

CALL-OFF TERMS FOR 985B_23 OCCUPATIONAL HEALTH SERVICES

FRAMEWORK SCHEDULE 3 – FORM OF CONTRACT AND CALL-OFF TERMS

FORM OF CONTRACT

This contract is made on theday
of.....

BETWEEN

(1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the "**Customer**"); and

(2) People Asset Management Ltd whose registered office is 9 Lakeside Drive, Centre Park, Warrington WA1 1GG whose company number is 05199107) (the "**Service Provider**")

WHEREAS the Customer wishes to have provided the following goods and/or services namely Employee Assistance Programme (EAP) Services pursuant to the ESPO Framework Agreement (reference 985B_23).

NOW IT IS AGREED THAT

1. The Service Provider will provide the goods and/or services in accordance with the terms of the call-off contract (reference number TBC and Contract Documents.
2. The Customer will pay the Service Provider the amount due in accordance with the terms of the call off agreement and the Contract Documents.
3. The following documents comprise the Contract Documents and shall be deemed to form and be read and construed as part of this agreement:
 - This Form of Contract
 - The Master Contract Schedule
 - The documents as listed below
 - Specification - Employee Assistance Programme & Judicial Office Specification
 - Annex A Prison Map Feb 2025, Probation map 2022 & HMCTS Map 2025
 - Annex B Management Standards Link
 - Annex C Post-traumatic stress disorder – Guidance NICE Link
 - Annex D MOJ Management Information
 - Annex E Security Vetting
 - Annex F Cabinet Office Minimum Standards
 - Pricing Schedule – Employee Assistance Programme

IN WITNESS OF the hands of the Parties or their duly authorised representatives:

Signed for and on behalf of

THE SECRETARY OF STATE FOR JUSTICE

by REDACTED an authorised officer

) REDACTED

)

Authorised Officer

Print name: REDACTED

Signed by

People Asset Management Ltd

) REDACTED

)

Service Provider

Print name: REDACTED

**This document relates to and forms part of the Call-Off Terms
(Document Reference 985c_23 – Lot 2 insert the call-off terms
reference number])**

**MASTER CONTRACT SCHEDULE
(ESPO Framework Reference 985B_23)**

1. TERM
<p>Commencement Date</p> <p>31st January 2026</p> <p>Expiry Date</p> <p>30th January 2031</p> <p>Extension Period</p> <p>Not used</p>
2. GOODS AND/OR SERVICES REQUIREMENTS
<p>Goods required</p> <p>Not Applicable</p> <p>Services and Deliverables required</p> <p>As detailed in the Specification - Employee Assistance Programme and Judicial Office Specification.</p> <p>Optional Services required</p> <p>As detailed in the Specification - Employee Assistance Programme and Judicial Office Specification.</p>
<p>Performance/Delivery Location/Premises</p> <p>As detailed in the Specification - Employee Assistance Programme and Judicial Office Specification.</p>
<p>Standards</p>

Quality Standards

Please see the Quality Standards/Service Levels As detailed in the Specification - Employee Assistance Programme and Judicial Office Specification.

Technical Standards

Please see the Technical Standards/Service Levels As detailed in the Specification - Employee Assistance Programme and Judicial Office Specification.

Clarification Log

Clarifications Log							
Project reference: prj_14187							
Project : Employee Assistance Programme							
No.	Date raised	Document reference	Topic	Question	Response Date	Clarification response	Status
1	03/07/2025	Instruction to Bidders - Bidder Clarification Questions 2.2.1	Bidder Clarification Questions	Please can you confirm whether service provider names will be circulated as part of the Clarification Question process?	04/07/2025	As detailed in Bidder Clarification Questions of the Instruction to Bidders document - 'The name of the Bidder who submitted the question will not be published.'	Closed
2	03/07/2025	Specification 17. Exit - Exit planning	Telephone Number	Please advise if a phoneline needs to be transferred from incumbent provider	04/07/2025	As detailed in the Specification 17. Exit - Exit planning 'The phonelines will be available for transfer. If applicable, the incumbent provider has offered to transition their current helpline number to the new service provider to ensure a seamless journey for users to receive immediate support.'	Closed
3	03/07/2025	N/a	Evaluation	Do you envision holding presentations as part of the procurement process? If so, can you provide indicative dates for these and likely scope of the presentations?	04/07/2025	There are no plans for presentations as part of the procurement process.	Closed
4	03/07/2025	Commercial Questions 3.1.2	Pricing Schedule	Following supplier's submission of signed NDA, can you advise expected timeframe for receipt of pricing schedule?	04/07/2025	Once an NDA signed by a service provider is received, we will arrange for MoI signature and then send the executed NDA and the Pricing Schedule to the service provider via a message on Jaggae.	Closed
5	03/07/2025	Instruction to Bidders - TUPE 2.42	TUPE	Can you confirm whether TUPE applies?	04/07/2025	As stated in 2.42 of the Instructions to Bidders - Employee Assistance 'Bidders should determine whether or not they believe TUPE applies to this procurement. Notwithstanding this, the Authority's view is that TUPE is unlikely to apply if a contract is awarded as a result of the procurement, although the Authority is not liable for this opinion.'	Closed
6	03/07/2025	Quality Questions	Response Format	Can you clarify whether the permitted Annexes are allowed to be in landscape format?	04/07/2025	The Quality Questions state the requirements and orientation for a response such as 'Your response must be limited to x pages of portrait A4 paper. Font must be size 12 Arial.' The orientation of supporting pages, for example a process flow is up to the service provider.	Closed
7	04/07/2025	Specification 17. Exit - Exit planning	Specification - Employee Assistance Programme Pg.15	We note the specification requests: "Where continuity of a counsellor cannot be maintained, the Service Provider must notify the employee of the change as well as the Authority's HR Services Team by email, stipulating the reasons for the change in writing within 24 hours of the change. In the event of any dispute the decision of the Authority will be final". While our service embeds counsellor continuity as standard, if the above scenario were to occur, informing the Authority's HR Service Team would reveal that a given employee was accessing/receiving counselling and would breach our duty of confidentiality. Please can you advise further around on expectations based on above.	07/07/2025	In this situation we would not expect the name of the person accessing the service to be disclosed, simply to be advised of the circumstance about the change of counsellor.	Closed
8	07/07/2025	Judicial Office Specification	Section 5 of the Judicial Office specification	Section 5 of the Judicial Office specification specifies that all calls must be answered directly by a qualified counsellor within 30 seconds, 24 hours a day seven days a week, can you confirm this is correct and calls cannot be answered with a triage model as per the MoI EAP specification?	08/07/2025	Yes, Judicial Office calls must be answered directly by a qualified counsellor within 30 seconds, 24 hours a day seven days a week. The call cannot be answered with a triage model.	Closed
9	08/07/2025	Pricing Schedule	Pricing Schedule	In reference to rows 6 and 7 - "4) Individual counselling session (face to face) per 6 sessions" and "5) Individual counselling session (telephone/virtual) per 6 sessions" - could you please confirm whether the figures provided refer to the total number of sessions or the number of counselling cases (i.e., sets of six sessions)?	10/07/2025	Please note we have clarified this response. Yes, the figures provided relate to the total number of individual counselling cases for the year. The total number of individuals qualifying for counselling is 2,365. The maximum number of sessions that could be delivered (2,365 x 6) is 14,190. The average number of sessions being delivered per individual is 5 (So 2365 x 5) = 11,825 Volumes provided are indicative and may fluctuate and they cannot be guaranteed.	Closed
10	08/07/2025	Pricing Schedule	Pricing Schedule	Regarding line 1 - "Access to employee helpdesk, triage and support" - does the figure in D3 represent the total number of contacts or the number of unique users?	10/07/2025	The figure in D3 represent the total number of contacts.	Closed
11	08/07/2025	Pricing Schedule	Pricing Schedule	For line 3 - "Pre-counselling session" - can you clarify whether all individuals referred for counselling are expected to undergo this session? The volume listed matches the total number of counselling sessions, so we would like to confirm if this is intended as a clinical assessment for each case.	10/07/2025	If this is introduced, (at present it is not a must have) then the expectation is that each person referred for counselling would have the pre-session	Closed

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12	08/07/2025	"Specification - Employee Assistance Programme" page 26	Promotional materials	In relation to promotion of services and the provision of hard copy materials, can you clarify whether "fobs" refer to [decorative/branded] key rings (e.g., opposed to electronic device or other)?	10/07/2025	A fob refers to a small (usually plastic) item that can be attached to a key ring. It would not be an electronic device.	C
13	09/07/2025	"Specification - Employee Assistance Programme" page 5	The Authority & Arm's Length Public Bodies	Can you please confirm if all ALBs are in scope from day 1 and are included in the MOJ headcount numbers provided?	10/07/2025	Yes, all the ALBs are in scope from day 1 and the numbers are included in the headcount.	C
14	09/07/2025	"Specification - Employee Assistance Programme" page 38	Management Information for Arm's Length Public Bodies	Can you please confirm that the ALBs do not each require their own invoice and MI?	10/07/2025	ALBs do not require their own invoice. ALBs do not require their own MI, however if an individual discloses that they work for an ALB then this should be included in the wider MI.	C
15	09/07/2025	Pricing Schedule	Reflective Sessions - Cells D27 to D32	Of the 1970 total volume of reflective sessions, what proportion are mandatory sessions based on the person's job role?	10/07/2025	None are mandatory. However there is an expectation that those who undertake roles within Sexual Offender Treatment Pathways should undertake minimum of 2 per year.	C
16	09/07/2025	Pricing Schedule	Reflective Sessions - Cells D27 to D32	Can you please separate the MOJ v the Judicial Office volumes for reflective sessions?	10/07/2025	The Judicial Office do not have reflective sessions	C
17	09/07/2025	Pricing Schedule	Employee Assistance Programme Individual Services - Cells D39 and D40	Can you please clarify what proportion of the individual counselling sessions relate to the Judicial Office and what proportion are additional approved counselling sessions for MOJ paid for in addition to the per capita rate?	10/07/2025	The individual number of sessions detailed are only for the Judicial Office. The MOJ may also use this service line if additional sessions are approved.	C
18	09/07/2025	Specification - Employee Assistance Programme - Page 9	cCBT - Computerised Cognitive Behavioural Therapy	The specification refers to Online cCBT for MOJ only – can you confirm if this is required as part of the EAP service or as a direct access channel? Also, by MOJ only, does this include HMPPS and the ALBs but excludes the Judicial Office?	10/07/2025	This is part of the EAP service (and not available through direct access) and includes HMPPS and ALBs. The Judicial Office do not require cCBT.	C
19	09/07/2025	Specification - Employee Assistance Programme - Page 23	Manager's Advice Line	What are the required hours for the Manager Advice Line?	10/07/2025	The required hours for the Managers Advice Line is 24 x 7.	C
20	09/07/2025	Pricing Schedule	EAP & Judicial Office Prices - Cells E2 and E13	Could you please clarify that the rate to be provided in cells E2 and E13 are annual rates per person and not monthly rates? Could you also clarify that the text 'The Authority will divide E2 by D2 to calculate the price per employee per month' should be '...divide E2 by 12 to calculate the price per employee per month'?	10/07/2025	Yes, the prices to be inserted into cells E2 and E13 are the annual prices. During the contract operation the annual price per employee/judicial office holder will be divided by 12 to calculate a monthly cost per employee/judicial office holder. This monthly cost will be multiplied by the number of employees and judicial office holders to then calculate the monthly cost for these two service lines.	C
21	10/07/2025	Qualification Questions 1.25.4	Bona Fide Tendering	Can you please confirm where we can locate the certificate of Bona Fide Tendering?	11/07/2025	The certificate of bona fide tendering is attached to question 1.25.4 in the Quality Questions.	C
22	10/07/2025	Instruction to Bidders - Freedom of Information and Confidentiality 2.15	Freedom of Information	Where are we able to declare information as sensitive with regards to the Freedom of Information Act?	11/07/2025	The Freedom of Information and Confidentiality section of the Instruction to Bidders details the process for declaring commercially sensitive information. 2.15 If a Bidder considers part of its Tender is commercially sensitive, it should inform the Authority via Jaggaer and: i) clearly identify such information as commercially sensitive; ii) explain the potential implications of disclosure of such information; and iii) provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.	C
23	10/07/2025	Pricing Schedule	Cell D3	Access to the employee helpdesk, triage and support - is this the total contacts to the helpdesk including calls, e-mail and webchat?	11/07/2025	Yes, this is only phone calls, there is currently minimal e-mail and web chat.	C
24	10/07/2025	Pricing Schedule	Cell D3	Access to the employee helpdesk, triage and support - is this the volume of unique users or could it be multiple users?	11/07/2025	This information isn't collated so this could be either different users and/or same user calling several times	C

26	10/07/2025	Pricing Schedule	Call timing - Cell D3	Can we have a breakdown of times for when the calls come in for resourcing?	11/07/2025	<table><tr><th colspan="2">EAP HELPLINE</th></tr><tr><th>TIME OF CALLS</th><th>% OF CALLS (AVG)</th></tr><tr><td>06:00 - 08:00</td><td>1</td></tr><tr><td>08:00-10:00</td><td>11</td></tr><tr><td>10:00 - 12:00</td><td>22</td></tr><tr><td>12:00-14:00</td><td>20</td></tr><tr><td>14:00-16:00</td><td>19</td></tr><tr><td>16:00-18:00</td><td>13</td></tr><tr><td>18:00-20:00</td><td>5</td></tr><tr><td>20:00-22:00</td><td>5</td></tr><tr><td>22:00-24:00</td><td>2</td></tr><tr><td>24:00-02:00</td><td>2</td></tr><tr><td>02:00-04:00</td><td>1</td></tr><tr><td>04:00-06:00</td><td>1</td></tr></table>	EAP HELPLINE		TIME OF CALLS	% OF CALLS (AVG)	06:00 - 08:00	1	08:00-10:00	11	10:00 - 12:00	22	12:00-14:00	20	14:00-16:00	19	16:00-18:00	13	18:00-20:00	5	20:00-22:00	5	22:00-24:00	2	24:00-02:00	2	02:00-04:00	1	04:00-06:00	1	Closest
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04:00-06:00	1																																		
27	10/07/2025	Pricing Schedule	Cell D5	Pre-counselling session Please provide a definition of this.The specification only mentions Pre-Therapy.	11/07/2025	The Pre-counselling session would be the same as Pre-therapy	Closest																												
28	10/07/2025	Pricing Schedule	Cell D6	Individual counselling session (Face to Face) per 6 sessions. Is the number quoted in cell D6 the total number of sessions or the number of cases and therefore needs to be multiplied by 6?	11/07/2025	Please see question 9.	Closest																												
29	10/07/2025	Pricing Schedule	Cell D9 and D10	Debt and legal services. The numbers are the same is it 265 people in total accessed debt and legal?	17/07/2025	There were 530 individual users of debt and legal support. This was split equally, however the actual figures are 180 Debt cases and 350 Legal cases.	Closest																												
30	10/07/2025	Judicial Office Specification	Paragraph 4.6 and 7.3	• The allocated volumes for EMDR and CBT listed in the Judicial Office specification are particularly low - CBT (typically a course of up to 6 sessions delivered in person or remotely) requires approval from the welfare and casework team EMDR (typically a course of up to 6 – 8 sessions delivered in person or remotely) requires approval from the welfare and casework team Each of these would usually have approximately 12 sessions in line with NICE guidelines. Can the Authority confirm if they would authorise 12 sessions where required or consider increasing the initial minimum allocation.	17/07/2025	The Judicial Office (JO) currently provide EMDR sessions in blocks of 8 sessions, which JO understand is in line with NICE guidelines (8-12 sessions). The welfare and casework team would consider the initial minimum allocation up to 12 if the provider felt this amount of sessions were clinically appropriate.	Closest																												
31	11/07/2025	Specification - Employee Assistance Programme - Page 45	Annex B	The terms make reference to Annex B Management Standards Link but this has not been included in the Bid Pack. Can you please provide this.	17/07/2025	The link for Annex B - Management Standards HSE is include on page 45. The URL is https://www.hse.gov.uk/stress/standards/	Closest																												
32	11/07/2025	Pricing Schedule	Cells D39 and D40	Can you please confirm that the fees submitted in rows 39 and 40 of the pricing schedule will be used by the Judicial Office for the initial 6 sessions of counselling? As well as any additional sessions used by the Ministry of Justice?	17/07/2025	Yes, the fees submitted for the Individual Counselling Face to Face and Virtual Methods would be used by the Judicial Office and any additional session required by the MoJ.	Closest																												
33	14/07/2025	Judicial Office Specification	Judicial Office Specification - Assistance Programme. Paragraph 9.5 (Page 14)	Can you clarify what is meant by "Senior Counsellors" in relation to the Judiciary Office e.g., is it those with 1000+ hours experience, or are there other further criteria	17/07/2025	Section 3.4 of the Judicial Office Specification sets the minimum requirements for a counsellor which includes at least 1000 hours experience. Senior counsellors will also be responsible for i) familiarising themselves with the judiciary and passing on this knowledge to other counsellors ii) clinical leadership/oversight of delivery	Closest																												
34	14/07/2025	Judicial Office Specification	Judicial Office Specification - Assistance Programme. Section 9 (Page 14)	Can you further clarify the expectations of the Senior Counsellors. We recognise from the specification they will be responsible for i) delivery of the professional support conversations ii) familiarising closely with the judicial office and imparting this knowledge across all other members of the service delivery team ii) providing the clinical leadership/oversight for the service delivery. We are trying to determine our team size and design to ensure it meets required needs, so trying to understand any further expectations/requirements.	17/07/2025	You have accurately set out the responsibilities of a senior counsellor. Section 3.4 of the Judicial Office Specification sets the minimum requirements for a counsellor which includes at least 1000 hours experience.	Closest																												
35	14/07/2025	Pricing Schedule	Pricing Schedule : Tab F56	We believe there may be a formula error in the pricing schedule. Please can we clarify. Namely, in reference to Tab F56 - Formula is only summing F2:F38 Are cost submitted within F39:F53 not included in the evaluation ?	17/07/2025	Yes, apologies for this. There is a formula error. Cell F56 should total cells F2:F53. An updated pricing spreadsheet will be forward via a Jaggaer message to all suppliers who have completed the NDA. The new document will be titled "Pricing Schedule Employee Assistance Programme Version 2"	Closest																												
36	14/07/2025	Instruction to Bidders - 9.	Contract Award	Please can you advise if it is the intention for the MOJ to award both services to one provider?	17/07/2025	Yes, the further competition is being run as one procurement to cover the combined requirements of HMPPS, MoJ and Judicial Office and will be awarded to one service provider.	Closest																												

Disaster Recovery and Business Continuity

The Service Provider shall provide a draft of the Disaster Recovery and Business Continuity Plan within 2 months of the Commencement Date for review with the Customer.

3. SERVICE PROVIDER SOLUTION

Service Provider Solution

Service Provider Bid Response

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Key Personnel of the Service Provider to be involved in the provision of the Goods, Services and Deliverables

REDACTED

REDACTED

Service Provider's inspection of the Premises and Infrastructure (where relevant)

The Service Provider's use of Customer premises is expected to be occasional and ad hoc to support face to face meetings, where there is a suitable Customer location, which offers the appropriate geographic location, convenience, security and privacy.

The Service Provider is not expected to be permanently based in Customer premises.

4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Implementation Plan and Milestones or e.g. delivery schedule (including dates for completion and/or delivery)

The Service Provider shall provide an Implementation Plan and Milestones as part of the mini competition/further competition response which shall provide details of the Deliverables and what the dates for achievement of those Milestones should be. The Implementation Plan shall start on contract award and run through to full service go live of the contract.

Critical Service Failure

- (i) In relation to the required [insert description/name of Goods] a Critical Service Failure shall include a delay in servicing the demand for [insert the number of Goods named ordered] ordered by the Customer in excess of 24 hours more than once in any three (3) Month period or more than three times in any rolling twelve (12) month period.
- (ii) In relation to the Service a Critical Service Failure shall mean a loss of two (2) or more during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) for more than 24 hours accumulated in three (3) Month period, or 48 hours in any rolling twelve (12) month period.
- The default period is three months if less than three months is required then an alternative period should be inserted above.

Monitoring

The Contract Management and Monitoring is detailed in the Specification - Employee Assistance Programme and Judicial Office Specification.

Management Information

Management Information to be provided in accordance with clause 7 of the Call-Off Terms on 7th of the month for each submission.

The Management Information required is detail in Specification - Employee Assistance Programme and Judicial Office Specification.

5. CUSTOMER RESPONSIBILITIES**Customer's Responsibilities (where appropriate)**

The Customer shall provide an orientation pack as part of Implementation to support the Service Provider.

Customer's equipment (where appropriate)

None

6. CHARGES AND PAYMENT**Contract Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. BACS))**

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Total Contract Service Line Basket Price

13,738,632.85

Payment profile and method of payment as detailed in the Specification - Employee Assistance Programme and Judicial Office Specification.

7. CONFIDENTIAL INFORMATION

The following information shall be deemed Commercially Sensitive Information:

Service Providers Bid response

8. AGREED AMENDMENTS TO THE CALL-OFF TERMS

The following amendments shall be deemed to be made to the Call-Off Terms:

I) Break clause at year 3 and year 4. Replace the following clauses

3.2 Not used.

3.3 Not used.

3.4 Unless otherwise terminated in accordance with its terms, this Contract shall expire on the expiry of the Initial Term and the provisions of clause 20 shall apply.

19.10 Termination without Cause

Without prejudice to any other right the Customer has to terminate this Contract, and subject to the content of clause 20.2 the Customer shall have the right to terminate the Contract at any time by giving not less than twelve (12) months written notice to the Service Provider.

19.12 Termination on Customer Break Point Date

The Customer may terminate this Contract on any of the Customer Break Point Dates by completing the following steps:

19.12.1 The Customer must give notice to the Service Provider stating:

- (i) that the Customer is terminating this Contract under this clause 19.12 (Termination on a Customer Break Point Date); and
- (ii) that this Contract will terminate on the specified Customer Break Point Date; which must be a minimum of 180 days after the date of receipt by the Service Provider of the notice.

19.12.2 Provided the notice has been provided in accordance with clause 19.12.1 above, this Contract will terminate on the specified Customer Break Point Date.

20.1A If the Customer terminates this Contract under clause 19.12 the Customer shall make no further payments to the Service Provider except for Services supplied by the Service Provider prior to termination and in accordance with this Contract but where the payment has yet to be made by the Customer.

II) 4. PERFORMANCE OF THE GOODS AND/OR SERVICES AND DELIVERABLES

Critical Service Failure

- (i) Not used.
- (ii) In relation to the Employee Assistance Programme a Critical Service Failure shall mean a loss of eight (8) or more hours of the helpline during a 24 hour period across three separate occasions in any rolling six (6) month period.

Iii) Variation

If a contract variation is requested, the Contract Variation Form (Appendix A) should be completed by the party requesting the variation. The Customer should complete the Variation Notice once the Variation has been agreed in principle by both Parties. Changes do not become effective until this Contract Variation form has been signed by both Parties.

Iv) Service credits

Please replace the Appendix to Part A of Schedule 1 – Service Levels and Service Credits with the following wording:-

SERVICE LEVELS AND SEVERITY LEVELS

Service Level	Description	Level Achieved	Service Credit Percentage	Level Achieved	Service Credit Percentage	Level Achieved	Service Credit Percentage
KPI 3 – Telephone Support Services	All calls to be answered within 30 seconds by the Service Providers personnel (Triage/Counsellor). If applicable and IVR/AVR is implemented the 30 seconds would commence from selection of the option by the user.	=>99% (Equal or greater than 99%)	0%	Between 97% and 98.99%	3% of the monthly Contract Charge	Below 97%	6% of the monthly Contract Charge
KPI 9 – Counselling Sessions	Initial counselling session offered to take place within 5 working days of first contact/assessment.	=>98% (Equal or greater than 98%)	0%	Between 96% and 97.99%	3% of the monthly Contract Charge	Below 96%	6% of the Monthly Contract Charge

The Service Credits shall be calculated on the basis of the following formula and worked examples:

Formula – The sum of the Service Credit Percentage for KPI 3 and KPI 9 based on the Service Level Management Information for the preceding month.	=	x% of the Contract Charges to be deducted from the next invoice payable by the Customer.
Worked example 1: Service Level achieved for KPI 1 99.5% (Service Credit Percentage = 0%) and 100% for KPI 9 (Service Credit Percentage of 0%). Therefore 0% + 0% = 0%	=	0% of the Contract Charges to be deducted from the next invoice payable by the Customer
Worked example 2:- Service Level achieved of KPI 1 of 98% (Service Credit Percentage = 3%) and 100% for KPI 9 (Service Credit Percentage of 0%). Therefore 3% + 0% = 3%	=	3% of the Contract Charges to be deducted from the next invoice payable by the Customer

The maximum percentage of the Contract Charges subject to service credit shall be 10% of the monthly Contract Charge.

Worked example 3:- Service Level achieved of KPI 1 of 95% (Service Credit Percentage = 6%) and 94% for KPI 9 (Service Credit Percentage of 6%). Therefore 6% + 6% = 12%

=

10% of the Contract Charges to deducted from the next invoice payable by the Customer (The maximum percentage of the Contract Charges subject to service credit shall be 10% of the monthly Contract Charges.

V) Evaluation – Replace FRAMEWORK SCHEDULE 5 - FURTHER COMPETITION AWARD CRITERIA with the following wording

The Customer will use the Price per Quality Point (PQP) methodology to evaluate the tender. The Bidders' total quality scores will be combined with their pricing proposal to create a PQP price using the following PQP formula.

$$PQP = \frac{\text{Total Commercial (Price) Envelope score}}{\text{Total Technical Envelope score}}$$

The Total Commercial (Price) Envelope score will be derived from Bidders' Pricing Schedule Submission (see Instructions and Evaluation tabs within the Pricing Schedule for further details). The price excluding VAT will be used for the purposes of the Price Evaluation Methodology.

Bidders will be ranked from lowest PQP to highest PQP. The Bidder with the lowest PQP is ranked in 1st place and will be awarded the contract. The Bidder with the highest PQP is ranked last.

Vi) Management Information

Please add the Management Information Requirements detailed in Annex D from the Specification to the Management Information Requirements already set out in Framework Schedule 7 – Management information requirements.

9. PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. INTRODUCTION

1.1 The Service Provider shall comply with any further written instructions with respect to processing by the Customer.

1.2 Any such further instructions shall be incorporated into this section 9 of the Master Contract Schedule.

Description	Details
Subject matter of the processing	<p>The Employee Assistance Programme is a focused programme to assist in the identification and resolution of employee concerns which affect, or may affect, performance. Such employee concerns typically include but are not limited to: Personal matters - health, relationships, family, financial, emotional, legal, anxiety, alcohol, drugs and other related issues work matters - work demands, working relationships, personal and interpersonal skills, work/life balance, stress and other related issues.</p> <p>An EAP is a strategic intervention designed to produce organisational benefit that can be quantified by outcome measurement. It addresses team and individual performance and helps the development of greater wellbeing and resilience, leading to improved general health and enhanced employee engagement. It includes a mechanism for providing counselling and other forms of assistance to employees on a systematic and uniform basis, and to recognised standards.</p>
Duration of the processing	The data received will be held for the duration of the contract (31 st January 2026 to 30 th January 2031) and

	potentially for a short period after this to enable the completion of any support.	
Nature and purposes of the processing	The minimal amount of personal data will be obtained for identification and to enable for appropriate wellbeing support to be provided.	
Type of Personal Data	Basic personal data will be collected to assist with the delivery of the service which may include personal information including full name and date of birth, employment information which may include personnel number, job title role, work e-mail address and contact information, which may include contact details, personal e-mail and phone numbers.	
Categories of Data Subject	Data subjects will be staff, but may include staff family members, some volunteers, and judicial office holders.	
Plan for return and destruction of the data once the processing is complete unless requirement under union or member state law to preserve that type of data.	<p>The Service Provider will not provide the Customer with personal data as an EAP service is completely confidential for data subjects employed by the Authority.</p> <p>However, upon termination or end of the contract the confidential data will remain in force for 30 days before it is archived ready for deletion. Full deletion will occur upon the finalisation of any inflight counselling that could still be in place.</p> <p>The Service Provider will certify to the Customer that it has completed such deletion.</p>	
10. Personal Data under the Joint Control of the Parties		

1. The Service Provider shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 13 (Information to be provided where personal data are collected from the data subject).
2. The Service Provider shall be responsible for the provision of information to Data Subjects as detailed in GDPR Article 14 (Information to be provided where personal data have not been obtained from the data subject).
3. The Service Provider shall be responsible for responding to any request for information from a Data Subject under GDPR Article 15 (Right of access by the data subject).
4. The Service Provider shall be responsible for responding to and rectifying any request for rectification from a Data Subject under GDPR Article 16 (Right to rectification).
5. The Service Provider shall be responsible for responding to and erasing any request for the right to erasure from a Data Subject under GDPR Article 17 (Right to erasure (right to be forgotten)).
6. The Service Provider shall be responsible for responding to and restricting any request for restriction of processing from a Data Subject under GDPR Article 18 (Right to restriction of processing).
7. The Service Provider shall be responsible for notifying any rectification or erasure of personal data or restriction of processing carried out in accordance with GDPR Articles 16, 17 and 18 to each recipient to whom the personal data have been disclosed in accordance with GPR Article 19 (Notification obligation regarding rectification or erasure of personal data or restriction of processing).
8. The Service Provider shall be responsible for responding to and porting any request for data portability from a Data Subject under GDPR Article 20 (Right to data portability).
9. The Service Provider shall be responsible for responding to and complying with any objection from a Data Subject under GDPR Article 21 (Right to object).
10. The Service Provider shall be responsible for ensuring a Data Subject is not subject to a decision based solely on automated processing, including profiling which causes legal effects or significant effects on the Data Subject and shall comply with GDPR Article 22 (Automated individual decision-making, including profiling).
11. The Service Provider shall be responsible for notifying the supervisory authority (Information Commissioners Office) and the Data Subject of any personal data breach in accordance with GDPR Article 33 (Notification of a personal data breach to the supervisory authority) and Article 34 (Communication of a personal data breach to the data subject).
12. Each Party shall maintain a record of its processing activities under its responsibility in accordance with GDPR Article 30 (Records of processing activities).
14. The Parties agree that the Service Provider shall be the point of contact for Data Subjects.

