

Part 2: Specification

Contract Reference: RBGKEW1043

Employee Benefit - Health Cash Plan

(This document is for information)

1. **Summary**

Kew is undertaking procurement of a Health Cash Plan benefit for one group of employees, with a view to ensuring value for money and in preparation for a potential expansion of the benefit to all staff.

1. **Background**

Kew currently operates a health cash plan for employees of the commercial division of RBG Kew Enterprises Ltd (a wholly owned subsidiary of RBG Kew), headcount circa 150. For legacy reasons the scheme is currently limited to this group of employees, however there is an organisational appetite to extend the benefit to all Kew employees (circa 1,100) in the 2023/2024 financial year as part of our employee benefits and wellbeing offer, subject to budget availability.

The existing contract is subject to annual renewal and so we are undertaking a procurement process at this time firstly to ensure value for money in the existing scheme, and secondly with a view to potentially extending the offer in the future with the selected supplier.

As such, we are inviting suppliers to submit tenders for the existing scheme covering circa 150 employees, and also to provide pricing for 1,100 headcount on the understanding that the wider roll-out of the scheme is a future possibility but not guaranteed.

Information about employee demographics and current scheme usage is provided at Annex A and B.

Please note Kew operates an Employee Assistance Programme (EAP) for employees via Health Assured and we intend to maintain this as a separate contract, therefore EAP services are not within the scope of this procurement.

1. **Functional Requirements**

**Essential**

3.1 Employer paid cash plan enabling employees to claim back for everyday healthcare costs up to an annual claim limit, including as a minimum (but not necessarily limited to);

* Dental  (dental appointments and treatments, e.g. fillings / hygienist)
* Dental accident
* Optical (sight tests, glasses / contact lenses etc)
* Diagnostic consultations, tests & scans
* Therapies e.g. physiotherapy, osteopathy, chiropractor
* Treatments e.g. chiropody, podiatry, reflexology

3.2 The scheme should allow employees the flexibility to claim back for treatments etc from suitably accredited providers of their choosing (e.g. for optical / dental claims not restricted to specific chains or geographical areas). Any restrictions or requirements should be clearly stated in scheme literature / website etc.

3.3 The scheme should not include any blanket exclusions on claims relating to pre-existing conditions.

3.4 Affordable options for employees to upgrade to a higher level of cover and / or add partners at their own cost.

3.5 Secure, user-friendly online portal / website where employees can make claims, update personal details and upgrade / manage their plan.

3.6 Streamlined and user-friendly process for adding / removing employees to / from the scheme, ideally via an online client portal.

3.7 Designated account manager to act as main point of contact for Kew and assist with any service questions / issues.

**Desirable**

3.8 Although not essential, it would be desirable for the scheme to include access to other health and wellbeing benefits e.g. hospital stay cover, prescription charges, hearing tests, dietary advice, infertility treatment, access to GP advice line, access to private medical insurance, birth / adoption payment, health assessments (health screening) etc.

3.9 Cover for employee’s dependent children included at no extra cost.

3.10 Claims portal to include live chat functionality

3.11 Alternative ways to claim other than via website (e.g. app, paper form)

**4. Service requirements**

4.1 Timely and accurate processing of individual claims

4.2 Designated helpline and / or email address for enquiries from employees e.g. in relation to the service or individual claims, available during standard office hours (Monday to Friday 9am to 5pm).

4.3 Employer instructions to add / remove employees from the scheme should be processed in a timely manner

**5. Implementation**

The provider must be able to demonstrate a comprehensive implementation plan to ensure the service is fully operational by 1 August 2022.

This must include details of support to be provided to Kew in launching and promoting the new scheme including provision of promotional materials, user guides for employee portal, presentations / webinars etc.

**6. Training**

Comprehensive user guides and training should be provided for any employer systems / portal.

**7. Contract governance**

Kew will require regular MI reports (at least annually) with information relating to scheme usage i.e. volume and categories of claims processed, numbers of employees who have opted to upgrade their cover. This should also include performance against any agreed service levels and KPI’s etc.

Account reviews with designated account manager will take place at least quarterly in the first year of the contract and thereafter at least annually.

