



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@crowcommercial.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.