THE CUSTOMER

- and -

THE SERVICE PROVIDER

CALL-OFF TERMS

relating to

OCCUPATIONAL HEALTH SERVICES

CONTRACT REF

985B_23

CALL-OFF TERMS**BETWEEN**

- (1) The customer identified in the Form of Contract (the "Customer"); and
- (2) The company identified in the Form of Contract (the "Service Provider").

WHEREAS

- (A) ESPO selected framework providers, including the Service Provider, to provide Goods and/or Services;
- (B) the Service Provider undertook to provide the Goods and/or Services on the terms set out in a Framework Agreement number 985_23 dated 1st July 2023 (the "Framework Agreement");
- (C) ESPO and the Service Provider have agreed that public sector bodies within the UK may enter into Contracts under the Framework Agreement with the Service Provider for the Service Provider to supply Goods and/or Services;
- (D) The Customer enters into this Contract on the terms hereinafter appearing.

1. GENERAL PROVISIONS**1.1 Definitions**

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Affected Party"	means the party seeking to claim relief in respect of a Force Majeure;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires;
"BCDR Plan"	means any plan relating to business continuity and disaster recovery as referred to in the Master Contract Schedule and/or any other Contract Document;
"Call-off Terms"	means these terms and conditions in respect of the provision of the Goods and/or Services, together with the schedules hereto;

"Change in Law"	means any change in Law or policy which impacts on the supply of the Goods and/or Services and performance of the Call-off Terms which comes into force after the Commencement Date;
"Commencement Date"	means the date set out in the Master Contract Schedule and/or the Form of Contract Document;
"Commercially Sensitive Information"	means the confidential information listed in set out at Schedule 9 of the Framework Agreement (if any) the Master Contract Schedule and/or a Contract Document comprising of commercially sensitive information relating to the Service Provider, its IPR or its business or which the Service Provider has indicated to the Customer that, if disclosed by the Customer, would cause the Service Provider significant commercial disadvantage or material financial loss;
"Confidential Information"	means the Customer's Confidential Information and/or the Service Provider's Confidential Information;
"Continuous Improvement Plan"	means a plan for improving the provision of the Services and/or reducing the charges produced by the Service Provider pursuant to schedule 6 of the Framework Agreement;
"Contract"	means the contract entered into by the Customer and the Service Provider pursuant to Framework Schedule 4 (Ordering Procedure) of the Framework Agreement comprising of the Form of Contract Document, these Call-Off Terms, the schedules hereto, the Master Contract Schedule and any other Contract Document;
"Contract Document"	means all documents listed in the Form of Contract Document and/or within a schedule referred to in the Form of Contract Document;
"Contract Period"	means the period from the Commencement Date to: <ul style="list-style-type: none"> a) the Expiry Date; or b) such earlier date of termination or partial termination of the Contract in accordance with Law or the provisions of the Contract;
"Contract Charges"	means the prices (exclusive of any applicable VAT), payable to the Service Provider by the Customer under the Contract, as set out in the Master Contract Schedule and/or any other Contract Document, for the full and proper performance by the Service Provider of its obligations under the Contract less any Service Credits;
"Contracting Authority"	means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than the Customer;

"Control"	means control as defined in section 1124 Corporation Tax Act 2010 and "Controls" and "Controlled" shall be interpreted accordingly;
"Controller"	shall take the meaning given in the GDPR;
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006.);
"Critical Service Failure"	shall have the meaning given in the Master Contract Schedule and/or any other Contract Document;
"Customer Data"	means: <ul style="list-style-type: none"> (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which: <ul style="list-style-type: none"> (i) are supplied to the Service Provider by or on behalf of the Customer; or (ii) the Service Provider is required to generate, process, store or transmit pursuant to the Contract; or (b) any Personal Data for which the Customer is the Data Controller;
"Customer Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Customer prior to or independently of the performance by the Service Provider of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;
"Customer's Premises"	the premises identified in the Master Contract Schedule and/or any other Contract Document and which are to be made available for use by the Service Provider for the provision of the Goods and/or Services on the terms set out in the Contract;
"Customer Responsibilities"	means the responsibilities of the Customer set out in the Master Contract Schedule and/or any other Contract Document;

"Customer Representative"	means the representative appointed by the Customer from time to time in relation to the Contract;
"Customer's Confidential Information"	means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Service Providers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Service Provider under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Legislation"	means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the GDPR; the DPA 2018; the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority which are applicable to a Party;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	shall take the meaning given in the GDPR;
"Data Subject"	shall take the meaning given in the GDPR;
"Data Subject Access Request"	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Default"	means any breach of the obligations of the Service Provider (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the Service Provider or Service Provider's Staff in connection with or in relation to the subject-matter of the Contract and in respect of which the Service Provider is liable to the Customer;
"Delay Payments"	means the amounts set out or amounts calculated in accordance with the formula set out in the Master Contract Schedule and/or any other Contract Document;

"Deliverables"	means those deliverables listed in the Master Contract Schedule and/or any other Contract Document (if any);
"Delivery"	means the time at which the Goods and/or Services have been installed by the Service Provider and the Customer has issued the Service Provider with confirmation in respect thereof and "Deliver" and "Delivered" shall be construed accordingly;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in clause 42.2;
"DPA 2018"	means Data Protection Act 2018;
"Employment Checks"	means the pre-appointment checks that are required by law and applicable guidance, including without limitation, verification of identity checks, right to work checks, registration and qualification checks, employment history and reference checks, criminal record checks and occupational health checks;
"Environmental Information Regulations"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
"Equality Legislation"	means the Equality Act 2010, the Human Rights Act 1998 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment; equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws;
"Equipment"	means the Service Provider's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Service Provider (but not hired, leased or loaned from the Customer) in the performance of its obligations under the Contract which, for the avoidance of doubt does not include the Goods and/or Services;
"ESPO"	means Leicestershire County Council, acting in its capacity as servicing authority to a joint committee known as ESPO, established under the Local Government Act 1972 (section 101 (5) and section 102) and section 9EB of the Local Government Act 2000, whose place of business is at of Barnsdale Way, Grove Park, Enderby, Leicester, LE19 1ES;
"Expiry Date"	means the date set out in the Master Contract Schedule and/or any other Contract Document;

- "Form of Contract"** means the document in the form set out at Schedule 3 of the Framework Agreement signed by the Customer and the Service Provider and which lists all of the Contract Documents;
- "FOIA"** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
- "Force Majeure"** means any event, occurrence or cause affecting the performance by either the Customer or the Service Provider of its obligations arising from:
- a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;
 - b) riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
 - c) acts of government, local government or Regulatory Bodies;
 - d) fire, flood or any disaster acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party;
 - e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
 - i) any industrial dispute relating to the Service Provider, the Service Provider's Staff or any other failure in the Service Provider or the Sub-Contractor's supply chain; and
 - ii) any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;
- "GDPR"** means the General Data Protection Regulation (Regulation (EU) 2016/679 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act of 2018;
- "Good Industry Practice"** means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

"Goods and/or Services"	means the goods and/or services to be supplied as specified in the Form of Contract, Master Contract Schedule and/or any other Contract Document;
"Guarantee Period"	means the period from and including the date of Delivery of the Goods to the date twelve (12) Months thereafter;
"Holding Company"	shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006;
"Implementation Plan"	means the plan referred to in the Master Contract Schedule and/or any other Contract Document produced and updated in accordance with Schedule 2;
"Information"	has the meaning given under section 84 of the FOIA;
"Initial Term"	the period commencing on the Commencement Date and ending on the Expiry Date;
"Intellectual Property Rights" or "IPRs"	means: <ul style="list-style-type: none"> a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registrable or otherwise), Know-How, trade secrets and, moral rights and other similar rights or obligations; b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and c) all other rights whether registrable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off;
ITT Response	means the response submitted by the Service Provider to the Invitation to Tender issued by the Customer on TBC;
"Key Personnel"	means the individuals (if any) identified in the Master Contract Schedule and/or any other Contract Document;
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the Service Provider's or the Customer's possession before the Commencement Date;

"Law"	means any applicable act of parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Service Provider is bound to comply;
"LED"	means Law Enforcement Directive (Directive (EU) 2016/680);
"Management Information"	means the management information specified in Framework Schedule 7 (Management Information Requirements);
"Master Contract Schedule"	means the schedule attached to the Form of Contract at Schedule 3 of the Framework Agreement;
"Milestone"	means an event or task described in the Implementation Plan which must be completed by the corresponding date set out in such plan;
"Milestone Date"	means the date set against the relevant Milestone in the Implementation Plan;
"Mirror Framework"	means any framework agreement entered into by the Service Provider and a company owned by ESPO;
"Month"	means calendar month and "monthly" shall be interpreted accordingly;
"Normal Business Hours"	means 8.00 am to 6.00 pm local UK time, each Working Day;
"Parent Company"	means any company which is the ultimate Holding Company of the Service Provider and which is either responsible directly or indirectly for the business activities of the Service Provider or which is engaged by the same or similar business to the Service Provider;
"Party"	means the Service Provider or the Customer and "Parties" shall mean both of them;
"Personal Data"	shall take the meaning given in the GDPR;
"Personal Data Breach"	shall take the meaning given in the GDPR;
"Premises"	means the location where the Services are to be provided and/or the Goods are to be supplied, as set out in the Master Contract Schedule and/or any other Contract Document;
"Processor"	shall take the meaning given in the GDPR;

"Prohibited Act"

Means:

a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or ESPO a financial or other advantage to:

i) induce that person to perform improperly a relevant function or activity; or

ii) reward that person for improper performance of a relevant function or activity; or

b) committing any offence:

i) under the Bribery Act 2010;

ii) under legislation creating offences concerning fraudulent acts;

iii) at common law concerning fraudulent acts relating to the Contract or any other contract with ESPO and/or Customer and/or any other contracting body; or

iv) involving slavery or human trafficking; or

c) defrauding, attempting to defraud or conspiring to defraud ESPO and/or the Customer or any other contracting body.

"Project Specific IPRs"

means:

(a) IPRs in the Services, Deliverables and/or Goods provided by the Service Provider (or by a third party on behalf of the Service Provider) specifically for the purposes of the Contract and all updates and amendments of these items created during the Contract Period; and/or

(b) IPRs arising as a result of the provision of the Services, Deliverables and/or Goods by the Service Provider (or by a third party on behalf of the Service Provider) under the Contract,

"Property"

means the property, other than real property and IPR, issued or made available to the Service Provider by the Customer in connection with the Contract;

"Protective Measures"	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Service Provider would reasonably and ordinarily be expected to comply with (as may be further detailed in the Master Contract Schedule and/or any other Contract Document) and any other applicable quality standards, Government codes of practice and guidance;
"Regulated Activity"	means any work which is currently defined as a regulated activity relating to children or vulnerable adults within the meaning of Schedule 4 Part 1 (Children) or Part 2 (Vulnerable Adults) of the Safeguarding Vulnerable Groups Act 2006;
"Regulatory Bodies"	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer;
"Related Service Provider"	means any person who provides services to the Customer which are related to the Services from time to time;
"Replacement Service Provider"	any third party Service Provider of Replacement Services appointed by the Customer from time to time;
"Replacement Service"	any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination of the Contract, whether those services are provided by the Customer internally and/or by any third party;
"Request for Information"	means a request for information or an apparent request relating to the Contract or the provision of the Services or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

"Service Credits"	means the sums referred to or sums calculated in accordance with Schedule 1 being payable by the Service Provider in respect of any failure by the Service Provider to meet one or more Service Levels;
"Service Levels"	means any service levels applicable to the provision of the Services as referred to Schedule 1;
"Service Provider"	means the person, firm or company with whom the Customer enters into the Contract as identified in the Form of Contract;
"Service Provider Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Service Provider and/or of any Sub-Contractor engaged in the performance of its obligations under this Contract;
"Service Provider Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Service Provider prior to or independently of the performance by the Customer of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs;
"Service Provider's Representative"	means the representative appointed by the Service Provider from time to time in relation to the Contract;
"Service Provider Solution"	means the Service Provider's solution for the provision of the Goods and/or Services as referred to in the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
"Service Provider's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and Service Providers of the Service Provider, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Services"	means all services comprised in the Goods and/or Services to be supplied as referred to in the Form of Contract, the Master Contract Schedule and the Contract Documents;
"Sites"	means any premises from which the Services are provided or from which the Service Provider manages, organises or otherwise directs the provision or the use of the Services;
"Specification"	means the specification in the Lots at Framework Schedule 1 (Goods and/or Services);

"Staff"	means all persons employed by the Service Provider and/or any Sub-Contractor to perform its obligations under the Contract together with the Service Provider's and/or any Sub-Contractor's servants, consultants, agents, Service Providers and Sub-Contractors used in the performance of its obligations under the Contract;
"Sub-Contract"	means any contract or agreement or proposed contract or agreement between the Service Provider and any third party whereby that third party agrees to provide to the Service Provider the Goods and/or Services or any part thereof or facilities, goods or services necessary for the provision of the Goods and/or Services or any part thereof or necessary for the management, direction or control of the Goods and/or Services or any part thereof;
"Sub-Contractor"	means the third party with whom the Service Provider enters into a Sub-Contract or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Service Provider related to this Contract;
"Technical Standards"	means the technical standards set out in the Framework Agreement and if applicable the Master Contract Schedule and/or another Contract Document referred to in the Form of Contract;
"Tender"	means the tender submitted by the Service Provider to the Customer in response to the Customer's invitation to Service Providers for formal offers to supply it with the Goods and/or Services pursuant to the Framework Agreement;
"Term"	the period of the Initial Term as may be varied by: <ul style="list-style-type: none"> (a) any extensions to this Contract which are agreed pursuant to clause 3; or (b) the earlier termination of this Contract in accordance with its terms;
"Transferring Goods"	means goods comprised in the Goods and/or Services, title to which transfers between the Parties in accordance with clause 4.6.1;
"Undelivered Goods and/or Services "	shall have the meaning given in clause 4.5.7;
"Valid Invoice"	means an invoice issued by the Service Provider to the Customer that complies with clause 11.2.2;

- "Variation"** has the meaning given to it in clause 33;
- "Variation Procedure"** means the procedure set out in clause 33;
- "VAT"** means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
- "Working Day"** means any day other than a Saturday or Sunday or public holiday in England and Wales.

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" "for example" and "in particular" and words of similar effect are to be construed as if they were immediately followed by the words "without limitation" and shall not limit the general effect of the words which precede them;
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 the schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract. Any reference to the Contract includes the schedules;
- 1.2.6 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.7 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.8 references to "clauses" and "schedules" are, unless otherwise provided, references to the clauses of and schedules to this Contract. References to "paragraphs" are, unless otherwise provided, references to paragraphs of the schedule in which the references are made;
- 1.2.9 terms or expressions contained in this Contract which are capitalised but which do not have an interpretation in clause 1 shall be interpreted in accordance with the Framework Agreement save for such words as do not have an interpretation in the Framework Agreement in which case they shall

be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise they shall be interpreted in accordance with the dictionary meaning;

1.2.10 reference to a clause is a reference to the whole of that clause unless stated otherwise; and

1.2.11 in the event of and only to the extent of any conflict between the Master Contract Schedule, these Call-Off Terms, any other Contract Document any document referred to in the clauses of the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- (a) the Framework Agreement;
- (b) these Call-Off Terms;
- (c) the Master Contract Schedule; and
- (d) any other Contract Document or document referred to in these Call-Off Terms.

DUE DILIGENCE

2.1 The Service Provider acknowledges that it:

- 2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;
- 2.1.2 has raised all relevant due diligence questions with the Customer before the Commencement Date; and
- 2.1.3 has entered into this Contract in reliance on its own due diligence alone.

2.2 The Customer hereby confirms that it has all requisite authority to enter into the Contract.

CONTRACT PERIOD

3.1 This Contract shall take effect on the Commencement Date and shall continue for the Term.

3.2 The Customer may extend this Contract beyond the Initial Term by a further period or periods as stated in the Master Contract Schedule (Extension Period). If the Customer wishes to extend this Contract, it shall give the Service Provider three (3) months' written notice of such intention before the expiry of the Initial Term or Extension Period.

3.3 If the Customer gives such notice then the Term shall be extended by the period set out in the notice.

- 3.4 If the Customer does not wish to extend this Contract beyond the Initial Term this Contract shall expire on the expiry of the Initial Term and the provisions of clause 20 shall apply.

SUPPLY OF GOODS AND/OR SERVICES

4.1 Supply of the Goods and/or Services

- 4.1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan.
- 4.1.2 The Service Provider shall supply the Goods and/or Services during the Contract Period in accordance with the Customer's requirements as set out in this Contract in consideration for the payment of the Contract Charges. The Customer may inspect and examine the manner in which the Service Provider supplies the Goods and/or Services at the Premises during Normal Business Hours on reasonable notice.
- 4.1.3 If the Customer informs the Service Provider in writing that the Customer reasonably believes that any part of the Goods and/or Services does not meet the requirements of the Contract or differs in any way from those requirements, the Service Provider shall at its own expense re-schedule and carry out the Goods and/or Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.
- 4.1.4 The Service Provider accepts responsibility for all damage to, shortage or loss of the Ordered Goods if:
- 4.1.4.1 the same is notified in writing to the Service Provider within three (3) Working Days of receipt of the Ordered Goods by the Customer; and
- 4.1.4.2 the Ordered Goods have been handled by the Customer in accordance with the Service Provider's instructions.
- 4.1.5 Where the Service Provider accepts responsibility under clause 4.1.4 it shall, at its sole option, replace or repair the Ordered Goods (or part thereof) which have been proven, to the Service Provider's reasonable satisfaction, to have been lost or damaged in transit.
- 4.1.6 The Service Provider agrees that the Customer relies on the skill and judgment of the Service Provider in the supply of the Goods and/or Services and the performance of its obligations under the Contract.

4.2 Provision and Removal of Equipment

- 4.2.1 Unless otherwise stated in the Master Contract Document and/or any other Contract Document, the Service Provider shall provide all the Equipment necessary for the supply of the Goods and/or the Services.

- 4.2.2 The Service Provider shall not deliver any Equipment nor begin any work on the Premises without obtaining Approval.
- 4.2.3 All Equipment brought onto the Premises shall be at the Service Provider's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Service Provider is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's Default. The Service Provider shall be wholly responsible for the haulage or carriage of the Equipment to the Premises and the removal thereof when it is no longer required by the Customer and in each case at the Service Provider's sole cost. Unless otherwise stated in the Contract, Equipment brought onto the Premises will remain the property of the Service Provider.
- 4.2.4 The Service Provider shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 4.2.5 The Service Provider shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:
- 4.2.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and
 - 4.2.5.2 replace such item with a suitable substitute item of Equipment.
- 4.2.6 Upon termination or expiry of the Contract, the Service Provider shall remove the Equipment together with any other materials used by the Service Provider to supply the Goods and/or Services and shall leave the Premises in a clean, safe and tidy condition. The Service Provider is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Service Provider or Service Provider's Staff.

4.3 Quality

- 4.3.1 The Service Provider shall at all times comply with the Technical Standards and the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Goods and/or Services must be provided has not been specified in the Contract, the Service Provider shall agree the relevant standard for the provision of the Goods and/or Services with the Customer prior to the supply of the Goods and/or Services commencing and in any event, the Service Provider shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

- 4.3.2 The Service Provider shall ensure that the Staff shall at all times during the Contract Period:
- 4.3.2.1 faithfully and diligently perform those duties and exercise such powers as necessary in connection with the provision of the Goods and/or Services;
 - 4.3.2.2 obey all lawful instructions and reasonable directions of the Customer and provide the Goods and/or Services to the reasonable satisfaction of the Customer; and
 - 4.3.2.3 apply all due skill, care, diligence and are appropriately experienced, qualified and trained.
- 4.3.3 The Service Provider shall without prejudice to clause 4.1.4 above perform its obligations under the Contract in a timely manner.
- 4.3.4 The Service Provider shall supply the Goods and/or Services and, where relevant, install the Goods in accordance with the Specification in the Framework Agreement (if any) (as a minimum), the Master Contract Schedule and/or any other Contract Document and in accordance with all applicable Laws, including but not limited to, any obligation implied by sections 12, 13 and 14 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982.
- 4.3.5 The Service Provider shall at all times during the Contract Period ensure that:
- 4.3.5.1 the Goods and/or Services conform in all respects with the specifications set out in the Master Contract Schedule and/or any other Contract Document and/or where applicable the Framework Agreement;
 - 4.3.5.2 the Goods and/or Services operate in accordance with the relevant technical specifications and correspond with all requirements set out in the Master Contract Schedule and/or any other Contract Document;
 - 4.3.5.3 the Goods and/or Services conform in all respects with all applicable Laws, Quality Standards and Technical Standards;
 - 4.3.5.4 the Goods are free from defects in design and workmanship and are fit for the purpose that such Goods are ordinarily used for and for any particular purpose made known to the Service Provider by the Customer; and
 - 4.3.5.5 the Goods and/or Services are supplied in accordance with the Service Provider Solution.

4.4 Delivery (Goods only)

- 4.4.1 Without prejudice to the content of clause 4.5 (Delivery) the Service Provider shall make delivery of the Goods specified in the Master Contract Schedule and/or any other Contract Document at the times and in the manner stated therein and as a minimum meet the requirements stated in the Response to the ITT. Delivery shall be at no cost to the Customer and shall be at the sole risk of the Service Provider.
- 4.4.1 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.
- 4.4.2 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

4.5 Delivery

- 4.5.1 The Service Provider shall Deliver the Goods and provide the Services in accordance with the Implementation Plan and Milestones.
- 4.5.2 The issue by the Customer of a receipt note for delivered Equipment shall not constitute any acknowledgement of the condition, quantity or nature of that Equipment.
- 4.5.3 Time of delivery in relation to commencing and/or supplying the Goods and/or Services shall be of the essence and if the Service Provider fails to deliver the Goods and/or Services within the time specified in accordance with clause 4.1.1 and/or the Master Contract Schedule and/or any other Contract Document and without prior written Approval, the Customer may release itself from any obligation to accept and pay for the Goods and/or terminate the Contract, in either case without prejudice to any other rights and remedies of the Customer.
- 4.5.4 Except where otherwise provided in the Contract, the Goods shall be installed and the Services provided by the Staff or the Sub-Contractors at such place or places as set out in the Master Contract Schedule and/or any other Contract Document.
- 4.5.5 Where the Goods are delivered by the Service Provider, the point of delivery shall be when the Goods are removed from the transporting vehicle at the Premises. Where the Goods are collected by the Customer, the point of delivery shall be when the Goods are loaded on the Customer's vehicle.
- 4.5.6 Except where otherwise provided in the Contract, delivery shall include the unloading, stacking or installation of the Goods and/or Services by the Staff or the Service Provider's Service Providers or carriers at such

place as the Customer or duly authorised person shall reasonably direct.

- 4.5.7 In the event that not all of the Goods and/or Services are Delivered by the relevant Milestone Dates specified in the Implementation Plan ("**Undelivered Goods and/or Services**") then the Customer shall be entitled to withhold payment of the Contract Charges for any Goods and/or Services that were not Delivered in accordance with the corresponding Milestone Date until such time as the Undelivered Goods and/or Services are Delivered.
- 4.5.8 The Customer shall be under no obligation to accept or pay for any Goods Delivered in excess of the quantity specified in the Master Contract Schedule and/or any other Contract Document. If the Customer elects not to accept such over-Delivered Goods it shall give notice in writing to the Service Provider to remove them within five (5) Working Days and to refund to the Customer any expenses incurred by the Customer as a result of such over-Delivery (including but not limited to the costs of moving and storing the Goods), failing which the Customer may dispose of such Goods and charge the Service Provider for the costs of such disposal. The risk in any over-Delivered Goods shall remain with the Service Provider.

4.6 Ownership and Risk

- 4.6.1 Ownership and passing of title in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer on the earlier of payment by the Customer of the Contract Charges or allocation of the relevant Goods by the Customer to an order.
- 4.6.2 Risk in the Goods shall, without prejudice to any other rights or remedies of the Customer pass to the Customer at the point when the Goods have been delivered satisfactorily.

4.7 Guarantee

The Service Provider hereby guarantees the Transferring Goods for the Guarantee Period against faulty materials and workmanship. If the Customer shall within such Guarantee Period or within twenty five (25) Working Days thereafter give notice in writing to the Service Provider of any defect in any of the Transferring Goods as may have arisen during such Guarantee Period under proper and normal use, the Service Provider shall (without prejudice to any other rights and remedies which the Customer may have) promptly remedy such defects (whether by repair or replacement as the Customer shall elect) free of charge.

ASSISTANCE ON EXPIRY OR TERMINATION

- 5.1 In the event that the Contract expires or is terminated, the Service Provider shall, where so requested by the Customer, provide assistance to the Customer to migrate the provision of the Services to a Replacement Service Provider.

DISASTER RECOVERY AND BUSINESS CONTINUITY

- 6.1 The Service Provider will maintain in place throughout the Contract Period business continuity arrangements and will review those arrangements at appropriate intervals and if necessary update them, so as to ensure as far as reasonably practical that in the event of unexpected circumstances, either within or external to the Service Provider's organisation, delivery of the Goods and/or Services to the Customer is subject to a minimum of disruption.

MONITORING OF CONTRACT PERFORMANCE

- 7.1 The Service Provider shall comply with the monitoring arrangements referred to in the Master Contract Schedule and/or any other Contract Document including, but not limited to, providing such data and information as the Service Provider may be required to produce under the Contract.
- 7.2 Where requested by the Customer, the Service Provider shall supply the Management Information to the Customer in the form and periodically as specified in the Master Contract Schedule.

DISRUPTION

- 8.1 The Service Provider shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.
- 8.2 The Service Provider shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Service Provider's own employees or others, which affects or might affect the Service Provider's ability at any time to perform its obligations under the Contract.
- 8.3 In the event of industrial action by the Staff, the Service Provider shall seek Approval to its proposals for the continuance of the supply of the Goods and/or Services in accordance with its obligations under the Contract.
- 8.4 If the Service Provider's proposals referred to in clause 8.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.
- 8.5 If the Service Provider is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business caused by the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Service Provider as a direct result of such disruption.

9. SERVICE LEVELS AND REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES OR PROVISION OF THE GOODS

- 9.1 The Service Provider shall provide the Services to meet or exceed the Service Levels and any failure to meet the Service Levels shall entitle the Customer to Service Credits calculated in accordance with the provisions of schedule 1 or in

the event of a Critical Service Failure shall give rise to a right for the Customer to terminate the Contract with immediate effect upon giving written notice to the Service Provider.

