FTE	1		X		X	Training
App Licence	Per FTE	1		X	X		Digital & Tech
App Server Surge	Per Test	1		X	X		Digital & Tech
App phone [iPhone SE]	Per ATS / Per Pop-up	5 / 1	X	X		X	Digital & Tech
iPhone wall charger	Per ATS / Per Pop-up	5 / 1	X	X		X	Digital & Tech
iPhone case	Per ATS / Per Pop-up	5 / 1	X	X		X	Digital & Tech

Lanyard	Per ATS / Per Pop-up	5 / 1	X	X		X	Digital & Tech
Register Tablet	Per ATS / Per Pop-up	2 / 1	X	X		X	Digital & Tech
iPad case	Per ATS / Per Pop-up	2 / 1	X	X		X	Digital & Tech
Device Staging?	Per ATS / Per Pop-up	5 / 1	X	X		X	Digital & Tech
Tech Courier	Per ATS / Per Pop-up	5 / 1	X	X		X	Digital & Tech
[I24] iPhone support service	Per ATS / Per Pop-up	5 / 1	X	X		X	Digital & Tech
Data Services	1GB per Month per Device per ATS / per Pop-up	7 / 2	X	X		X	Digital & Tech
Clinical Waste	Delivery & Collection per Month per ATS	1	X	X		X	FM
Communications including printing translated leaflets	Per Local Authority as required	1		X		X	Prof Services
Nitrile Gloves	Per Test	1		X	X	X	Consumables
Visor	Per Day per Processing Operative	4		X	X	X	Consumables
Disposable Apron	Per Day per Processing Operative	4		X	X	X	Consumables
Type IIR mask	Per Day Per FTE	4		X	X	X	Consumables
Hand Sanitiser (500ml)	Per Test	0.01		X	X	X	Consumables
Test and sample kit	Per Test	1.05		X	X	X	Consumables
Medical consumables (cleaning supplies)	Per Test	variable	X	X	X	X	Consumables
Signage	Per ATS	16	X	X	X	X	FM
Cleaning Service	Hours daily per ATS*	16	X	X		X	FM
2 Table & 2 Chairs per booth	Per Booth (incorporating waiting area)	2	X	X		X	Infrastructure
Logistics Heavy Depot	TBC	TBC		X	X		Logistics
Logistics Light local drop off	TBC	TBC	X	X	X	X	Logistics
Storage	TBC	TBC	X	X	TBC	TBC	Logistics
Stopwatch	Per Booth	0.5	X	X	X	X	Other
Barcodes	Per Test	1		X	X	X	Print

Registration Cards	Per Test	1		X	X	X	Print
Venue Hire	Per Site	1	X	X		X	Other
Volunteer Travel & Subsistence	Per Local Authority as required	1		X		X	Other
Marketing	Per Local Authority as required	1		X		X	Print/Other
Other Pre-Agreed Reasonable Cost	Per Local Authority as required	1		X		X	Other

^ To be multiplied by forecast UoM

**** Per average size ATS station with 14 Booths running 8 Hour Daily Operation***

***** Assumes 1 'In Community Tester' processes 24 test per day.***

In order to maximise Value for Money for taxpayers, the following measures will always be taken into consideration before additional funds are spent:

1. Existing workforce to be utilised: e.g. furloughed staff, civil servants, volunteers, local authority staff.
2. Existing premises owned by the Authority should be used (with wifi connectivity).
3. Existing tech hardware should be used, e.g. laptops and phones with wifi access.
4. Existing Authority / hospital waste disposal contracts should be used.
5. Existing furniture should be used.
6. All resources and surplus should be utilised efficiently across all sites.
7. Existing LFD test site infrastructure should be re-used if already set up.
8. Central DHSC commercial deals should be utilised where established as prices and supply are stable.
9. Government commercial frameworks should be utilised where other items have to be purchased. Link [CCS Community Testing Use Guide](#)

Please note below the commercial routes and processes for each of the key components to be supplied:

1. Lateral Flow Devices

Sourced centrally and paid for by DHSC – Authority to place its order requirements with central ops

2. Test sample kits

Sourced and paid for by DHSC – Authority to place its order requirements with central ops

3. Test consumables

Sourced by DHSC – Authority to place their order requirements with central ops

4. ATS / Test station booths

Sourced by DHSC – Authority to place their order requirements with central ops

5. Workforce

The primary source of workforce should be from existing staff available to the Authority; these could be Authority staff, volunteers, furloughed staff, civil service staff, military staff. Where staff have to be bought in, general temporary workforce can be sourced through the Non Clinical Temporary and Fixed Term Staff Framework; <https://www.crowncommercial.gov.uk/agreements/RM6160>

This Framework can be used by all UK public sector bodies including NHS contracting authorities, local government, universities, charities and blue light services. The Framework is designed to hire a range of temporary and fixed-term roles for Team Leaders, Site Operators, Testing Assistants and more.

A user guide and assistance is available from; Temporary Workforce Guidance

Email: info@crownccommercial.gov.uk

Phone: 0345 410 2222

Note: Please mark all emails with “Test and Trace” in subject line

6. Training

Online training is then supplied by a central portal.

Please contact testertraining@dhsc.gov.uk

7. PPE

PPE can be ordered via the existing Authority / Local Resilience Force routes.

<https://www.gov.uk/guidance/local-resilience-forums-contact-details>

For further requirements please contact central ops.

