

### Thames Valley Vasectomy Services

No-Scalpel Vasectomy – [www.vasectomy.co.uk](http://www.vasectomy.co.uk) - Tel: 07973 66 33 55

This agreement is made between **Thames Valley Vasectomy Service (TVVS)** of 12 Furlong Road, Bourne End, Bucks, SL8 5DG ("the Company") and \_\_\_\_\_ (Contractor)

#### 1. Definitions

- a. In this Contract for Services the following definitions apply:
  - "Assignment" means the period during which the Contractor is engaged by the Company to render services and / or work.
  - "Contractor" means the Contractor trading as \_\_\_\_\_ Engaged by the Company to provide services.
  - "Company" means **Thames Valley Vasectomy Service (TVVS)** of 12 Furlong Road, Bourne End, Bucks, SL8 5DG

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

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

#### 2. The Contract

- a. These terms constitute the Contract for Services between the Company and the Contractor upon being signed on behalf of the Contractor and govern Assignments undertaken by the Contractor with the Company.
- b. No variation or alteration to the terms shall be valid unless approved in writing by a Director of the Company.

#### 3. The Purpose

- a. The purpose of this agreement is not to establish an employment relationship, but to define the extent under which the relationship between the Contractors allows for there to be a Contract for Services to work as and when requirements allow.
- b. You are not entitled to any paid leave of absence for reasons of sickness, injury or holiday or for any other reason from the Company. (You are advised to make your own sick pay arrangements). You can, if you wish, make contributions to a pension upon submission of the appropriate forms.

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

#### 4. Assignments

- a. The failure by the Company to provide suitable Assignments for the Contractor shall not give rise to any liability on the part of the Company. The Contractor recognises that there may be periods between Assignments when no Assignments are available.
- b. The Contractor shall not be obliged to accept an Assignment offered by the Company, nor is the Company obliged to offer such Assignments to the Contractor.
- c. Specifically, both the Contractor and the Company declare that no mutuality of obligation whatsoever is created or implied either during the course of this Contract for Services or during any period when Assignments are not available.
- d. Upon the acceptance by the Contractor of an Assignment, the Company shall supply the Contractor with an Assignment confirmation specifying the anticipated duration of the Assignment, the anticipated number of patients and any other relevant information. The number of patients can vary due to late cancellations by patients, but the Company will make every effort to provide as many patients as agreed for the assignment with the Contractor.
- e. In order to be efficient, the Company may "overbook" patients similar to an airline to prevent clinic gaps due to late cancellations. This may occasionally lead to one or 2 more or less cases during the day.
- f. The Company endeavours to provide the contractor with an agreed number of procedures per week. It is accepted that this number may vary due to the Company having to over-book patients or patients cancelling last minute.

#### 5. Fees to be paid to the Contractor

- a. The Contractor will receive payment from the Company for an Assignment at the rate of **£100** per completed vasectomy. This fee includes for the Contractor to deal with some more complex aftercare enquiries for their own (most simple aftercare enquiries are handled by the Company through their skilled office staff) as well as other doctors' patients where professionally agreed from time to time. It also includes the assessment of semen sample results. Usually, but depending on agreement with TVVS it may also include professionally supporting / running a webinar fortnightly (the TVVS group consultation standard for the patient

consultation). It also includes the individual assessment / consultation of some patients depending on clinical need or concerns around consent. The contractor will not be paid for any work arising out of the contractor not being able to complete a vasectomy for whatever reason. The contractor will provide repeated vasectomies for vasectomy failure (only their own patients) free of charge to the Company.

- b. The Contractor shall be responsible for any PAYE Income Tax and National Insurance contributions and any other taxes and deductions payable in respect of it's employees, officers and /or representatives for any Assignment or Payment will be made gross or subject to deduction at the appropriate rate(s) in accordance with HMRC requirements from time to time.
- c. All payments will be made to the Contractor into their nominated bank account.

6. Fees not to be paid by the Contractor

- a. Contractors shall not be invoiced for any fees relating to nursing staff employed by the clinic, professional NHS indemnity for the company, any insurances for the buildings and any costs not agreed within this contract unless there is negligence or criminal damage involved on behalf of the Contractor when using the building or equipment provided by the Company.
- b. The Contractor will not be invoiced for support by management in the handling of patient complaints and significant events and serious incidents. However, it is expected that the contractor will engage readily and professionally and work together with the Company in the handling of patient complaints and their own significant events and serious incidents.