- 9.2 The Service Provider shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Service Provider's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels.
- 9.3 Without prejudice to any other right or remedy which the Customer may have, if any Goods and/or Services are not supplied in accordance with, or the Service Provider fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Goods and/or Services have been Delivered) do any of the following:
- 9.3.1 at the Customer's option, give the Service Provider the opportunity at the Service Provider's expense to either remedy any defect in the Goods and/or failure in the performance of the Services together with any damage resulting from such defect or failure (and where such defect or failure is capable of remedy) or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
 - 9.3.2 reject the Goods (in whole or in part) and require the Service Provider to remove the Goods (in whole or in part) at the risk and cost of the Service Provider on the basis that a full refund for the Goods so rejected shall be paid to the Customer forthwith by the Service Provider;
 - 9.3.3 refuse to accept any further Goods and/or Services to be Delivered but without any liability to the Customer;
 - 9.3.4 if the Master Contract Schedule and/or any other Contract Documents provide for the payment of Delay Payments, then the Service Provider shall pay such amounts (calculated in accordance with the Master Contract Schedule and/or any other Contract Document) on demand. The Delay Payments will accrue on a daily basis from the relevant Milestone Date and will continue to accrue until the date when the Milestone is met;
 - 9.3.5 carry out at the Service Provider's expense any work necessary to make the Goods and/or Services comply with the Contract;
 - 9.3.6 without terminating the Contract, itself supply or procure the supply of all or part of the Goods and/or Services until such time as the Service Provider shall have demonstrated to the reasonable satisfaction of the Customer that the Service Provider will once more be able to supply all or such part of the Goods and/or Services in accordance with the Contract;

- 9.3.7 without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods and/or Services only (whereupon a corresponding reduction in the Contract Charges shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods and/or Services; and/or
- 9.3.8 charge the Service Provider for and the Service Provider shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Goods and/or Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Service Provider for such part of the Goods and/or Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and/or Services.

9.4 In the event that the Service Provider:

- 9.4.1 fails to comply with clause 9.3 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

- 9.4.2 persistently fails to comply with clause 9.3 above,

the Customer may terminate the Contract with immediate effect by giving the Service Provider notice in writing.

10. PREMISES

10.1 Inspection of Premises

- 10.1.1 The Service Provider acknowledges that it has inspected the Customer's Premises and has advised the Customer of any aspect of the Customer's Premises that is not suitable for the provision of the Goods and/or Services and that the specified actions to remedy the unsuitable aspects of the Customer's Premises, together with a timetable for and the costs of those actions, have been specified in the Master Contract Schedule and/or any other Contract Document.
- 10.1.2 If the Service Provider has either failed to inspect the Customer's Premises or failed to notify the Customer of any required remedial actions in accordance with clause 10.1.1 then the Service Provider shall not be entitled to recover any additional costs or charges from the Customer relating to any unsuitable aspects of the Customer's Premises except in respect of any latent structural defect in the Customer's Premises. The onus shall be on the Service Provider to prove to the Customer that any work to the Customer's Premises is required in respect of a latent structural defect and that the additional costs or charges are reasonable and necessary. The Service Provider shall not incur such additional costs or charges without obtaining Approval.

- 10.1.3 Any disputes relating to due diligence as set out in clause 2 or this clause 10 shall be resolved in accordance with the Dispute Resolution Procedure.

10.2 Licence to Occupy Premises

- 10.2.1 Any Customer's Premises made available from time to time to the Service Provider by the Customer in connection with the Contract shall be made available to the Service Provider on a non-exclusive licence basis free of charge and shall be used by the Service Provider solely for the purpose of performing its obligations under the Contract. The Service Provider shall have the use of such Customer's Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of the Contract.
- 10.2.2 The Service Provider shall limit access to the Customer's Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Service Provider shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such Customer's Premises as the Customer may reasonably request.
- 10.2.3 Save in relation to such actions identified by the Service Provider in accordance with clause 10.1.1 and the Master Contract Schedule and/or any other Contract Document (if any), should the Service Provider require modifications to the Customer's Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Service Provider's expense. The Customer shall undertake any modification work which it approves pursuant to this clause 10.2.3 without undue delay. Ownership of such modifications shall rest with the Customer.
- 10.2.4 The Service Provider shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Customer's Premises and conduct of personnel at the Customer's Premises as determined by the Customer, and the Service Provider shall pay for the cost of making good any damage caused by the Service Provider or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 10.2.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Service Provider or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

10.3 Property

- 10.3.1 Where the Customer issues Property free of charge to the Service Provider such Property shall be and remain the property of the Customer and the Service Provider irrevocably licences the Customer and its agents to enter upon any premises of the Service Provider during Normal Business Hours on reasonable notice to recover any such Property. The Service Provider shall not in any circumstances have a lien or any other interest on the Property and at all times the Service Provider shall possess the Property as fiduciary agent and bailee of the Customer. The Service Provider shall take all reasonable steps to ensure that the title of the Customer to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Customer's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Customer.
- 10.3.2 The Property shall be deemed to be in good condition when received by or on behalf of the Service Provider unless the Service Provider notifies the Customer otherwise within five (5) Working Days of receipt.
- 10.3.3 The Service Provider shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- 10.3.4 The Service Provider shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Customer's reasonable security requirements as required from time to time.
- 10.3.5 The Service Provider shall be liable for all loss of, or damage to, the Property, (excluding fair wear and tear), unless such loss or damage was caused by the Customer's Default. The Service Provider shall inform the Customer within two (2) Working Days of becoming aware of any defects appearing in or losses or damage occurring to the Property.

PAYMENT AND CONTRACT CHARGES

11.1 Contract Charges

- 11.1.1 In consideration of the Service Provider's performance of its obligations under the Contract, the Customer shall pay the Contract Charges in accordance with clause 11.2 (Payment and VAT).
- 11.1.2 The Customer shall, in addition to the Contract Charges and following delivery by the Service Provider of a valid VAT invoice, pay the Service Provider a sum equal to the VAT chargeable on the value of the Goods and/or Services supplied in accordance with the Contract.

- 11.1.3 If at any time during the Contract Period the Service Provider reduces its rates of Charges for any Goods and/or Services which is provided under the Framework Agreement (whether or not such Goods and/or Services are offered in a catalogue which is provided under the Framework Agreement) in accordance with the terms of the Framework Agreement, the Service Provider shall immediately reduce the Contract Price for such Goods and/or Services under the Contract by the same amount.
- 11.1.4 The benefit of any work being done pursuant to the provisions of Schedule 6 (Value for Money) of the Framework Agreement which is specifically commissioned from the Service Provider by another contracting body at any time prior to or during the Contract Period to reduce costs or to improve the quality or efficiency of the Goods and/or Services or to facilitate their delivery shall be offered by the Service Provider to the Customer at no charge.
- 11.1.5 The Parties acknowledge that the Service Provider is required to pay to ESPO and, where relevant, the Trading Company a retrospective rebate based on the value of each call-off contract at a percentage agreed in the Framework Agreement.

11.2 Payment and VAT

- 11.2.1 Where the Service Provider submits an invoice to the Customer, the Customer will consider and verify that invoice in a timely fashion.
- 11.2.2 The Service Provider shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Goods supplied and/or the Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice. The Customer shall accept and process for payment an electronic invoice submitted for payment by the Service Provider where the invoice is undisputed and where it complies with the following standard on electronic invoicing and is undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 11.2.3 The Customer shall pay the Service Provider any sums due under such an invoice no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.
- 11.2.4 Where the Customer fails to comply with clause 11.2.1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 11.2.2 after a reasonable time has passed.

- 11.2.5 Where the Service Provider enters into a Sub-Contract, the Service Provider shall include in that Sub-Contract:
- (a) provisions having the same effect as clauses 11.2.1 – 11.2.4 of this Contract; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 11.2.1 – 11.2.4 of this Contract.

For the purposes of this sub clause 11.2.5 "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or part of this Contract.

- 11.2.6 The Service Provider shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Service Provider's failure to account for or to pay any VAT relating to payments made to the Service Provider under the Contract. Any amounts due under this clause 11.2.6 shall be paid by the Service Provider to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.
- 11.2.7 The Service Provider shall not suspend the supply of the Services and/or Goods (as applicable) unless the Service Provider is entitled to terminate the Contract under clause 19.3.3 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced at 3% above the Bank of England base rate.

11.3 Recovery of Sums Due

- 11.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Service Provider (including any sum which the Service Provider is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Service Provider under the Contract or under any other agreement or contract with the Customer.
- 11.3.2 Any overpayment by either Party, whether of the Contract Charges or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 11.3.3 The Service Provider shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim,

discount, abatement or otherwise unless the Service Provider has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Service Provider.

- 11.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

11.4 Euro

- 11.4.1 Any requirement of Law to account for the Goods and/or Services in Euro, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Service Provider free of charge to the Customer.
- 11.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with clause 11.4.1 by the Service Provider.

KEY PERSONNEL

- 12.1 The Parties have agreed to the appointment of the Key Personnel. The Service Provider shall and shall procure that any Sub-Contractor shall obtain Approval before removing or replacing any Key Personnel during the Contract Period.
- 12.2 The Service Provider shall provide the Customer with at least one (1) Month's written notice of its intention to replace any member of Key Personnel.
- 12.3 The Customer shall not unreasonably delay or withhold its Approval to the removal or appointment of a replacement for any relevant Key Personnel by the Service Provider or Sub-Contractor.
- 12.4 The Service Provider acknowledges that the persons designated as Key Personnel from time to time are essential to the proper provision of the Goods and/or Services to the Customer. The Service Provider shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as qualified and experienced or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.
- 12.5 The Customer may also require the Service Provider to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

SERVICE PROVIDER'S STAFF

- 13.1 The Customer may, by written notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Customer's Premises:
- 13.1.1 any member of the Staff; or
- 13.1.2 any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

- 13.2 At the Customer's written request, the Service Provider shall provide a list of the names and addresses of all persons who may require admission to the Customer's Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.
- 13.3 Staff engaged within the boundaries of the Customer's Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Customer's Premises.
- 13.4 If the Service Provider fails to comply with clause 13.2 within three (3) weeks of the date of the request, the Customer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.
- 13.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Service Provider and Staff have failed to comply with clause 13.2 shall be final and conclusive.

Children and Vulnerable Adults

- 13.6 Where the provision of the Goods and/or Services requires any of the Service Provider's employees or volunteers to work in a Regulated Activity with children and/or vulnerable adults, the Service Provider will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant information and that the appropriate check of the Children's Barred List relating to the protection of children.
- 13.7 The Service Provider will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers that work in a Regulated Activity.
- 13.8 The Service Provider will ensure that all enhanced checks for a Regulated Activity including the appropriate barred list check or checks are renewed every three years.
- 13.9 The Service Provider will not employ any person or continue to employ any person to provide the Regulated Activities who is prevented from carrying out such activities under the Safeguarding of Vulnerable Groups Act 2006 and will notify the Customer immediately of any decision to employ such a person in any role connected with this Contract or any other agreement or arrangement with the Customer.
- 13.10 Where the provision of the Goods and/or Services does not require any of the Service Provider's employees or volunteers to work in a Regulated Activity but

where the Service Provider's employees or volunteers may nonetheless have contact with children and/or vulnerable adults the Service Provider will in respect of such employees and volunteers:

- a) carry out Employment Checks; and
- b) carry out such other checks as may be required by the Disclosure & Barring Service from time to time through the Contract Period.

- 13.11 Where the principle obligation of the Service Provider is to effect delivery of goods to a site and does not require any element of on-site working including installation and commissioning of Goods in a private dwelling, neither the Service Provider nor any sub-contractors are to have direct contact with children and/or vulnerable adults during any delivery or attendance at the premises. The Service Provider shall ensure that those engaged in undertaking the duties under this contract, including employees, servants, agents and others are of suitable standing and good character and provide them with copies of the Specification and secure their written acknowledgement of receipt and understanding.

TUPE

- 14.1 The Parties hereby acknowledge that, pursuant to the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE"), there shall be a relevant transfer on the Commencement Date and the contracts of employment of those employees who are wholly or mainly assigned in the Services immediately before the Commencement Date ("the Transferring Employees") shall take effect as if originally made between the Service Provider and the employees (save for those who object pursuant to Regulation 4(7) of TUPE.
- 14.2 The Service Provider shall be responsible for all emoluments and outgoings in respect of the Transferring Employees (including without limitation, all wages, bonuses, commission, premiums, subscriptions, PAYE and national insurance contributions and pension contributions) which are attributable in whole or in part to the period after the Commencement Date (including any bonuses, commission, premiums, subscriptions and any other prepayments which are payable before the Commencement date but which are attributable in whole or in part to the period after the Commencement Date.
- 14.3 Not later than twelve months prior to the end of the Contract Period, the Service Provider shall fully and accurately disclose to the Customer all information that the Customer may reasonably request in relation to the Service Provider's Staff including the following:
- (a) the total number of the Service Provider's Staff whose employment/engagement shall terminate at the end of the Contract Period, save for any operation of Law; and
 - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pension entitlements of the Service Provider's Staff referred to in clause 14.3(a); and

- (c) the terms and conditions of the employment/engagement of the Service Provider's Staff referred to in clause 14.3(a), their job titles and qualifications; and
 - (d) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - (e) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- 14.4 At intervals to be stipulated by the Customer (which shall not be more frequent than every thirty days) immediately prior to the end of the Contract Period the Service Provider shall deliver to the Customer a complete update of all such information which shall be disclosable pursuant to clause 14.3
- 14.5 At the time of providing the disclosed information pursuant to clauses 14.3 and 14.4, the Service Provider shall warrant the completeness and accuracy of all such information and the Customer may assign the benefit of this warranty to any Replacement Service Provider.
- 14.6 The Customer may use the information it receives from the Service Provider pursuant to clauses 14.3 and 14.4 for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Contract Period. The Service Provider shall provide the Replacement Service Provider with such assistance as it shall reasonably request.
- 14.7 The Service Provider shall indemnify and keep indemnified and hold the Customer (both for themselves and any Replacement Service Provider) harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or any Replacement Service Provider may suffer or incur as a result of or in connection with:
- (a) the provision of information pursuant to clause 14; and
 - (b) any claim or demand by any Returning Employee (whether in contract, tort, under statute, pursuant to Law or otherwise) in each and every case arising directly or indirectly from any act, fault or omission of the Service Provider or any Sub-Contractor in respect of any Returning Employee on or before the end of the Contract Period; and
 - (c) any failure by the Service Provider or any Sub-Contractor to comply with its obligations under Regulation 13 or 14 of TUPE or any award of compensation under Regulation 15 of TUPE save where such failure arises from the failure of the Customer or a Replacement Service Provider to comply with its duties under Regulation 13 of the Regulations; and
 - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person

representing any Returning Employees arising from or connected with any failure by the Service Provider or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and

- (e) any claim by any person who is transferred by the Service Provider to the Customer and/or a Replacement Service Provider whose name is not included in the list of Returning Employees.

14.8 If the Service Provider becomes aware that the information it provided pursuant to clause 14.3 has become untrue, inaccurate or misleading, it shall notify the Customer and provide the Customer with up to date information.

14.9 This clause 14 applies during the Contract Period and indefinitely thereafter.

14.10 The Service Provider undertakes to the Customer that, during the twelve months prior to the end of the Contract Period the Service Provider shall not (and shall procure that any Sub-Contractor shall not) without the prior consent of the Customer (such consent not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport or promise to amend or vary) the terms and conditions of the employment or engagement including for the avoidance of doubt pay of any of the Staff (other than where such amendment or variation has previously been agreed between the Service Provider and the Staff in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any of the Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capacity);
- (c) transfer away, remove, reduce or vary the involvement of any of the Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) shall not have any adverse impact upon the delivery of the Services by the Service Provider, PROVIDED THAT any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services;
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.]

STAFFING SECURITY

15.1 The Service Provider shall comply with the Customer's staff vetting procedures (where provided to the Service Provider) in respect of all Service Provider Staff employed or engaged in the provision of the Goods and/or Services. The Service Provider confirms that all Staff employed or engaged by the Service Provider at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Customer's staff vetting procedures.

- 15.2 The Service Provider shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Goods and/or Services to ensure compliance with the Customer's staff vetting procedures.

INTELLECTUAL PROPERTY RIGHTS

- 16.1 Save as granted under this Contract, neither the Customer nor the Service Provider shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.
- 16.2 The Service Provider shall ensure and procure that the availability, provision and use of the Goods and/or Services and the performance of the Service Provider's responsibilities and obligations hereunder shall not infringe any Intellectual Property Rights of any third party.
- 16.3 With respect to the Service Providers obligations under the Contract, the Service Provider warrants and represents that:
- 16.3.1 it owns, has obtained or shall obtain valid licences for all Intellectual Property Rights that are necessary to perform its obligations under this Contract;
 - 16.3.2 it has and shall continue to take all steps, in accordance with Good Industry Practice, to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or Trojans, spyware or other malware) into systems, data, software or the Customer's Confidential Information (held in electronic form) owned by or under the control of, or used by the Customer;
- 16.4 The Service Provider shall during and after the Contract Period of the Contract indemnify and keep indemnified the Customer on demand in full from and against all claims, proceedings, suits, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages and any other liabilities whatsoever arising from, out of, in respect of or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the:
- 16.4.1 availability, provision or use of the Goods and/or Services (or any parts thereof); and
 - 16.4.2 performance of the Service Provider's responsibilities and obligations hereunder.
- 16.5 The Service Provider shall promptly notify the Customer if any claim or demand is made or action brought against the Service Provider for infringement or alleged infringement of any Intellectual Property Right that may affect the availability, provision or use of the Goods and/or Services (or any parts thereof) and/or the performance of the Service Provider's responsibilities and obligations hereunder.

16.6 If a claim or demand is made or action brought to which clause 16.3 and/or 16.4 may apply, or in the reasonable opinion of the Service Provider is likely to be made or brought, the Service Provider may at its own expense and within a reasonable time either:

- 16.6.1 modify any or all of the affected Goods and/or Services without reducing the performance and functionality of the same, or substitute alternative goods and/or services of equivalent performance and functionality for any or all of the affected Goods and/or Services, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substituted goods and/or services; or
- 16.6.2 procure a licence to use the Goods and/or Services on terms that are reasonably acceptable to the Customer; and
- 16.6.3 in relation to the performance of the Service Provider's responsibilities and obligations hereunder, promptly re-perform those responsibilities and obligations.

16.7 **Customer Data**

- 16.7.1 The Service Provider shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 16.7.2 The Service Provider shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Service Provider of its obligations under the Contract or as otherwise expressly Approved by the Customer.
- 16.7.3 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing.
- 16.7.4 To the extent that Customer Data is held and/or processed by the Service Provider, the Service Provider shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 16.7.5 The Service Provider shall ensure that any system on which the Service Provider holds any Customer Data, including back-up data, is a secure system that complies with the security policy reasonably requested by the Customer.
- 16.7.6 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Service Provider's Default so as to be unusable, the Customer may:

- 16.7.6.1 require the Service Provider (at the Service Provider's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with any BCDR Plan and the Service Provider shall do so as soon as practicable but in accordance with the time period notified by the Customer; and/or
 - 16.7.6.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Service Provider any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in any BCDR Plan.
- 16.7.7 If at any time the Service Provider suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Service Provider shall notify the Customer immediately and inform the Customer of the remedial action the Service Provider proposes to take.

16.8 Protection of Personal Data

- 16.8.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, where the Customer has completed the second column of the table in section 9 of the Master Contract Schedule to specify the processing of Personal Data it requires the Service Provider to perform, the Customer is the Controller and the Service Provider is the Processor. The only processing that the Service Provider is authorised to do is listed in section 9 of the Master Contract Schedule by the Customer and may not be determined by the Service Provider.
- 16.8.2 The Service Provider shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 16.8.3 The Service Provider shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:
 - 16.8.3.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 16.8.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Goods and/or Services;
 - 16.8.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

16.8.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

16.8.4 The Service Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:

16.8.4.1 process that Personal Data only in accordance with section 9 of the Master Contract Schedule, unless the Service Provider is required to do otherwise by Law. If it is so required, the Service Provider shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

16.8.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Customer as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

16.8.4.3 ensure that:

- (i) the Service Provider Personnel do not process Personal Data except in accordance with this Contract (and in particular section 9 of the Master Contract Schedule);
- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel (including any sub-processors or third-party processors) who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Service Provider's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Service Provider or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

- 16.8.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) (the Customer or the Service Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
 - (iv) the Service Provider complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data; and
- 16.8.4.5 at the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of this Contract unless the Service Provider is required by Law to retain the Personal Data.
- 16.8.5 Subject to clause 16.8.6, the Service Provider shall notify the Customer immediately if it:
- 16.8.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 16.8.5.2 receives a request to rectify, block or erase any Personal Data;
 - 16.8.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 16.8.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 16.8.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 16.8.5.6 becomes aware of a Data Loss Event.

- 16.8.6 The Service Provider's obligation to notify under clause 16.8.5 shall include the provision of further information to the Customer in phases, as details become available.
- 16.8.7 Taking into account the nature of all processing, the Service Provider shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 16.8.5 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
- 16.8.7.1 the Customer with full details and copies of the complaint, communication or request;
 - 16.8.7.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 16.8.7.3 the Customer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 16.8.7.4 assistance as requested by the Customer following any Data Loss Event;
 - 16.8.7.5 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 16.8.8 The Service Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Service Provider employs fewer than 250 staff, unless:
- 16.8.8.1 the Customer determines that the processing is not occasional;
 - 16.8.8.2 the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - 16.8.8.3 the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 16.8.9 The Service Provider shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 16.8.10 The Service Provider shall designate a data protection officer if required by the Data Protection Legislation.

16.8.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Service Provider must:

16.8.11.1 notify the Customer in writing of the intended Sub-processor and processing;

16.8.11.2 obtain the written consent of the Customer;

16.8.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 16.8 such that they apply to the Sub-processor; and

16.8.11.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

16.8.12 The Service Provider shall remain fully liable for all acts or omissions of any Sub-processor.

16.8.13 The Customer may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

16.8.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Service Provider amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

16.9 Security of Premises

16.9.1 The Customer shall be responsible for maintaining the security of the Customer's Premises in accordance with its standard security requirements. The Service Provider shall comply with all reasonable security requirements of the Customer while on the Customer's Premises and shall ensure that all Staff comply with such requirements.

16.9.2 The Customer shall provide the Service Provider upon request copies of its written security procedures and shall afford the Service Provider upon request an opportunity to inspect its physical security arrangements.

16.10 Confidentiality

16.10.1 Except to the extent set out in this clause 16.10 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

16.10.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

16.10.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

16.10.2 Clause 16.10.1 shall not apply to the extent that:

16.10.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 19.11 (Freedom of Information);

16.10.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

16.10.2.3 such information was obtained from a third party without obligation of confidentiality;

16.10.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or

16.10.2.5 it is independently developed without access to the other Party's Confidential Information.

16.10.3 The Service Provider may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Goods and/or Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.

16.10.4 The Service Provider shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.

16.10.5 At the written request of the Customer, the Service Provider shall procure that those members of Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

16.10.6 In the event that any default, act or omission of any Staff causes or contributes (or could cause or contribute) to the Service Provider breaching its obligations as to confidentiality under or in connection with this Contract, the Service Provider shall take such action as may be appropriate in the circumstances, including the use of disciplinary procedures in serious cases. To the fullest extent permitted by its own obligations of confidentiality to any Staff, the Service Provider shall provide such evidence to the Customer as the Customer may reasonably require (though not so as to risk compromising or prejudicing any disciplinary or other proceedings to demonstrate that

the Service Provider is taking appropriate steps to comply with this clause, including copies of any written communications to and/or from Staff, and any minutes of meeting and any other records which provide an audit trail of any discussions or exchanges with Staff in connection with obligations as to confidentiality.

16.10.7 Nothing in this Contract shall prevent the Customer from disclosing the Service Provider's Confidential Information (including the Management Information obtained under clause 7.2):

16.10.7.1 to any Contracting Authority. All Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Contracting Authority;

16.10.7.2 to any consultant, contractor or other person engaged by the Customer or any person conducting an Office of Government Commerce gateway review;

16.10.7.3 for the purpose of the examination and certification of the Customer's accounts; or

16.10.7.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.

16.10.8 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Service Provider's Confidential Information is disclosed pursuant to clause 16.10.7 is made aware of the Customer's obligations of confidentiality.

16.10.9 Nothing in this clause 16.10 shall prevent either Party from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of IPR.

16.10.10 In the event that the Service Provider fails to comply with clause 16.10.1 to clause 16.10.6, the Customer reserves the right to terminate the Contract with immediate effect by notice in writing.

16.10.11 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of the Contract, the Service Provider undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.

16.11 Freedom of Information

- 16.11.1 The Service Provider acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.
- 16.11.2 The Service Provider shall and shall procure that its Sub-Contractors shall:
 - 16.11.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - 16.11.2.2 provide the Customer with a copy of all Information in its possession, or control in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - 16.11.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 16.11.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other Contract whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 16.11.4 In no event shall the Service Provider respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 16.11.5 The Service Provider acknowledges that (notwithstanding the provisions of clause 16.10) the Customer may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Service Provider or the Goods and/or Services:
 - 16.11.5.1 in certain circumstances without consulting the Service Provider; or
 - 16.11.5.2 following consultation with the Service Provider and having taken their views into account,

provided always that where clause 16.11.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Service Provider advanced notice, or failing that, to draw the disclosure to the Service Provider's attention after any such disclosure.

- 16.11.6 The Service Provider shall ensure that all Information is retained for disclosure in accordance with the provisions of the Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer to inspect such records as requested from time to time.
- 16.11.7 The Service Provider acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with clause 16.11.5.

16.12 Transparency

- 16.12.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 16.12.2 Notwithstanding any other term of the Contract, the Service Provider hereby gives his consent for the Customer to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Agreement, to the general public.
- 16.12.3 The Customer may consult with the Service Provider to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.
- 16.12.4 The Service Provider shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

WARRANTIES AND REPRESENTATIONS

- 17.1 The Service Provider warrants, represents and undertakes to the Customer that:
 - 17.1.1 it has full capacity and authority and all necessary consents licences, permissions (statutory, regulatory, contractual or otherwise) (including where its procedures so require, the consent of its Parent Company) to enter into and perform its obligations under the Contract;
 - 17.1.2 the Contract is executed by a duly authorised representative of the Service Provider;
 - 17.1.3 in entering the Contract it has not committed any Fraud;

- 17.1.4 it has not committed any offence under the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010;
- 17.1.5 this Contract shall be performed in compliance with all Laws (as amended from time to time) and all applicable Standards;
- 17.1.6 as at the Commencement Date, all information, statements and representations contained in the Tender for the Goods and/or Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the Tender shall be deemed repeated in this Contract;
- 17.1.7 no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
- 17.1.8 it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
- 17.1.9 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Service Provider or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Service Provider's assets or revenue;
- 17.1.10 it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract and shall maintain the same in full force and effect;
- 17.1.11 at the Commencement Date it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
- 17.1.12 at the Commencement Date it has not: (1) communicated to any person other than the Customer the amount or approximate amount of the proposed price tendered in any Further Competition Procedure, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender; (2) entered into any agreement or arrangement with any person that it shall refrain from

tendering or as to the amount of any tender submitted in any Further Competition Procedure; or (3) offered to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to the proposed price tendered in any Further Competition Procedure any act or thing of the sort described in this clause 17.1.12. In the context of this clause 17.1.12 the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

17.2 The Service Provider warrants represents and undertakes to the Customer that:

- 17.2.1 the Goods and/or Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- 17.2.2 it shall discharge its obligations hereunder (including the provision of the Goods and/or Services) with all due skill, care and diligence including in accordance with Good Industry Practice and its own established internal procedures;
- 17.2.3 the Goods and/or Services are and will continue to be during the Contract Period:
 - 17.2.3.1 of satisfactory quality; and
 - 17.2.3.2 in conformance with the relevant specifications set out in this Contract, the relevant order and (if applicable) the manufacturer's specifications and documentation;
- 17.2.4 in the three (3) Years prior to the Commencement Date:
 - 17.2.4.1 it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and
 - 17.2.4.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
 - 17.2.4.3 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an on-going business concern or its ability to fulfil its obligations under the Contract; and
 - 17.2.4.4 for the Contract Period that all Staff will be vetted in accordance with Good Industry Practice, the Security Policy and the Quality Standards.

17.3 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Service Provider.

17.4 The Service Provider acknowledges and agrees that:

17.4.1 the warranties, representations and undertakings contained in this Contract are material and are designed to induce the Customer into entering into this contract; and

17.4.2 the Customer has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

LIABILITIES

18.1 Liability

18.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:

18.1.1.1 death or personal injury caused by its negligence or that of its Staff;

18.1.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff;

18.1.1.3 any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982;

18.1.1.4 any claim under clause 17.1;

18.1.1.5 any claim under the indemnity in clauses 11.2.6, 14, 16.4, in respect of a breach of clause 16.10; or

18.1.1.6 any other matter which, by Law, may not be excluded or limited.