8. Digital & Tech

The tech hardware requirements have been simplified by the use of online test result recording and bar code reading. The tech to be used should be sourced from existing Authority owned laptops and phones with Wi-Fi connectivity.

9. Logistics

Outbound transport for DHSC Supplies to 1 (or a small number of) easily accessible central Authority locations. The logistics are sourced and paid for by DHSC – Authority to place their order requirements with central ops. Transportation within the Authority should be organised via existing contracts / vehicles.

10. Waste

Waste disposal should be via existing clinical waste provisions e.g. via local health authority contracts. Waste should always be stored safely in appropriately marked bags until disposal can be made.

11. Furniture

The furniture used to set up testing stations e.g. desks and chairs should be existing furniture owned or sourced by the Authority.

Schedule 3

Costs Recovery Guidance

In accordance with the prospectus issued to Local Authorities wishing to participate in the community testing programme, DHSC has agreed to provide certain funding for Testing by the Authority in accordance with its Proposal. Such funding by DHSC will be made by way of grants under section 31 of the Local Government Act 2003.

DHSC has set out below how it intends that funding will be provided to the Authority. However, on the basis that this funding is by way of grant under section 31, DHSC does intend that the funding is to be ring-fenced and accordingly the terms set out below are not legally binding.

DHSC will make available up to a total of £14 per test carried out under this agreement to reimburse the reasonable and demonstrable costs (showing value for money) incurred by the Authority in performing the Testing under this agreement, subject to the allocation of a proportion of this sum to DHSC to cover the provision of the DHSC Supplies by DHSC (excluding the LFD test kits, which are supplied to the Authority free of charge for these purposes).

Any such costs must be spent in accordance with the provisions of this agreement and allocated against a category of goods or services in the Bill of Materials in Schedule 2.

Payment will be made to the Authority by DHSC as follows:

1. 15% of £14 per test (ie £2.10 per test) for the number of tests planned in the Proposal – payable on the date of this agreement.
2. 30% of £14 per test (ie £4.20 per test) for the number of tests planned in the Proposal – payable 3 weeks following the date of this agreement.
3. A “true up” payment shall be made 6 weeks following the date of this agreement.

The true up payment shall be either a further payment by DHSC to the Authority or a repayment by the Authority to the DHSC, as required, such that the total sum that the Authority has received under this Schedule 3 following the true up payment is equal to:

$(A \times B) - C$

Where:

A = The actual number of tests performed by the Authority under this agreement

B = The lower of (i) £14 and (ii) the costs which the Authority is able to demonstrate that it has incurred under and in accordance with this agreement per test performed by the Authority

C = The total value of DHSC Supplies less the cost of the LFD test kits

For the avoidance of doubt, in the event that $(A \times B) - C$ is less than zero, it shall be deemed to be zero for the purposes of calculating the true up payment.

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Lord Bethell
Department of Health and Social Care
39 Victoria Street
London
SW1H 0EU

Date 24 December 2020

Dear colleagues,

Payments for Community Testing Funding

First and foremost, please accept my sincere thanks to you and your teams for the substantial work you have done in recent weeks to develop plans under the Community Testing Programme. Many of you have already started to ramp up asymptomatic testing in your areas, and many more will follow on in January. The Programme is an important addition to your toolkit in responding to COVID-19, and we are committed to helping you make the most of the opportunity it presents.

We know that the programme is moving at incredible pace and operating in a rapidly changing context as other testing offers come on stream. We understand that this creates uncertainty and raises questions that it is important you get rapid answer to. We are continuing to offer advice to local authorities throughout the Christmas period, so if you have any concerns please feel free to contact us through your NHS Regional Convenor or directly on CommunityTesting.CentralOps@dhsc.gov.uk.

There are three things that we know local areas have had specific questions about and I thought that it would be helpful to cover these off directly here.

The first is on the terms of our engagement with you – this has now been set out in the Collaborative Agreement which you should all have received. If you have any remaining questions about this, please let us know - mostly they will be simple to answer and resolve.

The second is specifically on the issue of liability. Having discussed the key concerns with a small number of local areas, we have now developed a letter of comfort which sets out how we propose to work with you to manage those liabilities. Again, that letter should now be with your teams and if you have any remaining concerns it would be helpful if you would let us know.

The third is around funding. The details of the funding model are set out in the Collaborative Agreement and will also be covered in the Section 31 letter that will set out the details of the grant you receive, however I thought it would be helpful to address some specific concerns that have been raised with us.

We understand that there may be instances where, due to events beyond your control, the number of people who attend testing sites in your area is lower than planned. Where this is the case, we will work with you to ensure that your legitimate costs will be covered and that you will not be left out of pocket. You will understand that some conditions need to apply to this reassurance, but I hope you will agree that these are reasonable. Essentially costs will be covered where:

- a) they have been incurred reasonably and with best endeavours to keep the costs as low as possible, up to the limit of £14 x number of tests planned (less the value of goods supplied by DHSC Commercial);
- b) There is evidence that they have been incurred by you in connection with the Community testing. You will need to maintain reliable, accessible and up to date accounting records with an adequate audit trail for all expenditure funded by grant monies; and
- c) you have not deliberately incurred liabilities for eligible expenditure before there was an operational need to do so.

I should add that we are also committed to working with you to review the case for continuation of Community Testing in your areas beyond the initial 6 weeks well before the end of that period, taking account of a range of factors including the effectiveness of the plan to date, ambition for the future, prevalence predictions, and VFM.

Finally, I wish you all a very pleasant holiday period.

Thank you again,



Lord Bethell
PS(I)