7. Fees to be paid by the Contractor

- a. Upon the acceptance by the Contractor of an Assignment the Company will start booking patients on behalf of the contractor. **The cost per booked patient to the Company is approximately £150**, which includes staff and nursing cost, facilities management, clinic room rental, contract management costs, insurance costs and other not listed costs. The Company reserves the right to charge the Contractor **£25** per re-booking for the cancellation of a prior accepted assignment unless the Contractor provides a replacement surgeon of sufficient quality. Due to the professional nature of the work and the financial and reputational losses to the Company the Contractor it is expected that re-bookings are held to an absolute minimum. The re-booking fee is a contribution towards the staff cost for re-booking the clinic, the cost of nurses, the empty accommodation, the cost of facility

management. It does not cover the full cost of such an event and is designed to minimise clinic cancellations. If the contractor re-books the patients themselves and moves them to a mutually agreed new clinic date the re-booking cost can be reduced by 50%. It is usually expected that the contractor supports the Company in the re-booking of patients (unless they are physically unable to do so).

8. Payments terms for the Contractor and the Company

- a. Payments are made on submission of an invoice from the Contractor for the fixed pieces of work completed. Such invoice should bear the Contractor's name, Company registration number (where applicable), bank details and should be itemised and dated.
- b. The Company shall not be obliged to pay any fees to the Contractor unless invoices have been properly submitted by the Contractor.
- c. The Company will in turn properly invoice the Contractor in case this should be required.
- d. Payments terms are fixed and agreed in advance of work booked. These may be revised with notice, periodically and will include any pension fees if applicable as part of the overall gross figure

9. Contractors Obligations

- a. The Contractor agrees on its own part and on behalf of its staff / delegates as follows:
  - i. Not to engage in any conduct detrimental to the interests of the Company which includes any conduct tending to bring the Company into any disrepute or which results in the loss of custom or business.
  - ii. To take all reasonable steps to safeguard the safety of any person who may be affected by its action on the Assignment.
  - iii. To comply with all statutory obligations and codes of practice to which the contractor is subject in respect of its staff including but not limited to the Working Time Regulations 1998.
  - iv. To comply with any rules or obligations in force at the premises where services are performed during Assignments to the extent they are reasonable applicable including documenting all work.
  - v. To furnish the Company with information as specified in subsequent paragraphs from time to time as required.
  - vi. To notify the Company

forthwith in writing if should become insolvent, dissolved or subject to a winding up petition.

- vii. To be appropriately and professionally dressed to undertake the duties on shift, wearing, if provided, any uniforms or relevant PPE. All clinical staff must ensure they wear only minimum jewellery in line with infection control guidance and protocols.
  - viii. To be appropriately equipped with any equipment that may be required for the service. Additional equipment will be available on site.
  - ix. To treat all staff including nursing and office staff with respect as outlined elsewhere in this document.
- b. The Contractor may undertake work for any other organisation at any time, whether before, during or after this Assignment and the undertaking of such work will not preclude the Company offering the Contractor Additional Assignment as and when they become available. The Company acknowledges and agrees that the Contractor cannot be required to give the Company any priority over any other Client.
- c. The Contractor, if for whatever reason is unable to provide the service and undertake the work agreed, reserves the right to substitute any personnel, provided the Client is reasonably satisfied that any proposed substitute possess the necessary skills, statutory checks and qualifications for the satisfactory completion of the services.

#### 10. Direction and Control

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

#### 11. Acknowledgements

- a. The Contractor acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from services carried out by the Contractor and its staff for the Company during the Assignment, shall belong to the Company.
- b. The Contractor acknowledges the following contractual requirements for TVVS:
  - i Patients must not be cancelled more than once
  - ii Patients should not be kept waiting more than 30 minutes
  - iii Failure rates, infection and haematoma rates and hospital admissions must be kept in line with figures in the ASPC annual audit or better (and in line with ICB contractual requirements).
  - iv The vasectomy service should be carried out in line with the ICB vasectomy contract.
  - v The vasectomy service should be carried out in line with TVVS policies
  - vi The vasectomy service should be carried out in line with the Vasectomy Standard document by the FSRH <https://www.fsrh.org/Public/Documents/fsrh-service-standards-for-vasectomy-april-2024.aspx>

## 12. Computer Equipment / Tools and Equipment

- a. The Contractor shall ensure that any computer or other equipment and associated software, which it provide to its staff/delegates for the purposes of providing the services, is used appropriately and misuse or deliberate damage or via misuses may lead to a need for reimbursement.
- b. The Contractor must not download on the computer any files or software without the express permission of the Practice Manager or a Director.
- c. For confidentiality reasons the contractor must only use computer equipment and software provided by the Company unless express permission has been given by the IT security lead of the company.
- d. Where permission for the use of home equipment has been granted the Contractor shall ensure that any home computer equipment is of minimum standard, currently Windows 10, security patches up-to-date, antivirus installed. The Contractor should not download patient information documents to their own computer, but work within the cloud based software environment supplied by the Company (Jellybookings, Teamnet etc).