18.1.2 Subject to clause 18.1.4 and clause 18.1.5 the Service Provider shall on demand indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported late supply or non-supply, of the Goods and/or Services or the performance or non-performance by the Service Provider of its obligations under the Contract or the presence of the Service Provider or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Service Provider, or any other loss which is caused directly by any act or omission of the Service Provider.

- 18.1.3 The Service Provider shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.
- 18.1.4 Subject always to clause 18.1.1 and clause 18.1.5, the aggregate liability of either Party for each Year of this Contract under or in relation to this Contract:
- 18.1.4.1 all defaults resulting in direct loss to the property of the other Party shall in no event exceed ten million pounds (£10,000,000); and
- 18.1.4.2 in respect of all other Defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed ten million pounds sterling (£10,000,000).
- 18.1.5 Subject to clause 18.1.1, in no event shall either Party be liable to the other for any:
- 18.1.5.1 loss of profits;
- 18.1.5.2 loss of business;
- 18.1.5.3 loss of revenue;
- 18.1.5.4 loss of or damage to goodwill;
- 18.1.5.5 loss of savings (whether anticipated or otherwise); and/or
- 18.1.5.6 any indirect, special or consequential loss or damage.
- 18.1.6 The provisions of 18.1.5 shall not be taken as limiting the right of the Customer to recover as a direct loss:
- 18.1.6.1 any additional operational and/or administrative expenses arising from the Service Provider's Default;
- 18.1.6.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Service Provider's Default;
- 18.1.6.3 the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Service Provider; and
- 18.1.6.4 any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in

connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Service Provider.

- 18.1.7 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Service Provider to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Service Provider that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

18.2 Insurance

- 18.2.1 The Service Provider shall effect and maintain with a reputable insurance company a policy or policies of insurance providing cover for all risks which may be incurred by the Service Provider, arising out of the Service Provider's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Service Provider. Such insurance shall be maintained for the Contract Period.
- 18.2.2 The Service Provider shall hold employers liability insurance in respect of Staff with a minimum limit of ten million pounds sterling (£10,000,000) for any one occurrence.
- 18.2.3 The Service Provider shall effect and maintain a public liability insurance policy to cover all risks in the performance of this Contract from time to time with a minimum limit of ten million pounds sterling (£10,000,000) for any one occurrence.
- 18.2.4 The Service Provider shall effect and maintain a professional indemnity insurance policy to cover all risks in the performance of this Contract with the minimum limit of indemnity of five million pounds sterling (£5,000,000) for any one claim and in the aggregate, or such higher limit as required by law from time to time and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period.
- 18.2.5 The Service Provider shall effect and maintain a medical malpractice insurance policy to cover all risks in the performance of this Contract from time to time with a minimum limit of five million pounds sterling (£5,000,000) for each individual claim.
- 18.2.6 The Service Provider shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place,

together with receipts or other evidence of payment of the latest premiums due under those policies.

- 18.2.7 If, for whatever reason, the Service Provider fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Service Provider.
- 18.2.8 The provisions of any insurance or the amount of cover shall not relieve the Service Provider of any liabilities under the Contract. It shall be the responsibility of the Service Provider to determine the amount of insurance cover that will be adequate to enable the Service Provider to satisfy any liability referred to in clause 18.
- 18.2.9 The Service Provider shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as avoided in whole or part. The Service Provider shall use all reasonable endeavours to notify the Customer (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any insurance, or any cover or claim under any insurance in whole or in part.

18.3 Taxation, National Insurance and Employment Liability

- 18.3.1 The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Service Provider shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

TERMINATION

19.1 Termination on insolvency

- 19.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Service Provider where the Service Provider is a company and in respect of the Service Provider:
 - 19.1.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition

scheme or arrangement with, or assignment for the benefit of, its creditors; or

- 19.1.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- 19.1.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- 19.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- 19.1.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- 19.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986 ; or
- 19.1.1.7 being a "small company" within the meaning of section 82(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 19.1.1.8 any event similar to those listed in clause 19.1.1.1 to 19.1.1.7 occurs under the law of any other jurisdiction.

19.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Service Provider is an individual and:

- 19.1.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Service Provider's creditors; or
- 19.1.2.2 a petition is presented and not dismissed within 14 days or order made for the Service Provider's bankruptcy; or
- 19.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Service Provider's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

- 19.1.2.4 the Service Provider is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of Section 268 of the Insolvency Act 1986; or
- 19.1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Service Provider's assets and such attachment or process is not discharged within 14 days; or
- 19.1.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
- 19.1.2.7 the Service Provider suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

19.2 Termination on Change of Control

- 19.2.1 The Service Provider shall notify the Customer immediately if the Service Provider undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("**Change of Control**") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Contract by notice in writing with immediate effect within six months of:

- 19.2.1.1 being notified that a Change of Control has occurred or is planned or in contemplation; or

- 19.2.1.2 where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where an Approval was granted prior to the Change of Control.

For the purposes of clause 19.2.1 any transfer of shares or of any interest in shares by a person to its Affiliate where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.

19.3 Termination on Default

- 19.3.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Service Provider if the Service Provider commits a Default and if:
 - 19.3.1.1 the Service Provider has not remedied the Default to the satisfaction of the Customer within thirty (30) Working Days or such other longer period as may be specified by the

Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or

19.3.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or

19.3.1.3 the Default is a material breach of the Contract; or

19.3.1.4 the Default concerns the Service Provider's obligations under this Contract in relation to the Modern Slavery Act 2015.

19.3.2 In the event that through any Default of the Service Provider, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded so as to be unusable, the Service Provider shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default of the Service Provider.

19.3.3 If the Customer fails to pay the Service Provider undisputed sums of money when due, the Service Provider shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within the period specified in clause 11.2, the Service Provider may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 11.3 (Recovery of Sums Due).

19.4 **Termination of Framework Agreement**

The Customer may terminate the Contract by giving written notice to the Service Provider with immediate effect if the Framework Agreement is fully or partly terminated for any reason whatsoever.

19.5 **Termination on Financial Standing**

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice where (in the reasonable opinion of the Customer), there is a material detrimental change in the financial standing and/or the credit rating of the Service Provider (as measured from the Commencement Date) which:

19.5.1 adversely impacts on the Service Provider's ability to supply the Goods and/or Services under this Contract; or

19.5.2 could reasonably be expected to have an adverse impact on the Service Providers ability to supply the Goods and/or Services under this Contract.

19.6 Termination on Audit

The Customer may terminate this Contract by serving notice in writing with effect from the date specified in such notice if the Service Provider commits a Default of clauses 26.1 to 26.5 or clause 26.7 (Records and Audit Access).

19.7 Termination in relation to Benchmarking

The Customer may terminate this Contract by serving notice on the Service Provider in writing with effect from the date specified in such notice if the Service Provider refuses or fails to comply with its obligations as set out in Schedule 6 of the Framework Agreement (Value for Money).

19.8 Partial Termination

If the Customer is entitled to terminate this Contract pursuant to this clause 19, it may (at its sole discretion) terminate all or part of this Contract.

19.9 Termination in compliance with Public Contracts Regulations 2015

The Customer may terminate Contracts where:

19.9.1 the Contract has been subject to a substantial modification which would require a new procurement procedure in accordance with regulation 72 (9) of the PCR 2015; or

19.9.2 the Service Provider has, at the time of the contract award, been in one of the situations referred to in regulation 57 (1) of the PCR 2015, including as a result of the application of regulation 57 (2), and should therefore have been excluded from the procurement procedure.

19.10 Termination without Cause

Subject to the content of clause 20.2 the Customer shall have the right to terminate the Contract at any time by giving not less than twelve (12) months written notice to the Service Provider.

19.11 Termination on termination of the Mirror Framework

In the event that any Mirror Framework is terminated or otherwise expires, the Customer may elect to terminate this Contract by serving notice in writing with effect from the date specified in such notice.

CONSEQUENCES OF EXPIRY OR TERMINATION

20.1 Where the Customer terminates the Contract under clauses 19.3 (Termination on Default), 19.6 (Financial Standing), 19.7 (Audit), 19.8 (Benchmarking) and then makes other arrangements for the supply of Goods and/or the Services, the Customer may recover from the Service Provider the cost reasonably incurred of

making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clauses 19.3, 19.6, 19.7 and 19.8, no further payments shall be payable by the Customer to the Service Provider until the Customer has established the final cost of making those other arrangements.

- 20.2 Subject to clause 20 where the Customer terminates the Contract under clause 19.10 (Termination without Cause), the Customer shall indemnify the Service Provider against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable direct loss by the Service Provider by reason of the termination of the Contract, provided that the Service Provider takes all reasonable steps to mitigate such loss. Where the Service Provider holds insurance, the Service Provider shall reduce its unavoidable costs by any insurance sums available. The Service Provider shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Service Provider as a result of termination under clause 19.10 (Termination without Cause).]
- 20.3 The Customer shall not be liable under clause 20.2 to pay any sum which:
- 20.3.1 was claimable under insurance held by the Service Provider, and the Service Provider has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - 20.3.2 when added to any sums paid or due to the Service Provider under the Contract, exceeds the total sum that would have been payable to the Service Provider if the Contract had not been terminated prior to the expiry of the Contract Period.
- 20.4 On the termination of the Contract for any reason, the Service Provider shall:
- 20.4.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's Pre-Existing IPRs and the Project Specific IPRs in its possession or in the possession or under the control of any permitted Service Providers or Sub-Contractors, which was obtained or produced in the course of providing the Goods and/or Services;
 - 20.4.2 cease to use the Customer Data and, at the direction of the Customer provide the Customer and/or the Replacement Service Provider with a complete and uncorrupted version of the Customer Data in electronic form in the formats and on media agreed with the Customer and/or the Replacement Service Provider;
 - 20.4.3 except where the retention of Customer Data is required by Law, on the earlier of the receipt of the Customer's written instructions or 12 months after the date of expiry or termination, destroy all copies of the Customer Data and promptly provide written confirmation to the Customer that the data has been destroyed.

- 20.4.4 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Service Provider under this Contract. Such property shall be handed back to the Customer in good working order (allowance shall be made for reasonable wear and tear);
 - 20.4.5 transfer to the Customer and/or the Replacement Service Provider (as notified by the Customer) such of the Licensed Goods and/or contracts as are notified to it by the Service Provider and/or the Customer in return for payment of the costs (if any) notified to the Customer by the Service Provider in respect of such Licensed Goods and/or contracts and/or any other items of relevance;
 - 20.4.6 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Service Provider and/or provide all such assistance and co-operation as the Customer may reasonably require;
 - 20.4.7 return to the Customer any sums prepaid in respect of the Goods and/or Services not provided by the date of expiry or termination (howsoever arising); and
 - 20.4.8 promptly provide all information concerning the provision of the Goods and/or Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Goods and/or Services have been provided or for the purpose of allowing the Customer or the Replacement Service Provider to conduct due diligence.
- 20.5 If the Service Provider fails to comply with clause 20.4.1 and 20.4.8, the Customer may recover possession thereof and the Service Provider grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Service Provider or its permitted agents or Sub-Contractors where any such items may be held.
- 20.6 Where the end of the Contract Period arises due to the Service Provider's Default, the Service Provider shall provide all assistance under clause 20.4.5 and 20.4.8 free of charge. Otherwise, the Customer shall pay the Service Provider's reasonable costs of providing the assistance and the Service Provider shall take all reasonable steps to mitigate such costs.
- 20.7 At the end of the Contract Period (howsoever arising) the licence granted pursuant to clause 10.2.1 shall automatically terminate without the need to serve notice.
- 20.8 Save as otherwise expressly provided in the Contract:
- 20.8.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice

the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

- 20.8.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Service Provider under clauses 11.2 (Payment and VAT), 11.3 (Recovery of Sums Due), 16 (Intellectual Property Rights), 16.8 (Protection of Personal Data), 16.10 (Confidentiality), 16.11 (Freedom of Information), 18 (Liabilities), 20 (Consequences of Expiry or Termination), 25 (Prevention of Bribery and Corruption), 26 (Records and Audit Access), 27 (Prevention of Fraud), 31 (Cumulative Remedies), 37 (Conflicts of Interest), 39 (The Contracts (Rights of Third parties) Act 1999) and 42.1 (Governing Law and Jurisdiction).

PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

- 21.1 The Service Provider shall not make any press announcements or publicise the Contract in any way without Approval and shall take reasonable steps to ensure that its servants, agents, employees, Sub-Contractors, Service Providers, professional advisors and consultants comply with this clause. Any such press announcements or publicity proposed under this clause 21.1 shall remain subject to the rights relating to Confidential Information and Commercially Sensitive Information,
- 21.2 Subject to the rights in relation to Confidential Information and Commercially Sensitive Information, the Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.
- 21.3 The Service Provider shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

ANTI-DISCRIMINATION

- 22.1 The Service Provider shall not unlawfully discriminate within the meaning and scope of Equality Legislation or any other law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 22.2 The Service Provider shall take all reasonable steps to secure the observance of clause 23.1 by all Staff employed in performance of this Contract.
- 22.3 The Service Provider shall notify the Customer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Service Provider under Equality Legislation or any other law, enactment, order or regulation.
- 22.4 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Service Provider's performance of this Contract being

in contravention of Equality Legislation or any other law, enactment, order or regulation relating to discrimination, the Service Provider shall, free of charge provide any information requested in the timescale allotted; attend any meetings as required and permit the Service Provider's Staff to attend; promptly allow access to and investigation of any documents or data deemed to be relevant; allow the Service Provider and any of the Service Provider's Staff to appear as witness in any ensuing proceedings; and cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

- 22.5 Where any investigation is conducted or proceedings are brought under Equality Legislation or any other law, enactment, order or regulation relating to discrimination which arise directly or indirectly out of any act or omission of the Service Provider, its agents or Sub-Contractors, or the Service Provider's Staff, and where there is a finding against the Service Provider in such investigation or proceedings, the Service Provider shall indemnify the Customer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Customer may have been ordered or required to pay to a third party.
- 22.6 The Service Provider must ensure that all written information produced or used in connection with this Contract is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.
- 22.7 The Service Provider acknowledges that the Customer may carry out an impact analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Service Provider shall provide all necessary assistance and information to the Customer as may be required in relation to the performance of an impact analysis by the Customer. The Service Provider shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the impact analysis undertaken by the Customer.

HEALTH AND SAFETY

- 23.1 The Service Provider shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Service Provider of any health and safety hazards which may exist or arise at the Customer's Premises and which may affect the Service Provider in the performance of its obligations under the Contract.
- 23.2 While on the Customer's Premises, the Service Provider shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.
- 23.3 The Service Provider shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

- 23.4 The Service Provider shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the supply of the Goods and/or Services under the Contract.
- 23.5 The Service Provider shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Customer on request.

ENVIRONMENTAL REQUIREMENTS

- 24.1 The Service Provider shall, when working on the Premises, perform its obligations under the Contract in accordance with the Customer's environmental policy (where provided), which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

25. PREVENTION OF BRIBERY AND CORRUPTION

- 25.1 The Service Provider shall not:
- 25.1.1 offer or give, or agree to give, to any employee, agent, servant or representative of the Customer, or any other public body or person employed by or on behalf of the Customer, any gift or other consideration of any kind which could act as an inducement or a reward for any act or failure to act in relation to this Contract;
 - 25.1.2 engage in and shall procure that all Service Provider's Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf shall not commit, in connection with this Contract, a Prohibited Act under the Bribery Act 2010, or any other relevant laws, statutes, regulations or codes in relation to bribery and anti-corruption; and
 - 25.1.3 commit any offences under the Prevention of Corruption Acts 1889 to 1916.
- 25.2 The Service Provider warrants, represents and undertakes that it has not:
- 25.2.1 paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract; and
 - 25.2.2 entered into this Contract with knowledge, that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Customer or any other public body or any person employed by or on behalf of the Customer in connection with the Contract, or that an agreement has been reached to that effect, unless

details of any such arrangement have been disclosed in writing to the Customer and ESPO before execution of this Contract;

25.3 The Service Provider shall:

- 25.3.1 in relation to this Contract, act in accordance with the Ministry of Justice Guidance pursuant to Section 9 of the Bribery Act 2010;
- 25.3.2 immediately notify the Customer and ESPO if it suspects or becomes aware of any breach of this clause 25;
- 25.3.3 respond promptly to any of the Customer's enquiries regarding any breach, potential breach or suspected breach of this clause 25 and the Service Provider shall co-operate with any investigation and allow the Customer to audit Service Provider's books, records and any other relevant documentation in connection with the breach;
- 25.3.4 if so required by the Customer, within twenty (20) Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing of the Service Provider and all persons associated with it or other persons who are supplying the Goods and/or Services in connection with this Contract compliance with this clause 25. The Service Provider shall provide such supporting evidence of compliance as the Customer may reasonably request;
- 25.3.5 have and maintain an anti-bribery policy (which shall be disclosed to the Customer on request) to prevent it any of its Staff, consultants, agents or Sub-Contractors, or any person acting on the Service Provider's behalf from committing a Prohibited Act and shall enforce it where appropriate.

25.4 If the Service Provider, its Staff, consultants, agents or Sub-Contractors or any person acting on the Service Provider's behalf, in all cases whether or not acting with the Service Provider's knowledge breaches:

- 25.4.1 this clause 25; or
- 25.4.2 the Bribery Act 2010 in relation to this Contract or any other contract with the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract,

the Customer shall be entitled to terminate this Contract by written notice with immediate effect.

25.5 Without prejudice to its other rights and remedies under this clause 25, the Customer shall be entitled to recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from and against:

- 25.5.1 the amount of value of any such gift, consideration or commission; and

- 25.5.2 any other loss sustained by the Customer in consequence of any breach of this clause 25.

RECORDS AND AUDIT ACCESS

- 26.1 The Service Provider shall keep and maintain for six (6) Years after the date of termination or expiry (whichever is the earlier) of the Contract (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Goods and/or Services provided under it, the amounts paid by the Customer and records to trace the supply chain of all Goods and/or Services provided to the Customer in connection with this Contract.
- 26.2 The Service Provider shall keep the records and accounts referred to in clause 26.1 above in accordance with Good Industry Practice and generally accepted accounting principles.
- 26.3 The Service Provider shall afford the Customer and the Auditors access to the records and accounts referred to in clause 26.2 at the Service Provider's premises and/or provide copies of such records and accounts and/or permit Auditors to meet the Service Provider's Staff, as may be required by the Customer and/or the Auditors from time to time, in order that the Customer and/or the Auditors may carry out an inspection including for the following purposes:
- 26.3.1 to verify the accuracy of the Contract Price (and proposed or actual variations to them in accordance with this Contract), and/or the costs of all Service Provider (including Sub-Contractors) of the Services;
 - 26.3.2 to review the integrity, confidentiality and security of the Customer Data held or used by the Service Provider;
 - 26.3.3 to review the Service Provider's compliance with the DPA in accordance with this Contract and any other Laws;
 - 26.3.4 to review the Service Provider's compliance with its continuous improvement and benchmarking obligations set out in schedule 6 of the Framework Agreement;
 - 26.3.5 to review the Service Provider's compliance with its security obligations set out in clause 16;
 - 26.3.6 to review any books of account kept by the Service Provider in connection with the provision of the Service;
 - 26.3.7 to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - 26.3.8 to inspect the Customer's assets, including the Intellectual Property Rights, equipment, facilities and maintenance, for the purposes of

ensuring that the Customer's assets are secure and that any register of assets is up to date; and/or

- 26.3.9 to ensure that the Service Provider is complying with its obligations under this Contract, including but not limited to its obligations thereunder relating to the Modern Slavery Act 2015.
- 26.4 The Service Provider shall on request afford the Customer, the Customer's representatives and/or the Auditor access to such records and accounts as may be required by the Customer from time to time.
- 26.5 The Service Provider shall provide such records and accounts (together with copies of the Service Provider's published accounts) on request during the Contract Period and for a period of six (6) Years after termination or expiry of the Contract Period or the last Contract (whichever is the later) to the Customer and/or its Auditors.
- 26.6 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Service Provider or delay the provision of the Services or supply of Goods save insofar as the Service Provider accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.
- 26.7 Subject to the Service Provider's rights in respect of Confidential Information, the Service Provider shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each audit, including:
- 26.7.1 all reasonable information requested by the Customer within the scope of the audit;
 - 26.7.2 reasonable access to sites controlled by the Service Provider and to Equipment used in the provision of the Goods and/or Services; and
 - 26.7.3 access to the Staff.
- 26.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 26, unless the audit reveals a material Default by the Service Provider in which case the Service Provider shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

PREVENTION OF FRAUD

- 27.1 The Service Provider shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Service Provider (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.
- 27.2 The Service Provider shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur save where complying with this provision would cause the Service Provider or its Staff

to commit an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

27.3 If the Service Provider or its Staff commits any Fraud in relation to this or any other contract with a Contracting Authority or the Customer, the Customer may:

27.3.1 terminate the Contract with immediate effect by giving the Service Provider notice in writing; and/or

27.3.2 recover in full from the Service Provider and the Service Provider shall on demand indemnify the Customer in full from any loss sustained by the Customer in consequence of any breach of this clause 27 including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.

TRANSFER AND SUB-CONTRACTING

28.1 The Service Provider shall not assign, novate, Sub-Contract or in any other way dispose of the Contract or any part of it without Approval.

28.2 The Service Provider shall not substitute or remove a Sub-Contractor or appoint an additional Sub-Contractor without the prior written consent of ESPO and the Customer. Notwithstanding any permitted Sub-Contract in accordance with this clause 28, the Service Provider shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

FORCE MAJEURE

29.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing to the other Party.

29.2 Any failure or delay by the Service Provider in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-Contractor or Service Provider shall be regarded as due to Force Majeure only if that agent, Sub-Contractor or Service Provider is itself impeded by Force Majeure from complying with an obligation to the Service Provider.

29.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in clause 29.1 it shall immediately notify the other by the most

expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

- 29.4 If an event of Force Majeure event affects the Services, the Customer may direct the Service Provider to procure those Goods and/or Services from a third party Service Provider in which case the Service Provider will be liable for payment for the provision of those Goods and/or Services for as long as the delay in performance continues.
- 29.5 The Service Provider will not have the right to any payment from the Customer under this Contract where the Service Provider is unable to provide the Goods and/or Services because of an event of Force Majeure. However if the Customer directs the Service Provider to use a replacement Service Provider pursuant to sub-clause 29.4, then the Customer will pay the Service Provider (a) the Contract Price; and (b) the difference between the Contract Price and the new Service Provider's costs if, in respect of the Goods and/or Services that are subject to Force Majeure, the new Service Provider's costs are greater than the Contract Price.

WAIVER

- 30.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 30.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 40 (Notices).
- 30.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

CUMULATIVE REMEDIES

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

FURTHER ASSURANCES

Each Party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Contract.

VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

SEVERABILITY

- 34.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 34.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

MISTAKES IN INFORMATION

- 35.1 The Service Provider shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Service Provider in connection with the supply of the Goods and/or Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein, except where such mistakes are the fault of the Customer.

SERVICE PROVIDER'S STATUS

- 36.1 At all times during the Contract Period the Service Provider shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

CONFLICTS OF INTEREST

- 37.1 The Service Provider shall take appropriate steps to ensure that neither the Service Provider nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider or Staff and the duties owed to the Customer under the provisions of the Contract.
- 37.2 The Service Provider shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 37.1 above arises or is reasonably foreseeable.
- 37.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Service Provider and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Service Provider and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the either party.

- 37.4 This clause shall apply during the Contract Period and for a period of two (2) Years after expiry of the Contract Period.

ENTIRE AGREEMENT

- 38.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters.
- 38.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.
- 38.3 The Service Provider acknowledges that it has:
- 38.3.1 entered into the Contract in reliance on its own due diligence alone; and
 - 38.3.2 received sufficient information required by it in order to determine whether it is able to provide the Goods and/or Services in accordance with the terms of the Contract.
- 38.4 Nothing in clauses 38.1 and 38.2 shall operate to exclude Fraud or fraudulent misrepresentation.
- 38.5 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 39.1 A person who is not a Party to the Contract except ESPO or, as appropriate, the Trading Company in relation to its right to claim retrospective rebate from the Service Provider under the payment clause has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 39.2 The Parties agree that the Contracts (Rights of Third Parties) Act 1999 (CROTPA) shall apply to clause 14 to the extent necessary that any Former Service Provider and Replacement Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the Former Service Provider and the Replacement Service Provider by the Service Provider under that clause 14 in its own right pursuant to clause 1(1) of CROTPA.
- 39.3 No consent of any third party is necessary for any rescission, variation (including any release or compromise in whole or in part of liability) or termination of this Contract or any one or more clauses of it.

NOTICES

- 40.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.
- 40.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by electronic mail (confirmed by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 40.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- 40.3 For the purposes of clause 40.2, the address, email address of each Party shall be the address and email address set out in the Master Contract Schedule and/or any other Contract Document.
- 40.4 Either Party may change its address for service by serving a notice in accordance with this clause.

LEGISLATIVE CHANGE & LOCAL GOVERNMENT REORGANISATION

- 41.1 The Service Provider shall neither be relieved of its obligations under this Contract nor be entitled to an increase in the Contract Price as the result of a general change in law.
- 41.2 The Parties acknowledge that during the Term of this Contract the local government structure in the Customer's administrative areas may be subject to change. These administrative changes may give rise to the need for the Customer to terminate this Contract and/or seek its potential variation with any successor or assignee of the Customer. The Customer shall not be liable for any loss of any kind including, but not limited to, lost opportunity that may arise as a consequence of local government reorganisation.

DISPUTES AND LAW

42.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

42.2 Dispute Resolution

- 42.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute

to the level of the Customer's Representative and the Service Provider's Representative.

- 42.2.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 42.2.3 If the dispute cannot be resolved by the Parties pursuant to clause 42.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 42.2.5 unless:
- 42.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or
- 42.2.3.2 the Service Provider does not agree to mediation.
- 42.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Service Provider and the Staff shall comply fully with the requirements of the Contract at all times.
- 42.2.5 The procedure for mediation is as follows:
- 42.2.5.1 a neutral adviser or mediator ("**the Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("**CEDR**") to appoint a Mediator;
- 42.2.5.2 the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the mediation provider appointed by CEDR to provide guidance on a suitable procedure;
- 42.2.5.3 unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
- 42.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall

be binding on the Parties once it is signed by their duly authorised representatives;

42.2.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

42.2.5.6 if the Parties fail to reach agreement in the structured negotiations within sixty (60) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

SCHEDULE 1**SERVICE LEVELS AND SERVICE CREDITS (where appropriate)****1. SCOPE**

This schedule 1 sets out the Service Levels which the Service Provider is required to achieve when delivering the Services, the mechanism by which Service Failures will be managed and the method by which the Service Provider's performance of the Services by the Service Provider will be monitored. This schedule comprises:

Part A: Service Levels;

Appendix to Part A - Service Levels and Service Credits; and

Part B: Performance Monitoring.

PART A**SERVICE LEVELS****2. PRINCIPAL POINTS**

2.1 The objectives of the Service Levels and Service Credits are to:

- 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
- 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Service Provider's failure to deliver the level of Service for which it has contracted to deliver; and
- 2.1.3 incentivise the Service Provider to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

3. SERVICE LEVELS

- 3.1 The Appendix to this Part A of this schedule sets out Service Levels the performance of which the Parties have agreed to measure.
- 3.2 The Service Provider shall monitor its performance of each of the Services referred to in Appendix A by reference to the Service Level(s) for that part of the Service and shall send the Customer a report detailing the level of service which was achieved in accordance with the provisions of part B of this schedule 1.
- 3.3 If the level of performance of the Service Provider of any element of the Services during Contract Period:

- 3.3.1 fails to achieve a Service Level in respect of each element of the Service, then the Customer shall make a deduction from the Contract Charges in accordance with Appendix A to this schedule 1; or
- 3.3.2 constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract pursuant to clause 19.3

APPENDIX TO PART A**SERVICE LEVELS AND SEVERITY LEVELS**

Service Level	Description	Level Achieved	Service Credit Percentage	Level Achieved	Service Credit Percentage	Level Achieved	Service Credit Percentage
KPI 3 – Telephone Support Services	All calls to be answered within 30 seconds by the Service Providers personnel (Triage/Counsellor). If applicable and IVR/AVR is implemented the 30 seconds would commence from selection of the option by the user.	>99% (Greater than 99%)	0%	Between 97% and 99%	3% of the monthly Contract Charge	Below 97%	6% of the monthly Contract Charge
KPI 9 – Counselling Sessions	Initial counselling session offered to take place within 5 working days of first contact/assessment.	>98% (Greater than 99%)	0%	Between 96% and 98%	3% of the monthly Contract Charge	Below 96%	6% of the Monthly Contract Charge

The Service Credits shall be calculated on the basis of the following formula and worked examples:

Formula – The sum of the Service Credit Percentage for KPI 3 and KPI 9 based on the Service Level Management Information for the preceding month.	=	x% of the Contract Charges to be deducted from the next invoice payable by the Customer.
Worked example 1: Service Level achieved for KPI 1 99.5% (Service Credit Percentage = 0%) and 100% for KPI 9 (Service Credit Percentage of 0%). Therefore $0\% + 0\% = 0\%$	=	0% of the Contract Charges to be deducted from the next invoice payable by the Customer
Worked example 2:- Service Level achieved of KPI 1 of 98% (Service Credit Percentage = 3%) and 100% for KPI 9 (Service Credit Percentage of 0%). Therefore $3\% + 0\% = 3\%$	=	3% of the Contract Charges to be deducted from the next invoice payable by the Customer
The maximum percentage of the Contract Charges subject to service credit shall be 10% of the monthly Contract Charge.		