Account review meetings will include;

* Review of MI and performance
* Business updates including any scheme / process changes
* Discussion and resolution of any operational or service issues

**8. IT Security**

|  |  |
| --- | --- |
| **Essential** | **Desirable** |
| Suppliers offering cloud/hosted solutions must be certified to ISO27017 and ISO27018 compliant. Or Equivalent. | Suppliers are ISO9001 compliant to support quality evaluation. Or Equivalent |
| Supplier must describe and provides evidence of its approach to incident reporting and problem management. |  |
| The system provides a secure browsing experience using a HTTPS public trusted certificate to encryption standard TLS1.2 minimum. |  |
| All data in transit must be encrypted. |  |
| All data at rest must be encrypted. |  |
| The system provides assurance on the integrity of its electronic records and associated raw data by logging all the functions performed by users as well as system generated actions. To ensure the integrity of the logs, each log should be dated and timed to establish the sequence of events as well as to record the account (user or service) that generated the log(s). Items to be recorded include: (1) User action (view, create, edit, delete) (2) System action (view, create, edit, delete) |  |
| The system must incorporate full backup and restore facilities and audit trails. |  |
| The system provides support for all password rules and complexities defined by the organisation (Complex Passwords). | The function granting user permissions and authentication for the System is capable of being fully integrated with Microsoft Azure AD. |
| The system provides secondary means of authentication using a two factor/multi-factor mechanism. This will be dependent on risk and at a minimum apply to administrative accounts of the system. |  |
| The system supports role-based security features where appropriate (Role Based Access Control (RBAC)). |  |
| The system must be accessible and operational at least 99.9% of the time during any 3-month period (the “Availability”). The Availability excludes any agreed downtime for maintenance, which should not exceed 4 hours in any 3-month period |  |
| The Supplier must provide changes to software required by legislation at no additional cost to the organisation. |  |
| Any upgrades or enhancements to the system are included in the cost of the maintenance contract for the System. |  |

**9. Data Protection**

The provider will be expected to support Kew with its data protection obligations under the UK General Data Protection Regulation and the UK Data Protection Act. This includes, but is not limited to, data protection contractual clauses, data protection impact assessments and further data protection due diligence.

It is preferred that the provider be established in the UK and that personal data be hosted in the UK. If the provider is established overseas or data will be hosted overseas, the provider must specify the data transfer mechanism and how sensitive personal data will be safeguarded when transferred.

The provider will be expected to inform Kew of any personal data breaches and of any enforcement action taken against you by a data protection regulator in the last three years.

The provider will be expected to share with Kew the outcomes of any personal data and/or security audits that have taken place in the last three years.

The provider should clarify its role in the personal data processing. In particular, the provider should specify whether they will be a data controller or a data processor for all or part of the personal data processing.

**10. Other Standards**

Compliant with all relevant insurance industry standards (PRA and FCA).

**11. Payment profile**

Invoices to be emailed to [hr@kew.org](mailto:hr@kew.org)monthly including a schedule of employees removed / added to the plan within the relevant period.

**12. Contracting principles**

RBG Kew is prepared to contract under supplier terms. However, we expect terms to be reasonable and, in particular that Suppliers agree that:

* Supplier remains the single point of contact responsible for delivery of all elements of the solution, regardless of whether any third parties are sub-contracted by the Supplier;
* Supplier shall procure sub-contractors’ compliance with any contractual terms and requirements within the specification and shall remain legally liable at all times for all sub-contractors and their acts and omissions;
* Supplier shall accept appropriate and proportionate liability for its, and its subcontractors’, acts / omissions including but not limited to those leading to data breaches or loss of RBG Kew data;
* Supplier shall not require RBG Kew to provide any unlimited indemnities, irrespective of subject matter; and
* Supplier shall not be entitled to unilaterally vary the Supplier terms and the services provided during the contract term.

***Annex A - Employee demographics***

**Kew Enterprises (Commercial) employees only:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Age brackets** | **Female** | **Male** | **Grand Total** |
| 16-24 | 6 | 4 | 10 |
| 25-34 | 30 | 10 | 40 |
| 35-44 | 20 | 12 | 32 |
| 45-54 | 17 | 9 | 26 |
| 55-64 | 18 | 2 | 20 |
| 65+ | 10 | 10 | 20 |
| **Grand Total** | **101** | **47** | **148** |

**All employees (RBG Kew & Kew Enterprises – Foundation & Commercial):**

|  |  |  |  |
| --- | --- | --- | --- |
| **Age brackets** | **Female** | **Male** | **Grand Total** |
| 16-24 | 41 | 31 | 72 |
| 25-34 | 218 | 119 | 337 |
| 35-44 | 181 | 103 | 284 |
| 45-54 | 139 | 86 | 225 |
| 55-64 | 109 | 87 | 196 |
| 65+ | 42 | 26 | 68 |
| **Grand Total** | **730** | **452** | **1182** |

***Annex B - Claim data for existing scheme***