## 13. Confidentiality

- a. In order to protect the confidentiality and trade secrets of the Company and without prejudice to every other duty to keep secret all information given to it or

gained in confidence, the Contractor agrees on its own part and on behalf of its staff as follows:

- i. Not at any time, whether during or after an Assignment (unless expressly authorised by the Company as a necessary part of the performance of its duties) to disclose to any person or to make use of any trade secrets or confidential information of the Company
- ii. To deliver to the Company (as directed) at the end of each Assignment all documents and other materials created by it or the staff during the course of the Assignment
- iii. Not at any time to make any copy, abstract, summary or precis of the whole or any part of any document or other material belonging to the Company except when required to do so in the course of its duties under an Assignment in which any event any such item shall belong to the Company as appropriate
- iv. To ensure you maintain confidentiality of any patients and staff information and or relevant records (manual or electronic) within the needs only of you to undertake your duties appropriately.

#### 14. Termination

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

#### 15. Equal Opportunities

- a. The Contractor recognises that discrimination is unacceptable, and equality of opportunity is a feature of the Contractor's practices and procedures.
- b. The aim of the policy is to ensure no person is discriminated against either directly or indirectly on the grounds of race, colour, ethnic origin, religion and belief, sex, marital status, sexual orientation, gender reassignment, age or disability.
- c. The Contractor maintains a neutral working environment in which no person feels threatened or intimidated. The Contractor is obliged not to act in a discriminatory fashion towards the Company's employees, workers or other Contractors.
- d. The Contractor will endeavour to ensure that selection decisions will not discriminate whether consciously or unconsciously in making these decisions and

that a consistent, non-discriminatory approach to the selection of Contractor is applied.

16. Data Protection

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

17. Confidentiality agreement and other documentation regarding patient and data protection.

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

18. Standard of Work for the Company = Outcomes Standard

- a. The contractors or their substitute work should not fall below the standard of work expected from a similar specialist and highly skilled worker and outcomes as defined through the vasectomy audit by the ASPC. Generally it is expected that failure rates are kept below 1:200, infection rates below 1.1% and significant haematoma rates also below 1.1%. PVP should be 0.26% and admissions to hospital post vas 1:1000 or less.
- b. The contractor is expected to provide patients with a minimum of 2.5cm interruption or fascial interposition as a minimum quality standard wherever possible in the contractors best judgment. It is expected for the contractor to interrupt the vas.
- c. Complaint levels, significant events and untoward incidents should not be significantly above other colleagues working for the Company

19. Provision of Information to the Company

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

20. Quality Control through peer review, feedback analysis through participation in Clinical Governance Meetings and participation in mandatory learning and policy review.

- a. The Contractor is expected to participate in peer review activities free of charge. This means that a similarly qualified clinician will from time to time operate



together with the Contractor. This process ensures fitness to practice for both participating clinicians, adherence to standards as well as an opportunity for both sides to learn from each other. The contractor is expected to provide peer review support to the contributing clinician by completing a simple online form and verbal feedback. A certificate will be issued to the contractor, which they can use for their appraisal and revalidation as well as evidence to other providers for continued adequate practice.

- b. The contractor is required from time to time to attend clinical governance meeting where the performance of the whole team gets reviewed in a supportive environment. The meeting will include complaints about the contractor, feedback to the contractor and significant events affecting the contractor. These meetings are also intended to support the learning of the contractor and are a UK health requirement. There is no remuneration for attending these meetings, but the contractor can use the minutes of the meeting for their appraisals and revalidation free of charge and it will support their reflective practice. The timing of the meeting is no more than 1-2 hrs every 3-6 months.
- c. The contractor is required to participate in online mandatory learning activities as well as online policy review activities in order to meet the standards set by the CQC and the NHS vasectomy contracting ICB and the UK government. Failure to do so may result in the temporary suspension or termination of the contract of contractor services. However, the contractor is at liberty to provide electronic learning certificates from other sources if they are pertaining to the same content / part of law. Unfortunately, paper certificates cannot be accepted unless agreed. The contractor is not charged for the use of the mandatory learning courses and is at liberty to download any learning certificates for the use with other employers, their appraisal and re-validation.
- d. The contractor will be given login details to a software (currently Teamnet) where they can submit the required information. It is expected that all communications will be paperless. Teamnet will usually provide a 4-week reminder email for any learning module are about to expire. The contractor is expected to keep all learning modules "Green" and proactively respond to any learning module turning "Amber" at any time. The contractor is advised to log into Teamnet once a week and check any outstanding actions in Teamnet.
- e. "Red" modules would lead to the Company receiving a "Needs Improvement" or "Inadequate" rating by the CQC and therefore losing their NHS contract with the

ICB. A contractor with red mandatory modules may therefore be temporarily suspended or have their contract terminated.

21. Law

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

Company Signateur \_\_\_\_\_ Date \_\_\_\_\_

Name in Print: \_\_\_\_\_

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Name in Print: \_\_\_\_\_