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Worked example 3:- Service Level achieved of KPI 1 of 95% (Service Credit Percentage = 6%) and 94% for KPI 9 (Service Credit Percentage of 6%). Therefore 6% + 6% = 12%	=	10% of the Contract Charges to deducted from the next invoice payable by the Customer (The maximum percentage of the Contract Charges subject to service credit shall be 10% of the monthly Contract Charges.

PART B

PERFORMANCE MONITORING

1. PRINCIPAL POINTS

- 1.1 This Part B provides the methodology for monitoring the Services:
 - 1.1.1 to ensure that the Service Provider is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Service Provider and/or delivery of the Services ("**Performance Monitoring System**").
- 1.2 Within 20 Working Days of the Commencement Date the Service Provider shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

2. REPORTING OF SERVICE FAILURES

- 2.1 The Customer shall report all failures to achieve Service Levels and any Critical Service Failure to the Customer in accordance with the processes agreed in paragraph 1.2 above.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 3.1 The Service Provider shall provide the Customer with reports in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
 - 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that period;
 - 3.1.3 any Critical Service Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Customer may reasonably require from time to time.

- 3.2 The Parties shall attend meetings to discuss Service Level reports ("Performance Review Meetings") on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Service Provider and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 3.2.1 take place within one (1) week of the reports being issued by the Service Provider;
 - 3.2.2 take place at such location and time (within Normal Business Hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 3.2.3 be attended by the Service Provider's Representative and the Customer's Representative; and
 - 3.2.4 be fully minuted by the Service Provider. The prepared minutes will be circulated by the Service Provider to all attendees at the relevant meeting and also to the Customer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Service Provider's representative and the Customer's Representative at each meeting.
- 3.3 The Customer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Service Provider shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Service Provider and the calculations of the amount of Service Credits for any specified period.

4. SATISFACTION SURVEYS

- 4.1 In order to assess the level of performance of the Service Provider, the Customer may undertake satisfaction surveys in respect of the Service Provider's provision of the Services.
- 4.2 The Customer shall be entitled to notify the Service Provider of any aspects of their performance of the Services which the responses to the satisfaction surveys reasonably suggest are not in accordance with the Contract.
- 4.3 All other suggestions for improvements to the Services shall be dealt with as part of the continuous improvement programme pursuant to paragraph 3 of schedule 6 of the Framework Agreement.

SCHEDULE 2

IMPLEMENTATION PLAN AND MILESTONES

1. IMPLEMENTATION PLAN

- 1.1 The Service Provider shall supply the Goods and/or Services in accordance with the Implementation Plan that it submitted to the Customer prior to the Commencement Date which shall be incorporated into the Master Contract Schedule and/or any other Contract Document.
- 1.2 If so required by the Customer, the Service Provider shall produce a further version of the Implementation Plan (based on the plan specified in the Master Contract Schedule or any other Contract Document) in such further detail as the Customer may reasonably require. The Service Provider shall ensure that each version of the Implementation Plan is subject to Approval. The Service Provider shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services and/or provision of the Goods.
- 1.3 The Customer shall have the right to require the Service Provider to include any reasonable changes or provisions in each version of the Implementation Plan.

2. MILESTONES

- 2.1 The Service Provider shall perform its obligations so as to meet each Milestone by the Milestone Date.
- 2.2 Changes to the Milestones shall only be made in accordance with the Variation Procedure and provided that the Service Provider shall not attempt to postpone any of the Milestones using the Variation Procedure or otherwise (except in the event of a Customer Default which affects the Service Provider's ability to achieve a Milestone by the relevant Milestone Date).
- 2.3 If a Milestone has not been achieved by the relevant Milestone Date, the Service Provider shall pay to the Customer Delay Payments in accordance with the table above for each day of delay from and including the relevant Milestone Date until and including the date on which the relevant Milestone criteria are actually achieved and the Customer provides the Service Provider with confirmation in writing of its satisfaction that the Milestone has been met.
- 2.4 No payment or concession to the Service Provider by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments pursuant to the provisions of this Schedule or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver has been signed by the Customer, expressly made in writing by the Customer and refers specifically to a waiver of the Customer's rights to claim Delay Payments.
- 2.5 The Customer's rights to claim Delay Payments pursuant to this Contract shall be without prejudice to any right of the Customer to claim damages for breach.

FRAMEWORK SCHEDULE 4 - ORDERING PROCEDURE

1. INTRODUCTION

If any Customer (including ESPO) decides to source the Goods and/or Services through the Framework then it will award its Goods and/or Services Requirements in accordance with the procedure in this Framework Schedule and the requirements of the Regulations and the Guidance.

AWARD PROCEDURE (DIRECT CALL OFF)

1.1 If a Customer can determine that:

- 1.1.1 the Service Provider provides the most economically advantageous solution in respect of the Customer's Goods and/or Services Requirements; and
- 1.1.2 all of the terms of the proposed contract are laid down in this Framework Agreement and do not require amendment or any supplementary terms and conditions;

then the Customer may submit a Form of Contract together with a Master Contract Schedule to the relevant Framework Service Provider which shall be signed by both parties.

For the avoidance of doubt the Framework Charges shall apply to all Contracts entered into or orders placed by a Customer in accordance with this paragraph.

1.2 If all of the terms of the proposed contract are **not** laid down in this Framework Agreement and a Customer:

- 1.2.1 requires the Service Provider to develop proposals or a solution in respect of such Customer's Goods and/or Services Requirements; and/or
- 1.2.2 needs to amend or refine the terms of the Contract to reflect its Goods and/or Services Requirements to the extent permitted by and in accordance with the Regulations and Guidance;

then the Customer shall follow the procedures set out in the Award Procedure (Further Competition).

AWARD PROCEDURE (FURTHER COMPETITION)

2.1 CUSTOMER'S OBLIGATIONS

Any Customer ordering Goods and/or Services under the Framework through a further competition should:

- 2.1.1 develop a Statement of Requirements setting out its requirements for the Available Goods and/or Services and identify the Framework Service Providers capable of supplying the Goods and/or Services;
- 2.1.2 refine the terms of the Contract to reflect its Goods and/or Services Requirements only to the extent permitted by and in accordance with the requirements of the Regulations and Guidance;
- 2.1.3 invite tenders by conducting a further-competition for its Goods and/or Services Requirements in accordance with the Regulations and Guidance and in particular:
 - (a) invite the Framework Service Providers to develop a proposed statement of work (covering Goods and/or Services as applicable) setting out their respective proposals in respect of such Customer's Statement of Requirements ("Statement of Work") and invite the Framework Service Providers to submit a tender in writing for each specific contract to be awarded by giving written notice by email to the relevant Service Provider Representative of each Framework Service Provider;
 - (b) set a time limit for the receipt by it of the tenders which takes into account factors such as the complexity of the subject matter of the contract and the time needed to submit tenders; and
 - (c) keep each tender confidential until the time limit set out in paragraph 2.1.3 (b) above has expired.
- 2.1.4 apply the Further Competition Award Criteria to the Framework service providers' compliant tenders submitted through the further competition as the basis of its decision to award a Contract for its Goods and/or Services Requirements;
- 2.1.5 on the basis set out above, award its Goods and/or Services Requirements by awarding a contract to the successful Framework Service Provider which:
 - (a) states the Goods and/or Services Requirements;
 - (b) states the Statement of Work submitted by the successful Framework Service Provider;
 - (c) states the charges payable for the Goods and/or Services Requirements in accordance with the tender submitted by the successful Framework Service Provider; and

- (d) incorporates the terms of the Contract applicable to the Goods and/or Services,

2.1.6 Notify unsuccessful Framework Service Providers of the outcome of the further competition process.

2.1.5 The Customer will send to the awarded Framework Service Provider a Form of Contract and Master Contract Schedule for signature by the Framework Service Provider which shall be returned to the Customer to sign. The Customer shall return one copy of the Form of Contract and Master Contract Schedule and supply the other to the Framework Service Provider.

2.2 THE CONTRACTOR'S OBLIGATIONS

The Service Provider will in writing, by the time and date specified by the Customer in accordance with paragraph 2.2.2 (b) provide the Customer with either:

- 2.2.1 a statement to the effect that it does not wish to tender in relation to the relevant Goods and/or Services Requirements; or
- 2.2.2 the Statement of Work and full details of its tender made in respect of the relevant Statement of Requirements. In the event that the Service Provider submits a Statement of Work, it should include, as a minimum:
 - (a) an email response subject line to comprise unique reference number and Service Provider's name, so as to clearly identify the Service Provider;
 - (b) a brief summary, in the email, stating whether or not the Service Provider is bidding for the Statement of Requirements;
 - (c) a proposal covering the Goods and/or Services Requirements;
 - (d) CVs of Key Personnel – as a minimum any lead consultant, with others, as considered appropriate along with required staff levels.
- 2.2.3 The Service Provider shall ensure that any prices submitted in relation to a further competition held pursuant to this paragraph shall be based on the Charging Structure and take into account any discount to which the Customer may be entitled as set out in Framework Schedule 2 (Charging Structure).
- 2.2.4 The Service Provider agrees that:
 - (a) all tenders submitted by the Service Provider in relation to a further competition held pursuant to this paragraph shall

remain open for acceptance by the Customer for ninety (90) Working Days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with the Ordering Procedure); and

- (b) all tenders submitted by the Service Provider are made in good faith and that the Service Provider has not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person. The Service Provider certifies that it has not and undertakes that it will not:
 - (i) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the offer; and
 - (ii) enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

2. E-AUCTIONS

- 2.1 One or more Customers may use an electronic reverse auction to evaluate tenders and award a Contract as part of a further competition process. The Service Provider shall comply with documentation issued by the relevant Customer in connection with the e-auction.

3. NO AWARD

- 3.1 Notwithstanding the fact that the Customer has followed a procedure as set out above, the Customer shall be entitled at all times to decline to make an award for its Goods and/or Services Requirements. Nothing in this Framework Agreement shall oblige any Customer to enter into a Contract for the Goods and/or Services or to accept any tenders that may be received.

4. RESPONSIBILITY OF AWARDS

- 4.1 The Service Provider acknowledges that each Customer is independently responsible for the conduct of its award of a Contract under the Framework and that ESPO is not responsible or accountable for and shall have no liability whatsoever in relation to:-
 - (a) the conduct of Customers in relation to the Framework; or
 - (b) the performance or non-performance of any Contracts between the Service Provider and Customers entered into pursuant to the Framework.

FRAMEWORK SCHEDULE 5 - FURTHER COMPETITION AWARD CRITERIA

The following criteria shall be applied to the Goods and/or Services set out in the Service Provider's compliant tenders submitted through the Further Competition Procedure:

AWARD CRITERIA	
Price	40%
Quality	50%
Social Value	10%

In any event the same criteria (or closely associated) as those used in the establishment of the Framework Agreement must be used.

ESPO and/or Customers may vary the weightings provided that they are relevant and proportionate to the requirements of the Order and communicated to tenderers.

FRAMEWORK SCHEDULE 6 - VALUE FOR MONEY**1. BACKGROUND**

- 1.1 The Service Provider acknowledges that ESPO wishes to ensure that the Goods and/or Services, represent value for money for its Customers throughout the Term of this Framework Agreement.
- 1.2 This Framework Schedule sets out the following processes to ensure this Framework Agreement represents value for money throughout the Term:
 - 1.2.1 Benchmarking;
 - 1.2.2 Continuous Improvement;

2. BENCHMARKING

- 2.1 Frequency, Purpose and Scope of Benchmark Review
 - 2.1.1 ESPO shall not be entitled to request a Benchmark Review during the six (6) Month period from the Commencement Date nor at intervals of less than twelve (12) Months after any previous Benchmark Review.
 - 2.1.2 The purpose of a Benchmark Review will be to establish whether the Benchmarked Rates are, individually and/or as a whole, good value.
 - 2.1.3 The rates that are to be the benchmarked rates will be identified by ESPO in writing.
- 2.2 Benchmarking Process
 - 2.2.1 The Service Provider shall produce and send to ESPO a benchmark report which shall include:
 - 2.2.1.1 the product and/or rates identified by ESPO in accordance with clause 2.1.3.
 - 2.2.1.2 a description of the benchmarking methodology used by the Service Provider.
 - 2.2.1.3 the items utilised in the comparison of the Service Provider's rates.
 - 2.2.1.4 the market intelligence utilised in the process including any relevant published information.
 - 2.2.1.5 a clear statement of the Service Provider's own benchmarked rates.

- 2.2.1.6 demonstrate the extent to which the Service Provider's rates remain competitive against the average of the comparison rates.
- 2.2.2 The Service Provider shall provide evidence of the extent to which exchange rates, import tax or other such levies may influence the Service Provider's rates, and/or major events affecting its supply chain.
- 2.2.3 The Service Provider shall also provide information on any other reasonable factors which if not taken into account could unfairly cause the Service Provider's rates to appear non-competitive.
- 2.2.4 The Service Provider agrees to vary his rates to equal those of the benchmarked rates if so required by ESPO by formal notification in writing specifying the date from which the varied rates shall apply ("Implementation Date") and to apply such rates to the Customer Contracts in being at the Implementation Date.

3. CONTINUOUS IMPROVEMENT

- 3.1 The Service Provider shall adopt a policy of continuous improvement in relation to the Goods and/or Services pursuant to which it will regularly review with ESPO the Services and the manner in which it is providing the Goods and/or Services with a view to reducing ESPO's costs (including the Framework Prices), the costs of Customers and/or improving the quality and efficiency of the Goods and/or Services. The Service Provider and ESPO will provide to each other any information which may be relevant to assisting the objectives of continuous improvement and in particular reducing costs.

FRAMEWORK SCHEDULE 7 - MANAGEMENT INFORMATION REQUIREMENTS

MANAGEMENT INFORMATION

1. GENERAL REQUIREMENTS

- 1.1 The Service Provider shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to ESPO in accordance with the provisions of this Framework Schedule.
- 1.2 The Service Provider shall also supply such management information as may be required by a Customer in accordance with the terms of a Contract.
- 1.3 The Service Provider will be provided with one month's written notice of any significant changes to management information reporting requirements (including changes to MI Templates and reporting frequencies).

2. MANAGEMENT INFORMATION REPORTS

- 2.1 The Service Provider agrees to provide full, accurate and complete MI Reports to ESPO which incorporates the data, in the correct format, required by the MI Reporting Template. The initial MI Reporting Template is set out in the Annex to this Framework Schedule.

3. FREQUENCY AND COVERAGE

- 3.1 All MI Reports must be completed by the Service Provider using the MI Reporting Template and returned to ESPO on or prior to the Reporting Date every 3 months during the Term and thereafter, until all transactions relating to Contracts have permanently ceased.
- 3.2 The MI Report should be used (among other things) to report Contracts entered into, orders received and transactions with values occurring during the quarter to which the MI Report relates, regardless of when the work was actually completed. Each Contract entered into by the Service Provider must be reported only once when the Contract is entered into.
- 3.3 The Service Provider must return the MI Report for each 3 months even where there are no transactions to report in the relevant 3 months; referred to as a **"Nil Return"**.

4. DEFAULT RETROSPECTIVE REBATE

- 4.1 If the Service Provider (for any reason) fails to submit a valid MI Report then ESPO shall be entitled to charge a "Default Retrospective Rebate" which shall be calculated as the higher of:
 - 4.1.1 the average Retrospective Rebate paid or payable by the Service Provider to ESPO and the Trading Company based on any Management Information submitted in the preceding period; or

- 4.1.2 a sum based on Management Information collated by ESPO from customer information and records which in ESPO's reasonable opinion properly reflects the level of business conducted by the Service Provider under this Framework Agreement throughout the period covered by the MI Default.

5. SUSPENSION AND TERMINATION RIGHTS

- 5.1 Notwithstanding any other rights available to ESPO in this Framework Schedule, ESPO may terminate or suspend this Framework Agreement pursuant to clause 26 (Termination) in the event of a Consistent Failure or a material default occurs.

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

REPORTING ANNEX – MI REPORTING TEMPLATE

Supplier	
Customer Name (No Abbreviations)	
Customer Address	
Postcode	
Customer Category	
Customer email address	
Customer Contract Start Date	
Customer Contract End Date	
Customer Contract Available Extension	
Total Annual Value of Contract or Order(s) Exc. VAT	
Total Value of Contract or Order(s) Exc. VAT	
Value of Invoice(s) Raised during this MI/rebate period Exc. VAT	
Rebate due to ESPO this MI/rebate period Exc. VAT	
Service(s) Supplied	
Service Details	
Procurement Route	
Framework Lot Number	
Type of Social Value delivered	
Value (£) of Social Value delivered	

FRAMEWORK SCHEDULE 8 - MARKETING

This Framework Schedule describes the activities that the Service Provider will carry out as part of its on-going commitment to the marketing of this Framework Agreement to Customers and should be read in conjunction with Framework Schedules 1 (The Goods and/or Services) and 2 (Charging Structure).

Upon completion of the tender evaluation exercise and prior to the commencement of the Framework Agreement, ESPO will incorporate what has been agreed in relation to on-going commitment to marketing.

TO BE INSERTED

FRAMEWORK SCHEDULE 9 - COMMERCIALLY SENSITIVE INFORMATION (IF ANY)

Please note: where any information listed in this Commercially Sensitive Information Schedule is considered to be Management Information for the purposes of clause 15 of the Framework Agreement and is provided by the Service Provider to ESPO, ESPO may disclose the Management Information to Customers in accordance with clause 15 of this Framework Agreement.

The Service Provider's completed Commercially Sensitive Information form supplied with its tender shall be incorporated into this schedule.

TO BE INSERTED

FRAMEWORK SCHEDULE 10 - FRAMEWORK MANAGEMENT INCLUDING SERVICE LEVELS AND KEY PERFORMANCE INDICATORS

1. INTRODUCTION

- 1.1 The successful delivery of this Framework Agreement will rely on the ability of the Service Provider and ESPO in developing a strategic relationship immediately following award and maintaining this throughout this Framework Agreement.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality management information, and the sharing of information between the Service Provider and ESPO.
- 1.3 This Schedule outlines the general structures and management activities that the Parties shall follow during the Term of this Framework Agreement.

2. FRAMEWORK MANAGEMENT

2.1 Framework Management Structure

- 2.1.1 The Service Provider shall provide a suitably qualified nominated contact (the "**Framework Manager**") who will take overall responsibility for delivering the services required within this Framework Agreement, as well as a suitably qualified deputy to act in their absence.
- 2.1.2 The Service Provider shall put in place a structure to manage the Framework in accordance with Schedule 1 (Goods and/or Services) and to the Service Levels and KPIs as set out in the Annex to this Schedule.
- 2.1.3 A full governance structure for the Framework will be agreed between the Parties during Framework Agreement implementation stage.

2.2 Framework Review Meetings

- 2.2.1 Regular performance reviews will take place throughout the Framework Agreement ("**Framework Review Meetings**"). The Service Provider's Representative and the ESPO Representative shall hold a Framework Review Meeting every 6 months.
- 2.2.2 The exact timings and frequencies of such Framework Review Meetings will be determined by ESPO following award of the Framework Agreement. It is anticipated that during the first 12 months of the Framework Agreement the structure and frequency of the meetings will be as set out in clause 2.2.1. Flexibility from both Parties will be expected over the frequency, timings and content of these reviews.
- 2.2.3 ESPO sees these meetings as a vital element in developing a strategic relationship with the Service Provider and to promote the building of a positive working relationship. The content of these meetings will be

agreed between both Parties at least 14 days before the date of the Framework Review Meeting.

2.2.4 The Framework Review Meetings shall consider both strategic and operational aspects of the framework. The Framework Review Meetings shall as a minimum focus on:

Strategic aspects:

- (a) Overall framework performance including Service Provider's supply chain performance, including an assessment of SME's being used to supply and/or deliver goods and/or services;
- (b) Efficiency opportunities, e.g. cost drivers (Service Provider and ESPO);
- (c) Benchmarking including progress against Government efficiency targets;
- (d) Market conditions (UK/Global market share, financials);
- (e) Policy updates including emerging government initiatives;
- (f) Security and risk management.

Operational aspects:

- (a) Transition and on-boarding of key new customers (milestones and progress against targets) including contract compliance and Service Provider sector strategies (*key customers can be defined as those of whom are of a strategic importance to the success of the framework*);
- (b) Compliance against key performance indicators (KPI's) (e.g. response times, up time, first time fix rates, no. of units sold, volume of prints, exceptions reports);
- (c) Framework revenue and savings performance, submission of management information, sector revenue performance;
- (d) Incident and problem management including Service Provider helpdesk performance;
- (e) Forward planning, opportunities and future efficiencies including standardisation and rationalisation;
- (f) Customer satisfaction (quality of Goods, delivery of service etc);
- (g) New product roadmaps;
- (h) Support to category team relating to cashable benefits;

- (i) Environmental savings and initiatives and impact on environment;

3. SERVICE LEVELS

- 3.1 The Service Provider shall be required to deliver Goods and/or Services through this Framework Agreement in accordance with the service levels set out in Schedule 1 (The Goods and/or Services).
- 3.2 ESPO reserves the right to adjust and revise these service levels during the Framework Agreement, however any significant changes will be agreed between ESPO and the Service Provider.

4. SERVICE LEVELS FOR CUSTOMERS

- 4.1 The service levels set out in Schedule 1 (Goods and/or Services) shall be the minimum services levels applicable to all Customers accessing this Framework Agreement together with the service levels set out in the Call-Off Terms.

5. KEY PERFORMANCE INDICATORS ***NB to be completed as appropriate***

- 5.1 The Key Performance Indicators (KPIs) applicable to this Framework Agreement are set out in the table below.
- 5.2 The Service Provider shall establish processes to monitor its performance against the agreed KPIs in order to report progress to the Customer. The Service Provider shall at all times ensure compliance with the standards set by the KPIs.
- 5.3 ESPO shall review progress against these KPIs to evaluate the effectiveness and efficiency of which the Service Provider performs its obligation to fulfil the Framework Agreement.
- 5.4 The Service Provider's achievement of KPIs shall be reviewed during Framework Review Meetings, in accordance with paragraph 2.2 above, and the review and ongoing monitoring of KPIs will form a key part of the framework management process as outlined in this Schedule.
- 5.5 The Service Provider shall provide a quarterly report on its performance against each of the KPIs listed in Annex A (and /or any KPIs introduced as per paragraph 5.6 below).
- 5.6 ESPO reserves the right (acting reasonably) to adjust, introduce new, or remove KPIs throughout the Contract Period; however any significant changes to KPIs shall be agreed between ESPO and the Service Provider.

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ANNEX A

KEY PERFORMANCE INDICATORS

The following default KPIs will be initially applied by ESPO from the Commencement Date of this Framework Agreement.

Performance Criteria	Key Indicator	Performance Measure
Complaints Resolution	Resolution of Customer complaints	100% of complaints to be responded to within 2 working days of receipt of the complaint. 98% of complaints to be resolved or have an agreed action plan in place within 10 working days.
Return of MI	Accuracy/ Timeliness	The Service Provider shall ensure that no less than 11 separate monthly returns are made correct and on time (by 7 th of each month) in each calendar year
Update of information to ESPO (e.g. contact details etc)	Number of occurrences of inaccurate information annually.	No more than one discrepancy identified in any 1 calendar year
Invoicing	Accurate	98% accuracy rate every month

Appendix A - Variation Form

This form is to be used in order to change a contract in accordance with Clause 33.

Contract Details		
This variation is between:	"the Customer And [insert] name of Service Provider ("the Service Provider")	
Contract name:	[insert] name of contract to be changed] ("the Contract")	
Contract reference number:	[insert] contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete] as applicable: Customer/Service Provider	
Variation number:	[insert] variation number]	
Date variation is raised:	[insert] date]	
Proposed variation		
Reason for the variation:	[insert] reason]	
An Impact Assessment shall be provided within:	[insert] number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Service Provider to insert] assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: stomer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert] amount]
	Additional cost due to variation:	£ [insert] amount]
	New Contract value:	£ [insert] amount]

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Customer.
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the Customer.

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Service Provider

Signature

Date

Name (in Capitals)

Address

● **Ministry of Justice**

Employee Assistance Programme (EAP) Contract Specification

ESPO FRAMEWORK REFERENCE NUMBER: 985B_23
Lot 2 Employee Assistance Programmes

The Authority REFERENCE NUMBER: prj_14187

Requirements

Contents

1. Glossary
2. Introduction
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16. Performance & Contract Review Meetings
17. Exit
18. Appendix's

1. Glossary

Employee – An individual employed by the Authority or an approved user.

Approved Premises – premises that provide intensive supervision for those who present a high or very high risk of serious harm. They are mostly used for people on license but also accommodate small numbers on bail or community sentences.

Arm's Length Bodies – public bodies that operate independently of Government departments, delivering public services with a degree of autonomy.

Clinical Best Practice - will align to the code of ethics set out by the governing body.

Clinically Effective Method - clinical evaluation made of the presenting issues at the assessment, different therapies are more appropriate for certain presenting conditions, as detailed in the nice guidelines. (e.g. EMDR for Trauma, CBT for anxiety/depression).

Clinical Measures - GAD 7 and PHQ 9 that are used to measure/gage the improvement/efficacy of the intervention and persons improvement.

CBT - Cognitive Behavioural Therapy

cCBT - Computerised Cognitive Behavioural Therapy (MoJ Only)

Cultural Competence - the ability to understand and affectively interact with individuals from diverse cultural backgrounds.

DPIA – Data Protection Impact Assessment

EIA – Equality Impact Assessment

EMDR - Eye Movement Desensitisation and Reprocessing

HMCTS – His Majesty's Courts & Tribunal Service.

Overseas Territories - Anguilla, Anguilla Probation Service, Bermuda, BVI, Cayman, Cyprus, Falklands, Gibraltar, Montserrat, St Helena.

Probation – community supervision that allows offenders to avoid prison time by complying with specific conditions and rules set by the court.

Probation Services – staff are responsible for ensuring those members of the public on probation are supervised.

Public Sector Prisons – directly run by Government with HMPPS responsible for the operations, staffing and policy implementation.

Service Provider – the supplier of EAP services.

The Authority – the Ministry of Justice (including HMPPS).

Organisational Peer Support Initiatives:

Mental Health Allies – offering an internal signposting service

Mental Health Champions – supporting colleagues and offering internal signposting service

Staff Support and Wellbeing Leads – internal, regional base, strategic wellbeing support Trauma Risk Management (TRiM) internal, trauma focused peer support system

Staff Networks – Pride in Prison and Probation (PiPP) Racial Inclusion and Striving for Equality (RISE), Supporting the Workplace In Menopause (SWIM, Transgender Employee Support Team (TrEST), RISE, Disability, Advocacy, Wellbeing Network (DAWN) (list is not exhaustive)

The Charity for Civil Servants – external charity

Civil Service Sports Council – external membership organisation for Civil Servants

The Civil Service Retirement Fellowship – external charity

2. Introduction

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

This document outlines the service requirements of the Ministry of Justice (The Authority), including its Arm's Length Bodies (ALBs) and His Majesty's Prison and Probation Services (HMPPS) for the provision of an Employee Assistance Programme (EAP).

The Contract will be for 5 years with a break clause at the end of year 3 & 4 and with a contract value of £7,825,000.00.

The Pricing Schedule includes indicative volumes and the completion of a Non-Disclosure Agreement (NDA) is required. Details of volumes can be accessed by completion of the NDA including signature and returning to The Authority via Jaggaer through a message. Once MoJ Commercial have reviewed and counter signed, a copy of the Pricing Schedule will be issued.

Tenderers should note that all requirements of this specification are mandatory and in addition to those specified in the 985B_23 ESPO Framework which this contract is drawn from.

The Service Provider will liaise directly with the Authority HR Services Team and the Authority Commercial Team on all elements of delivery, operational implementation and contract management.

The Service Provider is required to provide secure access to all services across all the Authorities UK locations and, where required, overseas. Please see Annex A for maps.

The Service Provider will be required to develop a comprehensive understanding of the work of each of the business areas of the Authority (including His Majesty's Courts and Tribunals Service, Public Sector Prisons, the Probation Service and HQ functions), including an awareness of the serious and untoward incidents which may occur. They will be required to become familiar with the culture and practices of the individual business areas.

The Service Provider will be expected to work collaboratively with The Authority personnel responsible for Occupational Health, Attendance and Resourcing policies, HR Service Delivery, and Shared Services (via the HR Services Contract Management team). This will be to develop cost effective, efficient solutions to ensure that a high quality and timely service is delivered to both employee's and management.

Full accessibility for all, including alternative delivery formats for example but not limited to: text, Secure Video Conference, telephone, Braille.

Volumes provided are indicative and may fluctuate, they cannot be guaranteed these can be located in the pricing schedule.

Pricing and Costs

The maximum budget for the delivery of this contract is set at £7,825,000.00 however this is not guaranteed and is based on usage and volume. This is based on the potential total amount payable exclusive of VAT and inflation as estimated by The Authority including any form of potential options under the Contract.

The Supplier's Pricing Schedule submission will be called-off from throughout the duration of the Contract. All prices submitted by The Service Provider must be provided exclusive of VAT and exclude inflation.

With regards to inflation, the contract costs will be fixed for the initial 3-year term of the contract and a price increase can be requested by submission 6 months prior to the end of year 3 for delivery within year 4 and again 6 months prior to the end of year 4 for delivery in year 5. This will be subject to a maximum uplift in line with Core Consumer Price Index (which excludes energy, food, alcohol and tobacco). All price increase requests must be submitted to The Authority for approval 6 months in advance of the following years and a contract variation must be signed.

3. Background to the Authority

The Authority works to protect the public and reduce reoffending, and to provide a more effective, transparent and responsive criminal justice system for victims and the public.

The Authority has responsibility for different parts of the justice system – including the courts, prisons, probation services and attendance centres. We work in partnership with the other government departments and agencies to reform the criminal justice system, to serve the public and support the victims of crime.

The Authority & Arm's Length Public Bodies (ALBs)

These include:

- His Majesty's Prison and Probation Service (HMPPS)
- His Majesty's Court and Tribunals Service (HMCTS)
- Criminal Injuries Compensation Authority (CICA)
- Legal Aid Agency (LAA)
- Office of the Public Guardian (OPG)
- Children and Family Court Advisory and Support Services (CAFCASS)
- Criminal Cases Review Commission
- Judicial Appointments Commission (JAC)
- Legal Services Board
- Parole Board (PB)
- Youth Justice Board for England and Wales (YJB)
- Advisory Committees on Justices of the Peace
- Civil Justice Council
- Civil Procedure Rule Committee
- Criminal Procedure Rule Committee
- Family Justice Council
- Family Procedure Rule Committee

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- Independent Advisory Panel on Deaths in Custody
- Insolvency Rules Committee
- Law Commission (inc Law Commissioners)
- Prison Service Pay Review Body
- Sentencing Council for England and Wales
- Tribunal Procedure Committee
- Academy for Social Justice
- HM Inspectorate of Prisons
- HM Inspectorate of Probation
- Independent Monitoring Boards (staff and volunteers)
- Judicial Appointments and Conduct Ombudsman
- Judicial Office ***standalone requirements detailed in this specification**
- The Legal Ombudsman
- Official Solicitor and Public Trustee
- Prisons and Probation Ombudsman
- Victims' Commissioner
- Office of Legal Complaints
- Independent Commission of Reconciliation and information recovery

The Authority is a large government department with a total headcount of c99,195 employees as of December 2024. The Authority's employee base is extremely diverse and geographically dispersed.

Please note that these figures are subject to change. The EAP service will be made available to all permanent Authority employees, the Service Provider shall make services available to defined groups, where the Authority gives prior instruction and approval. This could increase or decrease dependent on organisational and policy changes through the life of the contract.

HMPPS

His Majesty's Prison and Probation Service (HMPPS) is an Executive Agency of the Authority. Our role is to carry out sentences given by the courts, in custody and the community, and rehabilitate people in our care through education and employment, ensuring best value for money from public resources.

Staff roles within HMPPS are challenging where trauma may be more prevalent. These are roles such as prison and probation officers.

We have challenges within the prison service which the support needs to be tailored around. Examples of these are IT limitations, staffing challenges and roles which are required 24 hours a day, all year around.

Our staff's mental health is paramount. We require an effective programme to ensure they are supported through their challenges, so their mental health remains well.

In addition to 108 Public Sector Prisons, HMPPS have over 90 Approved Premises, and a further 374 probation sites covering virtually every town and city in England and Wales.

The Authority Headquarters offices also cover the breadth of England and Wales. Please see Annex A for these maps. The sites presented on the maps are subject to change.

The Service Provider must have access to a comprehensive UK wide network of counsellors available to deliver the services below.

4. Core services

These are the vital services required to ensure our staff's wellbeing needs are met.

All services to be delivered by qualified counsellors or practitioners (excluding the triage process and some training sessions) holding the appropriate qualifications (see section 7 for all qualifications in relation to the services below).

The Service Provider shall deliver the following core services which include, but are not limited to:

- **EAP Helpline, Support, Advice, and Information**

A 24/7 free-phone helpline will be offered in one of the following two formats:

- i. Qualified counsellors will offer in the moment counselling advice and signposting to onward support services and/or inhouse short term counselling programme.
- ii. A triage service where calls are answered by fully trained/qualified call handlers who will offer relevant signposting to further support services and/or will warm transfer (hand-off without placing the caller on hold) to a qualified counsellor where appropriate, for in the moment counselling advice or onward support services and/or inhouse short term counselling programme.

- **Programme of short-term focused counselling**

Qualified counsellors to deliver support, advice, and information, based on assessment of the individual's presenting issues and providing the most appropriate therapeutic interventions to ensure that the individual user's needs/requirements are met.

The short-term therapy model to be utilised will be up to six sessions (plus two further sessions if assessed as clinically appropriate by the Service Provider's clinical supervisor).

Face to face counselling (where required) on either the Authority's premises or, in a mutually agreeable venue within an hour travelling time by public transport from the Employee's workplace or home.

The Service Provider will provide support to Employee's working in overseas territories via video conferencing such as, Teams, Zoom and Skype or by Telephone.

- **Critical incident support**

A 24/7 response service from trauma practitioners to support those affected by workplace traumatic situations.

- **Reflective Sessions**

One to one and/or group sessions with a qualified counsellor providing a preventative and proactive session enabling a reflective approach to look at the impacts of life on work and work on life. Delivered by telephone, virtually and face to face. This is not a therapeutic approach.

- **Digital Services - Online Portal/Mobile Phone App**

A mobile device compatible application/App (for smartphones and tablets on Android and iOS), that allows Employee's to access EAP services and a variety of wellbeing content.

A webpage/portal and mobile app with on-line counselling options.

- **Education, Support and Training**

Service Provider to deliver a variety of workshops and webinars to support Employee's and managers. These will be delivered by trained practitioners to enhance an individual's wellbeing. These will be at the Authority's request.

- **Managers Advice Line**

Advice to the Authority's managers to support undertaking their duty of care to staff telephone line.

- **Psychological Services**

These include but are not limited to CBT and EMDR, including Dialectical Behavioural Therapy (DBT), Acceptance and Commitment Therapy (ACT), and Emotional Freedom Technique (EFT).

- **Online cCBT (computerised Cognitive Behavioural Therapy) - MoJ Only**

Access to online cCBT

- **Promotion of Services**

Promotion of the EAP through attendance at regional and national roadshows and events and through promotional digital content and merchandise.

This service will be on an adhoc basis which will be agreed with the Authority and Service Provider annually however, this is not guaranteed.

5. Additional Services

These are services which are required, however are not required at the start of the contract

- **Mediation**

Fully qualified practitioners to mediate between two or more Employee's and to try to facilitate a resolution so that individuals can continue to work together. Please see section 7 for more detail surrounding qualification standards.

6. Service Details

EAP Helpline, Support, Advice, and Information (Self-Referral Service)

The EAP Service Provider will supply a secure free telephone advice line, information, support, and counselling by either:

1. Qualified counsellors will offer in moment counselling. They will undertake assessments to determine if an individual is eligible for short-term focussed counselling and route the individual to a brief therapy counsellor. Please refer to section 7 regarding the qualifications required.
2. Triage Service. Calls are answered by a call handler (trauma and adult safeguarding trained) who will determine next steps following the conversation. A warm transfer (i.e. without placing the individual on hold) to be completed to a qualified counsellor where appropriate who will then undertake assessments to determine if an individual is eligible for a brief therapy model counselling and route the individual to a short-term focussed counsellor.

For either option delivered by the Service Provider, the following is required:

The service to be available by free phone 24 hours a day, 7 days per week, 365 days per year (366 days for a leap year).

The Service Provider will be required to route Employees who are identified as being at risk ('red flag') to a counsellor (if triage service) for immediate support (e.g. at risk of taking their own life, self-harm or medical emergencies) and/or forward Employee's details immediately to emergency NHS Primary Care/A&E. As part of mobilisation, the Service Provider will provide their risk assessment process to identify 'red flag' scores for our approval prior to service commencement.

If Service Provider is offering a non-triage service i.e. call is answered by a counsellor, red flag cases will be supported during the call and Employee's details immediately forwarded to emergency NHS Primary Care/A&E.

The Service Provider shall have arrangements in place for the telephone support services to enable Employee's with neurodiverse conditions, hearing, or speech difficulties and/or Employee's whose first language is not English and who request or require language support to effectively use the Services.

Any Interactive Voice Response (IVR) /Automated Voice Response (AVR) message is to be approved and/or amended by the Authority HR Services team. This should not be longer than one minute.

Calls should be recorded and kept for at least four months unless required for further investigation and should then be kept until the matter has been resolved.

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The Service Provider shall make the services available to all of the Authority's employees as well as the following groups;

- Employees working in overseas territories (International third-party Service Provider arrangement acceptable). This will provide a telephone and remote counselling service to approximately 400 staff including, but not limited to, Anguilla, Anguilla Probation Service, Bermuda, BVI, Cayman, Cyprus, Falklands, Gibraltar, Montserrat, St Helena.
- Volunteers as defined and identified by the Authority as being eligible (including Members of the Independent Monitoring Board and Lay Observers approximately 1,600 Members)
- Employees who have since retired through severance, age related, medical or early retirement have authorised access to the service for three months following their last day of service.
- Employees who have commenced counselling but leave the organisation before completion (up to 6 sessions).

Additionally, we may request services for the following

- The Authority's personnel family members impacted by the employee's work-related issues, dependencies or abuse (e.g. gambling, alcohol, drugs and debt) as long as the employee is present when the counselling takes place;
- and
- The Authority's personnel's next of kin / partner in cases of bereavement with prior agreement of the Authority.
- Trainees and/or students working in the Authority but may or may not be directly employed.

The Service Provider will be informed by the Authority at Call Off contract stage if we wish to expand / remove from the above list at any point throughout the contract via a contract variation.

The Service Provider shall provide the Authority's personnel with access to obtain advice and support for, including but not limited to the following:

Emotional and Psychological support areas

Addiction, dependency, substance abuse,	Family / relationship problems	Gambling
Alcoholism	Domestic violence	Stress (personal or work related)

Anxiety	Gender reassignment	Redeployment / relocation / redundancy
Bereavement	Health problems, including terminal illness	Sexual assault and abuse
Bullying / harassment / intimidation / discrimination / workplace conflict	Illness of a family member	Support for all parties involved in a formal work-related investigation both during and following the investigation
Career / job related stress	Legal information	Whistleblowing
Care problems related to childcare / eldercare / disability care / impacts of Covid-19	Lesbian, Gay, Bisexual and Transgender (LGBTQIA+) issues	Workplace restructuring / transformation programmes / departmental change
Debt advice	Mental health related issues	Workplace trauma
Depression	Matrimonial / domestic settlement problems	Eating disorders
Discrimination due to race or gender	Menopause	Neurodiversity

EAP Service Provider will additionally: Have access to premises and sites (including common areas) within the Authority and establishments where this is necessary for the provision of the services, subject to the prior agreement of the Manager.

Ensure any call back that is arranged will be at a confirmed date and time (as prison staff are unable to take their phone into a prison, this will prevent missed calls). The Service Provider will try make contact with the user at least 2 further times if they're unable to reach them at the scheduled time. The first being 5 minutes after the scheduled time and a further 5 minutes after the second attempt.

The provider shall adhere to the below processes but not limited to;

- Recording user's details and request and open a case file where all details of the advice, guidance and any further services provided shall be maintained.

- A clinical assessment process using clinical qualitative questioning and structured clinical measurement tools to inform the assessment, determine the most appropriate interventions, support, and measure improvements. These may include but not be limited to:
 - Patient Health Questionnaire (PHQ – 9)
 - General Anxiety Order 7 (GAD 7)
 - Work and Social Adjustment scale (WSAS)

- Signposting Employee's as appropriate:

Internal support – Mental Health Allies, Mental Health Champions, Staff Support and Wellbeing Leads and internal Networks e.g. DAWN, PiPP, RISE, ABLE, Care Teams, TRiM practitioners, Wellbeing Champions, SWIM, Carers, Christians in MoJ and PROUD. This list is not exhaustive.

- External support - Relate, Alcoholics Anonymous, Citizens Advice Bureaux and Cruse, the Charity for Civil Servants, Civil Service Sports Council, the Civil Service Retirement Fellowship and other such organisations and networks.
- Routing Employee's to specialised support as appropriate, CBT or other therapeutic interventions, where a clinical need is identified and as further described in this Schedule.
- Providing a facilitated referral into the NHS with the user's consent (either to the Employee's GP with a letter outlining the assessment and recommendations) or fast tracked without the need to visit a GP to local Talking Therapies (TT) previously known as Improving Access to Psychological Therapies services. The Authority shall not meet the costs resulting from these referrals.
- Where Employees are not clinically suitable for short-term focused counselling the Service Provider will follow up within a two-week window to ensure that the user has progressed their case and will close the case from a Service provider.
- Providing advice and support services specifically for managers as further described in section Managers Advice Line (Manager Led).
- Whilst the Service Provider would not be expected to advise on the Authorities policies relating to harassment and bullying or be directly involved as an advocate in specific grievance cases connected with harassment and bullying, they will, where requested, provide counselling support to those personally involved. Where an individual perceives themselves to be/have been bullied or harassed at work and has already received counselling sessions not connected to harassment or bullying, the Authority may, if they so wish, authorise a second counselling referral, specifically related to harassment and bullying, and up to a further 6 sessions will be delivered during a 12-month rolling year.

Manager Referrals - Although employees will normally make a direct approach to the Service Provider for help through the service, the Service Provider will also accept referrals for help for the Authority personnel from managers with employees' verbal consent and completion of a referral form, which will be e-mailed directly to the Service Provider.

Exclusions

The EAP Service Provider shall not provide the following:

- Tax advice
- Legal advice other than that which is provided to the Authority's employees within the context of welfare counselling provided this is restricted to a signposting Service
- Financial advice on any matter other than debt problems
- Advice relating to leisure or recreation; and
- Direct provision of medical treatment – Service Provider will instead advise or directly refer (in the case of emergency) to NHS Primary Care

Programme of Short-Term Focussed Counselling (Service Provider referral)

Following assessments as detailed in section EAP Helpline, Support, Advice, and Information (Self-Referral Service) the EAP Service Provider will provide all Employee's with an independent and confidential counselling, support, advice, and information service delivered by suitably qualified personnel. (Please refer to section 7)

This service should be provided on a telephone number and e-mail address dedicated to the Authority.

The Service Provider will be expected to provide a short-term focussed model delivering up to six sessions with the autonomy of the Service Provider to provide a further two sessions (at an additional cost) if deemed clinically appropriate. The initial counselling session shall take place within 5 working days of first contact/assessment.

Each counselling session will be up to a maximum of an hour.

Additional 2 sessions must meet the following criteria:

will make a measurable difference to the individual (from the assessment scales).

The decision is based on clinical evidence and the sessions have been approved following a case conference between the counsellor and the EAP Clinical Case Manager.

The decision is based on clinical evidence and the sessions have been approved following a case conference between the counsellor and the EAP Clinical Case Manager.

Where longer term or open ended support is required, the EAP Service Provider must sign-post the individual to suitable external sources of support at the earliest opportunity and not on the sixth counselling session as alternative external sources of support often have long waiting lists, so the earlier onward referral is made, the better outcome for the user. In exceptional cases, providing other appropriate outcome focused therapies as required, e.g. EMDR; Cognitive Behavioural Therapy (CBT) as requested by The Authority HR Services.

Where counselling is considered appropriate by the EAP Counsellor, the Service Provider will:

- Provide an appointment that will be confirmed in writing within 2 working days

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- Provide a session with a counsellor by a method that meets the needs of the Authority's personnel i.e. telephone, video conferencing or face to face

Provide a counselling session within 5 working days of initial contact to EAP helpline. The Service Provider will not meet the cost of the individual travelling by Authority personnel to face to face sessions.

Ensure that when work-related stress is identified as an underlying issue, that an assessment is conducted in conjunction with the Health and Safety Executive Management Standards which can be located in annex B.

Confirmation of appointments to be sent by text message or e-mail in line with the employees' preference.

Counselling appointments will be held via video appointment or telephone as standard, and if requested a face-to-face appointment in line with the employees' preference.

Provide an appointment reminder to employees via telephone, email and/or SMS of booked appointments at least 24 hours before the appointment.

Cancellation by the employee will be deemed as a session used (charged and not rescheduled). Cancellation by the Service Provider will not be deemed as a session used (not charged and rescheduled).

The Service Provider shall make alternative arrangements to meet the user's needs should a user express reasonable objection that they are not content with the counsellor assigned to them. The Service Provider shall capture data around any requests sighting the reason and if there was a reassignment/Objection and should be provided monthly within the MI.

The Service Provider shall make reasonable endeavours to meet requests from Employee's for all face-to-face and remote counselling appointments to meet the user's needs based on the assessment undertaken and the presenting issue(s) with particular focus on maintaining cultural competence.

The Service Provider will ask the user if they would prefer a counsellor of a particular gender or ethnicity (unless the counsellor deems in their clinical judgement that it would be inappropriate to do so due to the unique circumstances of the call).

The Service Provider is required to have a comprehensive UK wide network of counsellors, able to provide face to face and remote counselling service.

The Service Provider is required to provide telephone and remote counselling services to overseas staff.

The counselling will be offered on a rolling year basis. The rolling 2nd year onwards will be from month of first session, in previous year.

The Service Provider will ensure that they remain alert to emerging organisational needs and changes and work with the Authority on innovation when they are consistent with and complementary to the core EAP functions. This could be new therapeutic or more holistic health and wellbeing services.

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The Service Provider will provide continuity of counsellors (appropriate arrangement must be made to ensure the quality of counselling is maintained) during the period of action on a referral unless exceptional circumstances dictate otherwise. This could include but is not limited to, where a counsellor unexpectedly resigns or is on sick leave and a replacement counsellor cannot be sourced immediately. Where continuity of a counsellor cannot be maintained, the Service Provider must notify the employee of the change as well as the Authority's HR Services Team by email, stipulating the reasons for the change in writing within 24 hours of the change. In the event of any dispute the decision of the Authority will be final.

A Pre–Therapy Session is not to be included upon the go-live date of this contract but maybe varied into the contract at a later date. If the short-term focussed model is to include one Pre-therapy Session, it would be up to a maximum of 90 minutes. The purpose of the Pre-therapy Session is to set expectations and provide the individual with reflective time to prepare for commencement of sessions

Critical Incident Support (Manager Led Referral)

The Service Provider shall provide the Services in line with the National Institute for Health and Clinical Excellence (NICE) Guidelines for Post-Traumatic Stress Disorder (2018). Please refer to Annex C for link to Guidelines. All services below to be provided by the appropriate skilled and/or qualified practitioners (see section 7).

A designated manager/Human Resource Business Partner (HRBP) will make a referral on behalf of the site where it has been identified that a critical incident has taken place.

The Service Provider will provide Critical Incident Support to groups and/or individuals which may include but will not be restricted to the following:

- User/s involved in or witnessing serious and untoward incidents at work, over and above what would normally be expected in the workplace; this may include for example violence, stalking, witnessing extreme self-harm, deaths in custody by suicide, verbal abuse and threatening behaviour, threat of death, threat of injury or threat of sexual assault.
- User/s has been involved in or witnessed a serious and untoward incident, fire or major accident or fatality/suicide (staff or service Employee's).
- User/s who have been subject or witnessed hate motivated abuse.
- User/s who have been exposed to a traumatic incident of national interest.
- User/s who have been carrying out or supporting the emergency services in trauma and/or critical incidents.

User/s who have chronic exposure to distressing material - child exploitation, people trafficking, modern slavery, domestic abuse and dealing with vulnerable people in challenging environments; bullying and harassment. Critical Incident Support services may include but will not be restricted to the following:

- Counselling assessment and recommendation reports

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- Assistance in accessing established resource networks
- Assistance in managing follow up support
- Appropriate information and guidance for managers supporting affected employees
- Where required the provider will run serious incident debriefing sessions for groups of employees affected by serious incidents

Providing other outcome focussed therapies where appropriate (for example EMDR), Post-traumatic Stress Disorder subject to the approval of the Authority, HR Services.

Critical Incident Support services will be provided by telephone, secure video conference (e.g. Teams, Google Meet, Zoom) and face-to-face if requested by the designated manager.

The Service Provider shall ensure that practitioners are available 24 hours, 7 days a week, and 365 days a year/ 366 days in a leap year' including bank holidays.

The service should be accessible via a dedicated helpline operating on the same 24/7, 365 day a year (366 in a leap year) including bank holidays.

The Service Provider shall telephone the designated manager back within 60 minutes of initial referral call/email to gather the relevant details of the incident and agree with the referring manager when the Critical Incident Support will commence (usually between 24-72 hours of the incident) and how the debrief will be delivered.

The preferred model of debriefing is Trauma Risk Management (TRiM) or equivalent.

Service Providers shall provide UK wide (England, Wales & Scotland) coverage, including remote locations.

Reflective Sessions (Manager Led Referral)

Reflective Sessions aims to reduce the possibility of experiencing adverse effects of working in roles that are complex and possibly traumatic. Reflective Sessions provide a preventative service focussed on mental health.

All services below to be provided by the appropriate skilled and/or qualified practitioners (see section 7) utilising reflective practice and coaching methods who will understand the user's role and their organisation. Orientation pack (containing high level information regarding the more challenging roles our staff undertake) will be provided.

A designated person will make a referral (via booking form, call or the service provider's webpage/portal) on behalf of individuals or a group (max 8) to receive mental health support.

The Service Provider shall acknowledge the booking within 3 working days via email/SMS or telephone and a Reflective session to be offered within 6 weeks maximum unless the user specifies otherwise.

The Service Provider shall:

- Provide Reflective Sessions service to staff which supports staff in recognising and managing the professional impact of the working environment on their own wellbeing.

- Focus the sessions on enabling the continued development of healthy coping strategies for the Authority personnel to manage stress and assist with mitigating the professional impact of the working environment.

Following a one to one or group session, the Service Provider must issue a feedback survey (as agreed with The Authority) to the employee to evaluate the session. The Authority reserves the right to request this anonymised feedback at any given time.

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- **One to One Sessions (Reflective Sessions)**

The one-to-one sessions shall:

Last up to 1 hour at a time and be delivered by remote methods or at the Employee's place of work where appropriate

Be confidential and focus on a humanistic response to work and/or personal related issues and the emotional effect/impact on the user and cover areas of impact, for example but not limited to; wellness, fatigue, burnout and the pressures of working in a stressful or traumatic environment.

Provide feedback, during the session, on coping and resilience strategies for the user

Be provided by telephone, secure video conferencing or face to face/in person where requested

The requirement is a minimum of 2 sessions and maximum of 4 Reflective Sessions per HMPPS (including HMPPS HQ) personnel per year.

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- **Group Sessions (Reflective Sessions)**

The Group sessions shall:

Be with a group of Employee's in their workplace

A session duration should be a maximum of 2 hours for smaller groups (of 2 to 5 people) or up to a maximum 3 hours for larger groups (6 to 8).

Be delivered by a practitioner who has an understanding of the employees' working environment and their role.

Be confidential and may be based on a theme provided by the designated referral manager(s), and/or based on an anonymised case/scenario.

Focus on a humanistic response to work and/or personal related issues and the emotional effect/impact. Cover areas of impact on the employees work such as but not limited to: wellness, fatigue and burnout; pressures of working in a stressful or traumatic environment

Provide verbal summary and reflections to the group at the end of the session on coping and alternative strategies (e.g. box breathing, Johari's window for reflection) to maintain wellbeing for the Authority personnel

Be provided secure video conferencing or face to face

- **Reflective Session – Practitioner Post Session Feedback**

The Service Provider shall provide practitioner feedback (observations from delivering Reflective Sessions) to the Authority:

- Provide core themes presented regarding environmental business themes that trigger/evoke difficult emotional responses
- Identify and provide key factors in attendees' work, which have the potential to deplete their resilience
- Feedback to be provided in a written quarterly report to contract manager/s

Volumes for this service are not guaranteed. Indicative volumes have been provided as part of the pricing schedule.

Digital Services - Mobile Phone App and Webpage/Online Portal

The Service Provider will provide alternative delivery of a webpage/online portal webpage service in the form of an app compatible with mobile iOS and Android application, downloadable mobile phones and tablets.

The Service Provider shall ensure that, where this mode of delivery is selected by the Authority, the application is available 24/7, 365 days per year (366 days in a leap year) including bank holidays.

Provide where required, a fully accessible, secure online therapeutic intervention service meaning access to services via e-mail, text or Live Chat functionality to complement telephone, face to face or video-based services.

The app should provide access to services, wellbeing information and support, and a personalised, interactive wellbeing journey.

The Service Provider is not expected to provide additional services via the mobile application to those which are available via the online portal.

The Service Provider should provide an app or webpage/portal which is accessible from go live.

The Authority will not provide employee workforce data to the Service Provider in advance of the Application going live or thereafter.

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The Service Provider shall ensure the App shall be in place for the life of the contract as changes or implantation of alternatives result in confusion and disruption for Employee's. In extreme circumstances if an alternative App is required, implementation of the new app would require sufficient notice to the Authority (minimum 6 months' notice) to allow for testing, content approval and internal communications. The Authority would not accept the implementation of a new app within the final 12 months of the contract. However, The Authority reserves the right to reject any proposed amendments or introduction of a new app.

The Service Provider shall not introduce Artificial Intelligence (AI) tools or services without the permission of The Authority.

The online webpage/portal shall be a web-based resource which both the webpage/portal and app shall support Employee's health and wellbeing and shall contain, as a minimum:

- Details of how to access the services, including brief descriptions of such services
Details of services which are freely available to Employee's, and which would be signposted by the Service Provider in any case, for example, whistleblowing, Charity for Civil Servants, Citizens Advice Bureau; MIND and Samaritans
- Self-help podcasts, videos, webinars, guides, fact sheets and leaflets in fully downloadable format on subjects at a minimum including but not limited to:
 - Stress and pressure
 - Health conditions
 - Personal resilience
 - Work/life balance
 - Suicide and self-harm
 - Bereavement
 - Physical activity
 - Nutrition
 - Smoking / Vaping
 - Alcohol
 - Sleep
 - Menopause and perimenopause
 - Men's health
 - Women's health
 - Disability
 - Neurodiversity

Update the app and webpage/online portal at regular (annually as a minimum) intervals with all relevant material to support the services or more frequently if any changes to legislation or policy.

The app and webpage/portal shall:

Provide advice and guidance on physical health, mental health and healthy lifestyles.

Provide health-check questionnaires, which Employee's will be able to complete online. On submission of the questionnaire, Employee's shall be provided with immediate results, feedback and guidance as to lifestyle options and/or sources of further support and guidance, including a lifestyle behaviour change programme. Employee's shall also receive an online and/or e-mail version of the completed report and recommendations.

Provide communication regarding upcoming free webinars.

Offer the user the opportunity to complete a confidential questionnaire which offers an appropriate wellness journey for improvement to Employee's. Such results will be anonymised and provided to the Authority as part of the management information.

The Service Provider shall:

Ensure any amendments to the content receives approval from the Authority.

Ensure the portal/app is accessible through all Internet browsers. These include Mozilla Firefox, Microsoft Edge and Google Chrome.

The app and webpage/app shall support employee-led registration which may include:

- Username
- Employee number
- User email address (personal or work)
- User's employing department name

User's business unit

- Organisational Code

The Service Provider shall:

Supply appropriate materials (digital posters, leaflets) that can be utilised for internal promotion of service. These should be accessible to download and print locally.

Ensure the portal/app is a secure system and include a process to ensure that employees registering as Employees of the system are the Authority employees.

The provider shall ensure the app and webpage/portal must adhere to the web content accessibility guidelines (WCAG) version 2.2.

Education, Support and Training

The Service Provider shall provide a programme of up to date and innovative education, support and training to the Authority, which reflects and/or includes but not limited to health and wellbeing, mental health, musculoskeletal, healthy lifestyle and organisational priorities.

The Service Provider will offer an efficient workshop/webinar booking facility whereby the Authority personnel can book workshops easily. The booking facility should include workshop availability, duration, maximum number of attendees and delivery methods for each workshop listed. Workshops and Webinars booking will be acknowledged within 5 working days and will be delivered within 30 days unless requestor specifies another date outside of this period.

When the workshops/webinars are being delivered by remote/digital methods such as by video conferencing, workshops/webinars/recorded broadcasts will be available to book as single events as well as by half day or full day.

Following training sessions or webinars access to slide decks or recordings should be made available.

The programme shall support national and local health and wellbeing campaigns and shall be aimed at the prevention of mental / physical ill health and encourage employee behaviour change.

The Service Provider shall ensure policy changes and such material, provided by the Authority, shall be included in the relevant programme.

The Service Provider shall review, embed and update programme materials regularly as required (annually as a minimum) within their Employee Assistance Programme online portal and mobile applications. The Service Provider will sign off all new content with the Authority HR Services Team.

The Service Provider shall seek feedback following each session, on the quality of training and education content delivery to ensure continuous improvement of materials and delivery. The Service Provider shall work with the Authority to design the evaluation feedback form.

The Authority will allocate an annual number of days to business areas to utilise as best determined by their needs. Business areas will book workshop/webinars directly with the service provider. The Service Provider will share the details of the workshops/webinars within the monthly MI pack. See Annex D for reference.

The Service Provider will deliver face to face workshops if requested in sites across the Authority. See maps and sites in Annex A.

Managers Advice Line (Manager Led)

The Service Provider shall provide a free phone advice and support via an “advice line” (telephone) or by email. This will assist line managers in undertaking their duty of care to staff and their management role such as but not limited to having difficult conversations, managing and implementing change, stress, pressure and resilience and managing mental health in the workplace.

The Service Provider shall:

Support managers in recognising issues of mental health among Employee’s and provide advice on practical measures on how to support the Authority Personnel

Provide information about and signpost the Authority personnel to specialist sources of help for any of the problems raised by managers.

In addition to providing support to managers, the Service Provider will also provide similar advice and guidance to the Authority staff support volunteers such as Care Teams, Mental Health Allies, TRiM practitioners, and Wellbeing Champions to help them in their support of the Authority staff.

The Service Provider will signpost to other appropriate stakeholders, such as the Authority’s contracted occupational health service provider(s), to ensure a comprehensive holistic service to support managers.

The Service Provider will report on trends identified within the monthly MI pack.

The Service Provider shall provide advice and guidance to managers to improve knowledge for subject matters including, but not limited to:

- Workplace attendance
- Workplace bullying/harassment
- Discrimination
- Gender reassignment
- Wellbeing confident conversations
- Financial wellbeing
- Social Connectivity
- Work related stress
- Work related trauma
- Workplace conflict
- Leading personnel through change
- Alcohol and drugs
- Work/life balance
- Mental health issues
- Working with people who have committed sexual offences
- Terminal illness
- Bereavement

The Service Provider shall ensure their staff are conversant in the Authority HR policies which will be provided by the Authority at contract award stage.

Psychological Services (Manager Led Referral)

The Service Provider shall where required provide therapeutic interventions, due to the high risk and traumatic nature of some job roles.

The Service Provider shall be able to provide the following therapies currently only to CAF/CASS. If required throughout the contract this could be expanded to other parts of the organisation:

Cognitive Behavioural Therapy (CBT)

Computerised CBT

Trauma Focussed CBT

Eye Movement Desensitization and Reprocessing (EMDR)

Other approved and appropriate specialist interventions as recommended by a clinician and approved by the Authority.

The Service Provider shall:

Provide a maximum of 6 sessions of CBT/EMDR if appropriate. If counsellor determines that more sessions will be of benefit, this must be approved by the Authority (HR Services Employee Psychological Lead)

The Service Provider shall provide an appointment to carry out an initial psychological assessment of the Authority employees within 2 working days of referral (via email) to provide the most clinically appropriate therapeutic intervention. This will include assessing the Authority personnel using PHQ9 and GAD7 therapeutic assessment scales and setting out the clinical recommendation in a discharge report for the referring manager within 5 working days.

The outcome report will provide the business (retaining confidentiality of conversations taken place, unless employee consents) of next steps the business may take to further support the employee. The outcome report will provide the business (retaining confidentiality of conversations taken place, unless employee consents) of next steps the business may take to further support the employee.

Ensure the first session of the counselling takes place within 10 working days of first contact unless an alternative/suitable date is agreed with the user.

Provide a fast-track referral option where circumstances require a therapeutic intervention session in advance of the standard appointment window. A fast-track assessment shall be arranged within 1 working day from first contact and a therapy session with a counsellor shall take place within 2 working days of assessment.

Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice.

Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards. Please refer to Annex B.

Provide immediate telephone counselling support and/or forward the Authority personnel immediately to emergency NHS Primary Care/A&E where a user is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm and/or to others.

Ensure the user understands all methods of delivery for counselling available to them, the expectations and limitations of each, (where scales indicate either CBT or EMDR would be appropriate) and work together to choose the most clinically effective method

The Service Provider shall:

Complete and retains a psychological assessment of the Authority personnel before starting any therapy to ensure the therapy is appropriate. The Service provider will store and retain psychological assessments in line with the Data Protection Act 2018 but no longer than 3 months.

Provide monthly psychological assessment (PHQ9 and GAD7) MI to the Authority to demonstrate the effectiveness of therapeutic services.

Ensure that premises, if away from the employee's normal place of work are appropriate, safe and offer adequate levels of privacy to Employee's, for face-to-face therapeutic intervention.

Ensure that there are sufficient, adequately equipped premises to provide services to the Authority personnel who are disabled, including disabled parking.

Provide appointments within a reasonable travelling distance of the employee's home, but no more than one hour's travelling distance by public transport, from the employee's home office location.

The Service Provider shall make reasonable endeavours to meet requests from Employee's for all face-to-face and remote counselling appointments to meet the user's needs based on the assessment undertaken and the presenting issue(s) with particular focus on maintaining cultural competence.

Ensure that the Authority personnel who are posted overseas can also access the service. This service should be delivered primarily by a remote service unless other methods such as face-to-face receive approval via the Authorities HR Services Team.

Signpost to NHS / specialist agencies outside any contracted services to Employee's requiring prolonged counselling or psychotherapy (prior to the ending of the sessions). The Authority shall not meet the costs resulting from these referrals.

Not offer the Authority personnel private counselling or therapy.

Online CBT

Through clinical assessment, the clinician may advise that online CBT (third-party Service Provider arrangement acceptable) may be an appropriate support tool.

Promotion of Service

The Service Provider will work with the Authority in planning a variety of methods for promoting all services for both MoJ and the Judicial Office specific services.

The service provider will work with and support the Authority around advertising the service by providing up to 10% of the annual headcount to be agreed by both parties on the anniversary of the contract, in hard copy printed promotional materials including pens and fobs, free of charge, from the commencement of the contract and each year of the contract thereafter.

In line with recent Government policies all departments now have to adhere to stricter approval/control mechanisms surrounding promotional goods. As an organisation we need to ensure these represent good value for money for the organisation and taxpayers. It is recognised that due to the unique working environment of our organisation we need to provide adequate promotional materials to support quicker access to critical EAP services for our employees. Through this we have identified specific items to support this, pens and fobs and posters which will promote the EAP services.

Online free materials will include digital posters, leaflets but not limited to. These should be accessible to download and print locally.

Promotional activity may include Roadshows and attendance at Authority sites including the Judicial Office to support wellbeing days and/or promotional events, as and when required.

Promotional material must be held at the Service Providers premises and dispatched at the request of the Authority. The pricing schedule will include a delivery charge for these goods.

The Service Provider shall work with the Authority to agree a series of on-going publicity and general promotional material and initiatives throughout the term of the Call Off contract to highlight awareness of the Services and encourage uptake and use of the Services by the Authority Personnel.

For general promotion of the services, which does not require on-site seminars or conference style delivery of non-clinical topics, the Authority would expect the account manager to attend to promote the service. The Authority shall not be charged for such services. Any material shall be agreed in advance by the Authority and contain the Authority branding.

The Service Provider will support the Authority's internal campaigns, promoting mental wellness by means of including branding on Service Provider promotional materials i.e. adding joint logo/branding where it is appropriate for a particular promotional product and working with the Authority to deliver specific initiatives related to the campaign.

Mediation

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The Service Provider upon request will provide to the MoJ only, unbiased, impartial mediation. Please refer to the Judicial Office Specification for further detail around early facilitated conversations. The Service Provider will provide staff who are fully qualified to mediate in any disputes between two or more Employee's and to try to facilitate a resolution so that individuals can continue to work together. Mediation requests should be booked within 5 working days and take place within 20 working days of the request. The structure of the mediation could consist of any of the following options and will be determined with the agreement of the Authority's employees concerned:

1. A full or half day of mediation virtually or onsite which will include all of the stages of the mediation process
2. A separate remote/virtual session with each individual participating in the mediation followed by a separate remote/virtual session bringing the parties together.
3. A follow up session within two months held remotely/virtually to review the situation.

7. Minimum standards & Qualifications

The Service Provider's counsellors/clinicians/therapists providing professional advice and/or support to the Authority's employees, including those not directly employed by the Service Provider (e.g. Network Associates) must meet the minimum level of relevant qualifications and experience required for membership of their appropriate professional bodies which should include one or more of the following; (The list below is not exhaustive)

- British Psychological Society;
- British Association for Counselling & Psychotherapy (BACP);
- British Confederation of Psychotherapists;
- British Association for Behavioural and Cognitive Therapies (BABCP);
- National Counselling Society (NCS);
- UK Council for Psychotherapy (UKCP);
- Health and Care Professionals Council (HCPC);
- Nursing and Midwifery Council (NMC);
- General Medical Council (GMC); and
- COSCA (Counselling & Psychotherapy in Scotland).

This includes individuals maintaining any Continuous Professional Development (CPD) requirements specified by the relevant professional body.

A practising Counsellor should hold a Diploma in Counselling or equivalent level as a minimum qualification and should belong to a recognised UK professional body, as above

- Comply with the BACP Ethical Framework for the Counselling Professions (2018)

- Have experience of delivering short term counselling
- Have 350 hours of counselling experience post qualification. Counselling experience must include working with a trauma informed approach. Please refer to the Judicial Office specification for further details.
- Undertake regular supervision by a qualified counselling supervisor in line with BACP guidelines

Ensure counsellor/clinician/therapists delivering therapeutic Services meet the minimum level of relevant qualifications and experience required for membership of their appropriate professional bodies (The British Association for Behavioural and Cognitive Psychotherapies, EMDR UK & Ireland Association and the British Association for Counselling and Psychotherapy)

The Service Provider will

- Have a robust clinical governance framework in place which ensures that Employees of the EAP services ("Employee's") receive appropriate and high-quality support.
- The Service Provider must ensure there are robust equality and diversity procedures in place that are in line with the Equality Act 2010 both in relation to their own staff, and in their dealings with the Authority employees who contact them for support.
- Adhere to the EAPA standards of practice and professional guidelines for EAPs. **Standards of Practice & Professional Guidelines for Employee Assistance Programmes**
- [EAPA-UK-Standards-January-2023.pdf](#)
- Ensure that all Service Provider staff undertake counsellors governing body recommendations for Continued Professional Development (CPD).
- Provide adequate supervision and support, to newly qualified Staff, including a designated qualified mentor.

The Service Provider shall ensure all Staff shall:

- Have undertaken cultural competency training
- Be appropriately trained in the Authority processes, procedures and policies as provided upon contract award
- Trained in the counselling and advice services that are offered as part of the contract, ensuring the Authorities personnel can be triaged or signposted to the relevant support. The Service Provider shall keep a record of all practitioners' qualifications, CPD and training undertaken. The Service Provider shall be able to provide evidence of training and/or qualifications on request.

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- **Counsellors' and Psychologists' professional bodies** (this list is not exhaustive)

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BACP: <http://www.bacp.co.uk/>

BABCP: [BABCP | British Association for Behavioural & Cognitive Psychotherapies](#)

BPS: <http://www.bps.org.uk/>

UKCP: <http://www.psychotherapy.org.uk/>

NCPS: [NCPS | Counselling Matters](#)

NADAAC: [Home](#) The Association for Addiction Professionals

UKAHPP: [UKAHPP | UK Association of Humanistic Psychology Practitioners](#)

8. Judicial Office Requirement

The Judicial Office have specialist requirements which are detailed in the attached documents:

- Judicial Office for the Judiciary – Specification



Judicial Office
Specification - Employment

9. Payments & Invoicing

The Authority will raise a Purchase Order (PO) and monitor costs.

The Authority will require monthly invoices (broken down line by line with a description of each cost by service) The Service Provider must also submit itemised backing data to HR Services Teams to ensure The Authority can validate the invoice, (except where confidential this will be anonymised). MoJ, HMPPS and the Judicial Office and Overseas will have individual purchase orders and will require separate invoicing.

The itemised backing data must include:

-Requestor Name

-Location

-Itemised Cost of Service

-Date Requested

-Date Delivered

Backing data subject to change as services are added and reviewed. All invoices must include a valid purchase order number. Invoices will be paid within 30 days upon receipt.

The Authority currently operates one main purchasing system. The service Provider must have the flexibility to adapt to different systems, processes and procedures throughout the life of the contract.

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The Service Provider should send invoices on a monthly basis in arrears giving the details specified by The Authority. The Service Provider shall ensure that each invoice contains all appropriate references. Failure to do so will result in the delay of payment.

The Service Provider should invoice for services delivered within the previous month. If, however, the cut off is missed the Service Provider must include these charges within the following months invoice. The Authority will not accept or pay invoices for services delivered over 3 months from delivery.

Invoices should be sent for the attention of Accounts Payable. The Service Provider must be able to accommodate changes to the destination, format and frequency of invoices throughout the life of the contract.

The Service provider shall comply with The Authority's requirements in respect of authorisation, invoicing and payment processes and procedures. The Service Provider shall be required to assist The Authority in developing invoice process efficiencies at no additional cost to The Authority.

Invoice minimum requirements:

- To enable successful processing, all invoices submitted to The Authority, must clearly state the word 'invoice' and contain the following:
- a unique identification number (invoice number)
- your company name, address and contact information
- the name and address of the department/agency you're invoicing
- a clear description of what you're charging for and itemised billing per service
- the date the goods or service were provided (supply date)
- the date of the invoice
- the amount(s) being charged
- VAT amount if applicable
- the total amount owed
- A valid PO number

If any of the above information is missing from the invoice it will be returned to The Service Provider.

Invoices relating to a Purchase Order

In addition to the minimum requirements above, invoices relating to a PO must not contain any lines for items which are not on the purchase order. If this occurs, the invoice will be returned to The Service Provider.

Invoice submission by email

- All invoices must be submitted by email and meet the following criteria:
- Email size must not exceed 4mb
- 1 invoice per file attachment (PDF), multiple invoices can be attached as separate files
- Any supporting information, backing data etc. must be contained within the invoice PDF file

Failure to meet these criteria may result in not all Service Provider invoices being processed, or The Service Provider invoice(s) being returned.

MoJ Invoices:

The Authority Shared Service Centre,
Phoenix House,
Celtic Springs Business Park,
PO Box 746,
Newport,
NP20 9BB
apinvoices-moj-u@gov.sscl.com

HMPPS Invoices:

HMPPS Shared Service Centre,
Phoenix House,
Celtic Springs Business Park,
PO Box 746,
Newport,
NP20 9BB

APinvoices-NMS-U@sscl.gov.uk

Invoice validation requirements

Invoices will be 'matched' to a corresponding PO onto the finance system providing a valid number is quoted. The finance system will then attempt to validate the invoice against the PO. If the validation fails, payment of the invoice will go on 'hold'. The following scenarios will cause invoice validation to fail:

the invoice line description does not match the corresponding purchase order line description
the item price, quantity and/or amount on the invoice does not match the item price, quantity and/or amount on the corresponding PO
there are more invoice lines than PO lines

To ensure the invoice is successfully matched and validated, it should replicate, as much as possible, the information and structure contained in the corresponding PO.

The Authority may issue POs using Basware (an eMarketplace that is used to transmit purchase orders and receive invoices electronically) and, unless approved otherwise, The Service Provider shall, when invited, register on Basware.

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The Authority will pay all sums due to The Service Provider within 30 days of receipt of a valid invoice unless an alternative arrangement has been approved. Accompanying backing data should be provided by The Service Provider for all invoices.

Reflective Sessions services should be billed on a monthly basis to Purchase Orders provided by the Authority and its agencies.

The Service Provider should invoice for services conducted the previous month or in following months invoice. Invoicing for services over 3 months old will not be paid.

The Authority will liaise with the Service Provider to determine any variation in the level of detail required on invoices during contract implementation and throughout the contract.

10. Data Management & Security, Data Protection, Accessibility and IT Security

All information about the health of employees should be handled by the Service Providers in accordance with the Data Protection Act 2018, the General Data Protection Regulation (May 2018), the Employment Practices Data Protection Code, extant legislation during the life of the contract and the Authority's specific requirements as set out below. Please also refer to the ESPO framework documentation in relation to this.

The Service Provider will;

Ensure that they have robust data storage, management and security systems which comply with Government security, data protection and confidentiality requirements

Undertake a Data Protection Impact Assessment (DPIA) and an Equality Impact Assessment

Not require a complete data set or the Authority's staff or hierarchy to provide EAP services

Ensure any personal data is stored securely. The Service Provider will not release information on the Authority personnel to any third party without prior agreement

Ensure that the Authority data in relation to named individuals or employees is never left in an unattended vehicle and that all data on mobile devices (e.g. laptop, smartphone, USB memory sticks) is encrypted. Any data loss must be reported to the Authority immediately.

Ensure that all data transferred between the Service Provider and the Authority is sent and received via secure email link or via the Service Provider's secure accredited online Portal system.

Ensure that - for any Service Provider IT systems they make available to the Authority employees, managers and senior management - all associated the Authority accreditation, data security and information assurance processes are followed and policies adhered to.

The Service Provider shall provide secure solutions that comply with any restrictions or requirements arising out of the Authority security policies. This shall include, but not be limited to:

- Cyber Essentials Scheme Basic Certificate;
- CESG Check Accreditation;
- BS EN ISO 9001 or agreed equivalent; and

- ISO 27001 Information Security Management or agreed equivalent.
- HMG Baseline Personnel Security Standard

The Service Provider shall not charge a premium to the Authority for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by the Authority.

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- **Vetting**

The Service Provider shall ensure that Service Provider staff having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Service Providers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Service Provider Staff having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at:

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

The Service Provider shall ensure that all Service Provider staff and subcontractors, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate. The Service Provider shall ensure this is completed prior to the involvement of Service Provider Staff in the delivery of the Services. It is the responsibility of the Service Provider to inform their personnel staff and subcontractors of their procedures and obligations which may affect their current DBS status. All incidents where a disclosure is raised should be shared with the Authority to discuss risks and agree if the personnel staff or subcontractor can continue to work on any part of the contract or if they should be removed.

The Service Provider shall ensure that all Service Provider Staff have appropriate security clearance and comply with any additional security requirements (see Annex E) specified by The Authority at mobilisation stage.

- **Personnel Security Clearance Requirements**

Service Provider staff will be required to undergo security clearance at the level appropriate (see Annex E) to the job undertaken and site that they will be visiting/working according to the Authority's policy. Service Provider staff will be required to provide the necessary information to the Authority about themselves and details of current clearances in order for security checks to take place.

Details of Security Clearance requirements can be found in Annex E.

- **The Authority's Premises and Access to Services**

The Service Provider, shall at our request, visit sites to deliver services i.e. Critical Incident, Reflective Sessions and training.

The Service Provider shall:

Ensure when delivering services on the Authority's premises that the accommodation is suitable for the services (ie inform the Authority of what is required to deliver the service).

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Notify the Authority of intended equipment you propose to bring into our premises/on-site to deliver services to obtain prior approval.

Note that the availability of WIFI may be inconsistent/restricted across the HMPPS estate.

Ensure that access to premises is requested from the Authority in advance of services being performed to allow for any additional security clearance, which may be required, especially when attending Public Sector Prisons.

Ensure that face-to-face services which are required away from the Authority premises, are conducted on premises that are accessible, appropriate, safe and offer adequate levels of privacy for the Authority Personnel.

11. Contract Management

The Service Provider shall provide a nominated contract account manager which fully supports all the requirements of the contract and is in line with the Cabinet Office contract management professional standards. The Service Provider must submit a Disaster recovery, Business Continuity Plan and Exit Plan to the Authority within 2 months of the commencement of the contract. If required, the Service Provider may need to supply information for monthly scorecards.

Where the service or performance by the Service Provider falls below the required level then the Service Providers contract manager shall ensure that any necessary additional resource is committed promptly at no cost to the Authority. The Service Provider shall work with the Authority to create a robust rectification plan and attend weekly calls until there is clear improvement of services.

The Service Provider shall appoint an Account Manager for the Authority. The Account Manager should have relevant industry experience. The Account Manager and their team will need to develop an understanding of the Authority's business, culture, and ways of working.

The Service Provider shall have measures in place to ensure any periods of annual leave or unplanned absences of the Account Manager are covered by an employee who is adequately trained and understands the unique operating environment that the Authorities and its Agencies operate in.

As a minimum, the Account Manager shall hold quarterly operational service management review meetings with the Authority. Contract review meetings may be requested at more frequent intervals by the Authority. These meetings are to be fully minuted by the Service Provider and circulated to all attendees at the relevant meeting and also to the Authorities Representative and any other recipients agreed at the relevant meeting,

The Service Provider shall note that they may be required to bring any third-party Service Provider to quarterly contract review meetings either in person or via Microsoft Teams when requested by the Authority. This shall be at no cost to the Authority.

The content of these meetings to include, but is not limited to:

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Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

- Review of KPI and Service Provider Performance
- Financial Performance and Spend
- Current operational issues, including change requests
- Portal maintenance, upgrades, updates and downtime
- Volume forecasting
- Complaints / end user feedback and rectification plans
- Improvement and innovations
- Risk planning
- Savings opportunity
- Social Value and Statutory Compliance
- Provide explanations and solutions to service delivery problems
- identifying trends and possible process improvement measures

During contract mobilisation and implementation (and during key agreed projects), the Account Manager shall hold weekly progress meetings with the Authority. These will be held digitally (via Microsoft Teams). This shall be at no cost to the Authority.

The Authority has the right to change the designated account manager at any point throughout the contract period and for any reason, by giving the Service Provider 28 days' notice.

The Service Provider must

Provide contact details for its representative dealing with contractual issues if it is different to the Account Manager. The name(s), location(s) email address(es) and telephone number(s) of the person(s) designated to have first line responsibility for order, delivery and invoice queries from the Authority should be supplied.

Provide details of how the envisage they would organise the provision of the service and the Account Manager's role.

Work directly with the Authority HR Services Team to ensure successful management of the contract and its deliverables.

Attend meetings as required by the Authority and ensure appropriate contract management personnel are in attendance. The frequency, format and content of these meetings will vary depending on performance. All meetings, unless otherwise agreed, will be held on the Authority's premises or by video conferencing.

Fixed contract review meetings will be as per the below:

Planning, Governance and performance	
Strategic Contract Review Meeting	Quarterly
Contract Review Meetings	Monthly

Performance Meetings

Fortnightly

The meeting agenda and ToR will be agreed during mobilisation

The Service Provider will:

Provide services which clearly reflect the Authority's policies and associated guidance, and which meet any standards set by the Authority. Where there is a requirement to develop new, or to review existing, guidance, standards and/ or associated documentation and processes, the Service Provider will be required to work collaboratively with the Authority to ensure legislative and clinical governance requirements are met and that effective service delivery is ensured.

Be required to work within the KPIs, providing the necessary data required to demonstrate that these KPIs have been met. It is expected that the Service Provider will perform to meet the KPIs.

Carry out audit against the agreed KPIs and in all areas of service provision and share the results of audit with the Authority. Audit results will lead to continuous service improvements in terms of clinical practice, efficiency, quality, costs and customer satisfaction (both in terms of the end-user and the commissioner of services).

Respond to requests from the Authority during the life of the contract to develop and carry out any additional audits and service monitoring which may be identified.

Devise suitable, sufficient and appropriate audit tools and methods of monitoring and reviewing their service delivery. The Service Provider will be asked to submit their proposals to the Authority for audit, monitoring and review of services, including a schedule for when and how often these will be carried out.

Disputes/Complaints resolution procedure

The Service Provider will have in place robust and auditable procedures for logging, investigating, managing, escalating, and resolving complaints or problems initiated by the Authority and/or its employees. The procedure shall allow for the identification and tracking of individual complaints from initiation to resolution.

In the event of any complaint being made by the Authority or one of its employees, the Service Provider will send acknowledgement of receipt within 1 working day and a full response within 3 working days. Investigate the complaint and respond in writing with the outcome of that investigation as set out within the KPI's. If the complaint cannot be resolved within that timeframe, the Service Provider must send an interim response giving reasons for the delay and the likely timeframe for resolution.

Complaints MI will be provided monthly and reviewed as appropriate. This data must inform the Authority about the total volume of complaints, the volume upheld, the volume which were considered not founded.

The expectation is that any required service will continue whilst an investigation/complaint is being undertaken.

Mobilisation/Implementation

The Service Provider shall work with the Authority to agree an implementation plan prior to contract award. A draft implementation plan should be provided to the Authority during the tender process. Throughout the implementation period, the Service Provider will attend weekly progress meetings in accordance with the Authorities requirements. The meetings shall be chaired by the Authority and all meeting minutes shall be kept and shared by the Service Provider via email.

The Service Provider will be required to submit a detailed implementation plan in line with the mobilisation timescale set out in the ITT. This must detail the stages of implementation of the service up until go live.

The Service Provider must provide The Authority with the following information - it should be prepared and presented in a fortnightly meeting in any format requested by The Authority:

During mobilisation period:

- Progress against key Specification deliverables
- Project timeline and milestones
- Risk register and mitigation approach
- Throughout mobilisations detailed plans and processes will be provided and agreed by the Authority.

12. Management Information (MI)

The Authority will require comprehensive MI to show that the service is being delivered to the required standard and is providing value for money (please refer to Annex D)

The Service Provider shall provide real-time management information to the Authority via an online dashboard, accessible through their online platform. Dashboard access can be restricted to specific stakeholders who have an interest in the MI to drive business decisions. Super user access to MI will be retained within HR Services.

Alternatively, MI should be shared via a secure email link and/or via the Service Provider's secure accredited online Portal system.

In addition to this, the Service Provider shall provide a MI report to the Authority on or before the 10th working day of each month, for the previous reporting period. The Service Provider shall present key findings from the MI at the monthly meeting with the Authority.

The information will be presented in an agreed format (e.g. Excel, PowerBI) monthly as standard.

The specific MI requirements will be developed and agreed by both parties and approved by the Authority. Final frequency and format of MI to be agreed at mobilisation/implementation stage.

The Service Provider will be expected to conduct trend analysis and suggest and provide an active response to any findings.

Adhoc Management Information

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The Service Provider will need to work with the Authority to understand how the MI may need to evolve and change during the length of the contract.

The Authority may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs) and/or FOI. At no extra charge, the Service Provider shall within one to five working days of request by the Authority, provide the required data or information. The Authority will provide timelines at the time of request.

13. Service Levels (SL)

Please refer to the call off terms for 985B_23 Occupational Health services, and the below section Service Levels & Key Performance Indicators (KPI's).

14. Service Credits

Please refer to the call off terms for 985B_23 Occupational Health services in section performance of the goods and/or services and deliverables, critical service failure (i) & (ii) and the below section Service Levels & Key Performance Indicators (KPI's).

Within the specification the Authority has included one critical service level failure as below.

In relation to the Employee Assistance Programme a Critical Service Failure shall mean a loss of eight (8) or more hours of the helpline during a 24 hour period across three separate occasions in any rolling six (6) month period.

Service Credits are a reduction of the amounts payable in respect of the services and do not include VAT. The Service Provider shall set-off the value of any service credits against the invoice for the month in which the Service Level failure occurs.

The Service Credits shall be calculated on the basis of the following formula and worked example:

Formula - 100% - % of Service Level achieved	=	x% of the Contract Charges to be deducted from the next invoice payable by the Customer.
Worked example - 100% (e.g. Service Level requirement for data accuracy) - 75% (e.g. accuracy of data)	=	25% of the Contract Charges to be deducted from the next invoice payable by the Customer

15. Service Levels & Key Performance Indicators (KPI's)

Service Level reference number	Service Level Performance Criterion	Description	Service Level Performance Measure	
			KPI Target	Service Credit Payable (%)
KPI 1	Telephone Support Services	All telephone and support line services including counselling support to be available 24 hours a day, 7 days a week, 365 days a year. (366 in leap year)	100% of the minutes in a month	N/A
KPI 2		Urgent or 'red flag' cases will be matched immediately for telephone counselling support.	100% of "red flag" cases are matched for immediate support	N/A
KPI 3		All calls to be answered within 30 seconds by the service providers personnel (Triage/Counsellor). If applicable and IVR/AVR is implemented the 30 seconds would commence from selection of the option by the user.	>99% of the calls made to the helpline in a month	3% service credit between 97% and 99% achievement and 6% service credit below 97% achievement of the monthly Contract Charges
KPI 4		Call abandonment rate to be less than 2%.	>98% of the calls made to the helpline in a month	N/A

KPI 5		Initial call back to the Authority personnel following triage to take place within 2 hours.	98% of the calls made to the helpline in a month	N/A
KPI 6		Advice and support for Emotional and Psychological support areas to be completed within 2 working days.	> 98% of the customers requiring advice services	N/A
KPI 7	Online Portal / Website / Mobile Application	Online Portal to be available 24 hours a day, 7 days a week, 365 days a year (366 in a leap year) except for agreed downtime and maintenance which will be agreed with the Authority at least 72 hours in advance of such work being carried out.	>100% of the minutes in a month	N/A
KPI 8	Counselling Sessions	Following initial contact via EAP helpline and assessment a written (SMS/email) confirmation of counselling appointment should be made within 2 working days.	>98%	N/A
KPI 9		Initial counselling session offered to take place within 5 working days of first contact/assessment.	>98%	3% service credit between 96% and 98% achievement and 6% service credit below 96% achievement of the monthly

				Contract Charges
KPI 10	Delivery of CBT and EMDR services	All assessment appointments (telephone, e-counselling or face to face) to be arranged within 2 working days of first contact.	>98%	N/A
KPI 11		Initial therapy session offered to take place within 10 working days of first contact	>98%	N/A
KPI 12		Fast track appointment should be arranged within 1 working day within receipt of referral	>98%	N/A
KPI 13		Fast track therapy session to take place within 2 working days of 48 hours of first contact	>98%	N/A
KPI 14	Trauma and Critical Incident Support	Where contact has been made to Service Provider, the referring manager will be contacted within 60 minutes to gather the relevant details and confirm next steps.	100%	N/A
KPI 15		Critical Incident Support will	100%	N/A

		commence within 72 hours maximum		
KPI 16	Complaints	All complaints to be acknowledged within 1 Working Day of receipt	100%	N/A
KPI 17		All Complaints to be resolved within 3 working days	>98%	N/A
KPI 18	Reflective Sessions	Reflective Session bookings shall be acknowledged with the user within 3 working days via (telephone/email or SMS).	>95%	N/A
KPI 19		Requests for Reflective Sessions to be offered within 6 weeks maximum unless requestor specifies otherwise (commences from KPI 18)	>95%	N/A
KPI 20	Mediation	A Mediation date to be offered within 5 working days of receipt of referral	>95%	N/A
KPI 21		Mediation to take place within 20 working days from date of referral (unless dates offered are outside this period)	>95%	N/A

In	KPI 22	Workshops and Webinars	Workshops and Webinars bookings to be acknowledged and responded to within 5 days	>95%	N/A
	KPI 23		Workshops and Webinars to take place within 30 days from date of referral (unless dates requested are outside of this period)	>95%	N/A

In addition to monthly reporting on the above KPIs, the Service Provider will be required to undertake a quarterly evaluation exercise of all the Authority personnel who have accessed the service. The Service Provider will set the survey questions. The Service Provider will share results with the Authority HR Services at a quarterly contract review meeting. A KPI surrounding social value will be agreed between with the Service Provider and Authority will be implemented at the Contract start date.

16. Performance and Contract Review Meetings

The Service Provider's account manager and appropriate personnel shall attend meetings in line with the Cabinet Office minimum standards as per Annex F. The frequency of the meetings will be dictated by the classification and terms of reference will be agreed with the Authority. Outside of the Cabinet Office minimum standards the Service Provider and HR Services Team will hold a fortnightly performance meeting.

The Service Provider's account manager and appropriate personnel shall attend monthly/quarterly review meetings with the Authority to discuss performance against SLAs and KPIs, trends, concerns, market insight, important updates and any other relevant business. The Authority and the Service Provider will work together to agree ToR's to define roles and responsibilities, attendee's and format

17. Exit

Exit management activities

Upon award, the incumbent service provider will fully co-operate and work with the new service provider to enable a smooth transition and knowledge transfer to ensure no impact to all service users.

Exit management activities will include the following:

Exit planning

A fully detailed exit plan, including a timeline for each activity of the plan, will be provided by the incumbent provider.

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If applicable, the incumbent provider has offered to transition their current helpline number to the new service provider to ensure a seamless journey for users to receive immediate support.

Active cases post Agreement completion date

The incumbent provider will continue to offer ongoing EAP support (including helpline) for any active cases referred before the expiry of the contract until all cases are closed. All active cases will be closed within 12 weeks of Agreement completion date.

Data

In the majority of cases, data will not be transferred to either the Authority or the new service provider as consent for data sharing is limited to the service provider's provision of clinical treatment. All case notes collected by the incumbent service provider throughout the duration of the Employee Assistance Programme (EAP) Agreement will remain the property of the incumbent service provider and it is a breach of confidentiality to pass any of these notes over to the new service provider or the Authority. There will be no data transfer to third parties. The only exception to this will be in situations where a signed consent form has been completed by the user.

Appendix's

Annex A - Maps



Annex B – Management Standards HSE

[Management Standards - HSE](#)

Annex C – Post-traumatic stress disorder – Guidance -NICE

[Overview | Post-traumatic stress disorder | Guidance | NICE](#)

Annex D – Management Information Requirements



**Annex D- MoJ
Management Informa**

Annex E – Vetting



**Annex E - Security
Vetting.pdf**

Annex F – Cabinet Office Minimum Standards (Contract Management)



**Cabinet Office
Minimum Standards.r**



Judicial Office for the judiciary - Introduction

1. The Lady Chief Justice, as President of the Courts of England and Wales, and the Head of the Judiciary, has responsibility for the allocation of work within the courts, the deployment of judges, their wellbeing and training, and the provision of general advice and direction. The Senior President of Tribunals is given the statutory responsibility of maintaining the appropriate arrangements for training, guidance and welfare of judges and members of the relevant tribunals. The Judicial Office (JO) for the judiciary has specialist requirements which are detailed below.
2. The Judicial HR, welfare and casework team support the Lady Chief Justice and the Senior President of Tribunals by contracting professional welfare support services for judicial office holders.
3. For the purposes of this document and all documents of the Framework, Judicial Office (for the judiciary) will be referred to as 'JO for the judiciary'.
4. The Judicial Office is a unique branch of the civil service, independent from the machinery which supports the Government, and dedicated to supporting the judiciary as the third arm of the state. We promote and safeguard judicial independence to maintain confidence in the rule of law.
5. The Judicial Office is not answerable to Ministers but instead, through our Chief Executive, to the Lady Chief Justice of England & Wales and the Senior President of Tribunals as we help them to fulfil their responsibilities to the judiciary.
6. Through our specialist teams, we support some 24,052 judicial office holders (judges, non-legal professionals, coroners and Magistrates) in an ever-evolving justice system, providing policy, legal and handling advice and operational support on a wide range of matters. This includes, but is not limited to, advice on judicial leadership, support with relationships with Government and assistance with justice sector reform, judicial education and training, communications and human resources.
7. Judicial Office Holders are located across England and Wales with limited tribunals based in Scotland.

1. Roles and responsibilities

1.1 The Service Provider is required:

- To provide the Judiciary with an exclusive free phone number (separate from MOJ staff free phone number)
- To promote the helpline service as the "Judicial Helpline."
- To agree with the judge at first contact how they wish to be addressed
- To ensure that calls are treated with the highest confidentiality
- To ensure that only approved accredited counsellors deliver these services, including initial contact via the Judicial Helpline.
- To provide a list of all practitioner locations
- To ensure that requested, anonymised management information/statistics are provided to the Judicial HR Welfare and Casework Team on a monthly basis and in a format agreed with the Judicial HR, welfare and casework team on all services
- To ensure that the anonymised invoices are processed on a monthly basis
- To provide sufficient promotional materials, including digital options, with the appropriate Judicial Office branding In line with MoJ specification around promotional materials.

Promotion of the Judicial Assistance provision through attendance of the supplier's staff at regional and national events and through promotional digital content and merchandise as per the MoJ Specification.

All counsellors are expected to have knowledge of the various judicial roles.

Mandatory Vetting Levels: The following Security Vetting is required for all counsellors, clinicians and staff providing professional advice/and or support to judicial office holders, including those not directly employed by the Contractor at the following levels:

- Enhanced Level 1
- National Security – **Counter Terrorism Clearance**

1.2 **The Judicial HR, welfare and casework team** is required:

- To promote this service internally
- To make the Service Provider aware of invoicing requirements for all services
- To make the Service provider aware of MI requirements
- To arrange familiarisation visits for a group of lead counsellors and to provide Judicial role descriptions, videos and other supporting materials so that counsellors understand the full range of judicial roles.
- To keep the Service Provider updated on relevant HR policies and processes

1.3 The Service Provider nominated Account Manager must always have knowledge of all aspects of this specification. The account manager will be the primary contact between the Service Provider and the Judicial HR, welfare and casework team. This will include:

- the provision of corporate management information as set out by the Judicial HR welfare and casework team.
- The Judicial Office will require individual monthly meetings for the initial 3 months of mobilisation and for the first three months of delivery

- attending contract review meetings in line with MoJ specification. The JO will attend contract review meetings with the MoJ as a joint review.
- providing detailed key performance data
- providing explanations and timely solutions to service delivery problems in line with the MoJ Specification.
- identifying trends and possible process improvement measures
- resolving customer complaints and queries which cannot be dealt with at regional/local level.

- 1.4 The account manager must have the information, expertise and authority to deal with all queries and problems as they arise.
- 1.5 The Service Provider must provide contact details for its representative dealing with contractual issues if it is different to the Account Manager. The name(s), location(s) email address(es) and telephone number(s) of the person(s) designated to have first line responsibility for order, delivery and invoice queries from the Customer should be supplied.
- 1.6 The Service Provider will provide services which clearly reflect the JO for the judiciary policies and associated guidance, and which meet any standards set by them. Where there is a requirement to develop new, or to review existing guidance, standards and/ or associated documentation and processes, the Service Provider is required to work collaboratively with JO for the judiciary to ensure legislative and clinical governance requirements are met and that effective service delivery is ensured.

2. Judicial Office (for the judiciary) – Specification

- 2.1 The Service Provider is required to clearly outline how the Judicial Assistance Programme, Judicial Professional Support Conversations, trauma support, mediation and bereavement counselling will be met in their bid. Where the specific requirements of the JO for the judiciary will incur additional costs, these must be detailed separately.
- 2.2 The headcount for the JO will not be combined with the MoJ EAP headcount number in relation to the helpline. The JO volumes can be located within the pricing schedule.
- 2.3 The Service Provider must have the flexibility and capacity to accommodate all requirements and fluctuations in demand and support the transition of services to another provider at no additional cost to JO for the Judiciary and/or MOJ.
- 2.4 The Judicial Assistance Programme (JAP) consists of bespoke services which provide judicial office holders with access to practical emotional and mental wellbeing support direct from a qualified counsellor
- 2.5 The Service Provider should not advertise or refer to the JAP services they provide in any of their corporate material, including marketing, promotions and presentations that they provide to other customers within the MoJ provision.

- 2.6 The Judicial HR, welfare and casework team must be able to assure the Lady Chief Justice and Senior President of Tribunals that confidentiality of records and information relating to judicial office holders is always protected. Storage arrangements must be agreed with the Judicial HR, welfare and casework team and apply to the Service Provider as well as counsellor's/ Storage must not be sub-contracted to another company.

3. Counsellors

- 3.1 The Service Provider's counsellors, clinicians and staff providing advice/and or support to judges, including those not directly employed by the Service Provider must meet the minimum level of relevant qualifications and experience required for membership of their appropriate professional bodies which should include one or more of the following:

- British Psychological Society.
- British Association for Counselling & Psychotherapy (BACP);
- British Confederation of Psychotherapists;
- British Association for Behavioural and Cognitive Therapies (BABCP);
- National Counselling Society (NCS);
- UK Council for Psychotherapy (UKCP);
- Health and Care Professionals Council (HCPC);
- Nursing and Midwifery Council (NMC);
- General Medical Council (GMC); and
- COSCA (Counselling & Psychotherapy in Scotland).

This includes individuals maintaining any Continuous Professional Development (CPD) requirements specified by the relevant professional body.

- 3.2 A practising Counsellor should hold a Diploma in Counselling or equivalent level as a minimum qualification and should belong to a recognised UK professional body, as above.
- 3.3 The Service Provider will use highly experienced and qualified counsellors with a track record of providing exceptionally high-quality counselling support to an organisation's workforce. A senior counsellor should always be available to deal with more complex/demanding cases.
- 3.4 All counsellors will need to have a minimum:
- Professional Accreditation or equivalent
 - **1000 plus hours relevant experience**
 - Adherence to the Ethical Framework of the British Association for Counselling and Psychotherapy (BACP)
 - Knowledge of working within an EAP/work counselling service
 - Good understanding of contract and boundary management
 - Effective motivational skills with clients
 - Regular clinical supervision

- Professional liability insurance
- An active commitment to continuing professional development
- Good written, oral communication and interpersonal skills
- High standards of discretion and confidentiality
- Good organisational and time management skills
- Maintaining records to standard required for auditing purposes
- Effective telephone-based skills

3.5 All practitioners should have completed a rigorous training programme which includes assessed role-plays to demonstrate satisfactory performance and assessed knowledge tests. They should also receive professional supervision and Comply with the BACP Ethical Framework for the Counselling Professions (2018). There should be monthly supervision sessions and monthly peer supervision sessions during which practitioners will ensure that they are up to date on the latest professional issues.

3.6 A group of the Service Providers 'lead' counsellors will be required to develop a comprehensive understanding of the work of judicial office holders and share this knowledge with any of their colleagues that will be dealing with the judiciary. They will be required to have spent one day with a judicial office holder so they can become familiar with the culture and practices of the judiciary. All counsellors working with the judiciary are expected to have read information provided by Judicial HR which includes information on the various judicial roles and to have viewed information in other formats such as videos etc.

3.7 The confidentiality of the counselling sessions is of paramount importance and should be reflected in the Service Provider's policies and procedures. Before undertaking work relating to provision of services to the Judiciary, practitioners should be required to read and sign a statement of confidentiality. They should adhere to the ethics of the British Psychotherapy (BACP). Clients should be confident that practitioners will treat all information about them confidentially, whether obtained directly or indirectly.

3.8 The above applies unless:

- The caller waives the right to confidentiality
- The caller may harm themselves or others (or other significant threats to Health and Safety)
- The caller discloses a serious crime
- Disclosure is required by law or in the public interest.

3.8 No practitioner will break confidentiality unless they have discussed and agreed it with another senior practitioner or unless it is an exceptional emergency.

The following services must be provided:

- The Judicial Helpline
- Digital Services
- Counselling
- Critical Incident/Trauma support in the form of individual sessions and group sessions
- Professional Support Conversations and Trial Support.
- Early Facilitated Conversations (Mediation)

- Group reflective practice sessions.

4. Service Description – Judicial Assistance Programme (Helpline and Counselling)

- 4.1 The Helpline for the judiciary is exclusive to judicial office holders and should be referred to by the provider and counsellors answering calls as the "Judicial Helpline".
- 4.2 Any counselling support provided to a judicial office holder, must be delivered by a counsellor specifically trained in dealing with the impact of harassment, bullying, discrimination and workplace conflict.
- 4.3 Whilst the JAP Service Provider would not be expected to advise on policies relating to harassment and bullying, or be directly involved as an advocate in specific grievance cases connected with harassment and bullying they will be expected to signpost judicial office holders to relevant judicial HR policies, where requested; or where the Service Provider deems it appropriate, provide counselling support to those personally involved.
- 4.4 Where a judicial office holder perceives themselves to be/have been bullied, harassed or discriminated against and requires counselling but has already received six counselling sessions within the contractual year not connected to harassment, bullying or discrimination, the Judicial Office, welfare and casework team may authorise a separate counselling referral, and further sessions will be delivered during a contract year.
- 4.5 The Service Provider will offer a Judicial Assistance Programme (JAP) for judicial office holders. Counselling services will only be available to the judicial office holder. The service differs from the service offered to MoJ staff in that although each judicial office holder will be given direct access to up to six counselling sessions per contractual year these will be paid for individually as part of the specialist non-core service as and when they are used as stated within the pricing schedule
- 4.6 JAP core elements:
- a dedicated telephone line called the Judicial Helpline with a separate number to the staff helpline number, offering initial immediate support/advice, which is separate from the MoJ and HMPPS service and is exclusively for the use of the judiciary support. The helpline will offer advice and information, based on assessment of the individual's needs with a view to providing the most appropriate therapeutic interventions to ensure that customer requirements are met;
 - a hub/dedicated area within the Service Provider's website or portal for MoJ which contains content for the judiciary, and which contains an area dedicated to and only accessible to the judiciary;
 - the advice line and hub/website area must be available 24 hours a day, 7 days a week service (for 365 days a year);
 - The Business group branded telephone services, triage and support services - telephone services to be staffed by qualified counsellors;

- publicity and promotional materials including digital content and merchandise specific to the judicial service to be provided on request and attendance of suitable staff at regional and national judicial events to promote judicial services.
- The Counselling session must take place within 5 working days of the initial assessment

The below services will be provided and priced for individually within the pricing schedule, on a pay as we use service:

- provision for a programme of short-term face to face or telephone counselling up to a maximum of six sessions per judicial office holder per contractual year to be charged based on the actual number of individual counselling sessions used up to a maximum of six sessions. Delivered as a pay at the point of use service. All face-to-face counselling appointments to be offered within 1 hour's travelling distance by public transport of the judicial office holders' home or sitting location
- Judicial professional support conversations/Trial Support (see Section 9 below for more information)
- Additional counselling sessions above the six initial counselling sessions (to be agreed with welfare and casework team))
- CBT (typically a course of up to 6 sessions delivered in person or remotely) requires approval from the welfare and casework team
- EMDR (typically a course of up to 6 – 8 sessions delivered in person or remotely) requires approval from the welfare and casework team
- Workshops/Seminars/Training to mirror subject matters within the MoJ specification within Education, Support and Training
- Critical Incident Support Services – for rare incidents we may require specialist advice on best way to proceed with support
- Early Facilitation Conversations (Mediation)

- 4.7 All of the above services (excluding an initial six counselling sessions and Professional Support Service) must obtain prior agreement via the Judicial HR, welfare and casework team.
- 4.8 The options listed at 4.6 are referred to as the "Judicial service" The Judicial Office for the judiciary has the option to return to a 'standard service' as set out in the MoJ Specification and provided to the rest of MoJ, at any point during the duration of the contract with costs aligned to those set for the MoJ standard service.
- 4.9 Services provided should be arranged to take place with as little disruption to the judicial office holder's day to day duties as possible. Appointments with judges should take place between 8:00am – 6.00pm Monday to Friday to take into account court sittings times of 10:00am to 4:30pm. In exceptional circumstances, counselling sessions may be required to take place in evenings, up to 9.00pm but only at the judicial office holder's discretion.
- 4.10 Provide immediate telephone counselling support and/or forward the Authority personnel immediately to emergency NHS Primary Care/A&E where a user is presenting at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm and/or to others.

- 4.11 If the judicial office holder wishes to be seen outside of their normal working environment, the Service Provider will only use practitioners with access to suitable consulting rooms and will provide and agree a list, with the Judicial HR, welfare and casework team, during the "call off" period.
- 4.12 The Service Provider will ask the user if they would prefer a counsellor of a particular gender or ethnicity (unless the counsellor deems in their clinical judgement that it would be inappropriate to do so due to the unique circumstances of the call
- 4.13 In addition to counsellors providing information, support and guidance and telephone and face to face counselling, the Service Provider will provide the judiciary with information on relevant specialist organisations/voluntary agencies in their local area that may be able to provide supplementary assistance. Signposting JO holders as appropriate:
- 4.14 This list is not exhaustive.
- External support - Relate, Alcoholics Anonymous, and Cruse, and other such organisations and networks.
- 4.15 Although judicial office holders will normally make a direct approach to the JAP Service Provider for help through the service, the Service Provider will also accept referrals for users from the Judicial HR, welfare and casework team (with the judicial office holders or family members consent).
- 4.16 The Judiciary requires a JAP that can offer judges emotional and psychological support in the following areas:
- Addiction / dependency / substance abuse;
 - Alcoholism;
 - Anxiety disorders;
 - Bereavement;
 - Career/role related stress;
 - Bullying / harassment / intimidation / workplace conflict;
 - Harassment, assault or abuse from litigants or members of the public;
 - Care responsibilities related to childcare / eldercare / disability care / impacts of Covid-Debt advice.
 - Depression.
 - Discrimination.
 - Matrimonial / domestic settlement.
 - Domestic violence.
 - Eating disorders.
 - Emotional issues.
 - Family and relationship conflict.
 - Gambling.
 - Gender reassignment.
 - General Health concerns: understanding a diagnosis and living with long term illness.
 - Infertility.
 - Mental Health issues.

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- Miscarriage.
- Menopause.
- Lesbian, Gay, Bisexual and Transgender (LGBT) issues.
- Post-traumatic stress issues including those arising from an accident whilst sitting or an incident relating to the role of a judicial office holder.
- Relationships - work and personal.
- Retirement.
- Sexual assault and abuse.
- Stress.
- Support following an accident.
- Support for all parties involved in a formal investigation process i.e. conduct and grievance both during and following the investigation
- Trauma Care.
- Terminal illness support.
- Advice and support for leadership judges, who have pastoral responsibilities for other judges.
- Impact of COVID 19.

The Service Provider shall not provide the following to judicial office holders

- tax advice;
- legal advice other than that which is provided to judicial office holders within the context of welfare counselling, provided this is restricted to a signposting service.
- financial advice on any matter other than debt issues
- direct provision of medical treatment – Service Providers will instead advise or directly refer (in the case of emergency) to NHS Primary Care.

5. The Judicial Helpline

5.1 The Judicial Helpline service ('The Helpline') will be available for judicial office holders and their immediate family members, although individual counselling services will only be available to the judicial office holder. The judges will be provided with an exclusive free phone telephone number enabling them to speak to a qualified counsellor 24 hours per day, 365 days a year.

5.2 The Helpline should be answered within 30 seconds by the service providers Counsellor. If applicable and IVR/AVR is implemented the 30 seconds would commence from selection of the option by the user.

If a recorded message is to be played it must refer to the Judicial Helpline and confirm that the number called is on a line that is dedicated to the judiciary.

5.3 The Service Provider will utilise technology to route calls appropriately, identify the "customer" as a judicial office holder and greet them accordingly. The personalised greeting will ensure the services are identified as being exclusive to the judiciary. Speaking to a trained and qualified practitioner, the caller will be asked for contact details and will be told what information/records will be kept by the

Service Provider of the call. The scope of the service will be discussed as required with the caller, with a view to matching their needs to a particular service or with a particular counsellor where counselling sessions are required.

- 5.4 Where judicial office holders are not clinically suitable/declined for short-term focused counselling the Service Provider will follow up within a two-week window to ensure that the user has progressed their case and will close the case from a Service provider perspective.

6. Digital Services - Mobile Phone App and Webpage/Online Portal

- 6.1 The Service Provider will provide for the exclusive use of the judiciary delivery of a webpage/online portal webpage and app compatible with mobile iOS and Android application, downloadable mobile phones and tablets.
- 6.2 The Service Provider shall ensure that, where this mode of delivery is selected by the Authority, the application is available 24/7, 365 days per year (366 days in a leap year) including bank holidays.
- 6.3 Provide where required, a fully accessible, secure online therapeutic intervention service meaning access to services via e-mail, text or Live Chat functionality to complement telephone, face to face or video-based services.
- 6.4 The app should provide access to services, wellbeing information and support, and a personalised, interactive wellbeing journey.
- 6.5 The Service Provider is not expected to provide additional services via the mobile application to those which are available via the online portal.
- 6.6 The Service Provider should provide an app or webpage/portal which is accessible from go live.
- 6.7 The Authority will not provide employee workforce data to the Service Provider in advance of the Application going live or thereafter.
- 6.8 The Service Provider shall ensure the App shall be in place for the life of the contract as changes or implantation of alternatives result in confusion and disruption for Employee's. In extreme circumstances if an alternative App is required, implementation of the new app would require sufficient notice to the Authority (minimum 6 months' notice) to allow for testing, content approval and internal communications. The Authority would not accept the implementation of a new app within the final 12 months of the contract. However, The Authority reserves the right to reject any proposed amendments or introduction of a new app.
The Service Provider shall not introduce Artificial Intelligence (AI) tools or services without the permission of The Authority.
- 6.9 The online webpage/portal shall be a web-based resource which both the webpage/portal and app shall support judicial office holders health and wellbeing and shall contain, as a minimum:
- Details of how to access the services, including brief descriptions of such services

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- Details of services which are freely available to judicial office holders, and which would be signposted by the Service Provider in any case, for example, whistleblowing, MIND and Samaritans
- Self-help podcasts, videos, webinars, guides, fact sheets and leaflets in fully downloadable format on subjects at a minimum including but not limited to:
 - Stress and pressure
 - Health conditions
 - Personal resilience
 - Work/life balance
 - Suicide and self-harm
 - Bereavement
 - Physical activity
 - Nutrition
 - Smoking / Vaping
 - Alcohol
 - Sleep
 - Menopause and perimenopause
 - Men's health
 - Women's health
 - Disability
 - Neurodiversity

6.10 Update the app and webpage/online portal at regular (annually as a minimum) intervals with all relevant material to support the services or more frequently if any changes to legislation or policy.

6.11 The app and webpage/portal shall:

- Provide advice and guidance on physical health, mental health and healthy lifestyles.
- Provide health-check questionnaires, which judicial office holders will be able to complete online. On submission of the questionnaire, judicial office holders shall be provided with immediate results, feedback and guidance as to lifestyle options and/or sources of further support and guidance, including a lifestyle behaviour change programme. Judicial office holders shall also receive an online and/or e-mail version of the completed report and recommendations.
- Provide communication regarding upcoming free webinars.
- Offer the user the opportunity to complete a confidential questionnaire which offers an appropriate wellness journey for improvement to judicial office holders. Such results will be anonymised and provided to the Authority as part of the management information.

6.12 The Service Provider shall:

- Ensure any amendments to the content receives approval from the Authority.

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- Ensure the portal/app is accessible through all Internet browsers. These include Mozilla Firefox, Microsoft Edge and Google Chrome.

The app and webpage/app shall support employee-led registration which may include:

- Username
- Judicial office holders number
- User email address (personal or work)
- User's employing department name
- User's business unit
- Organisational Code

The Service Provider shall:

- Supply appropriate materials (digital posters, leaflets) exclusive to the JO that can be utilised for internal promotion of service. These should be accessible to download and print locally.
- Ensure the portal/app is a secure system and include a process to ensure that employees registering as Employees of the system are the Authority employees. The Service Provider shall provide secure solutions that comply with any restrictions or requirements arising out of the Authority security policies. This shall include, but not be limited to:
 - Cyber Essentials Scheme Basic Certificate;
 - CESG Check Accreditation;
 - BS EN ISO 9001 or agreed equivalent; and
 - ISO 27001 Information Security Management or agreed equivalent.
 - HMG Baseline Personnel Security Standard

The Service Provider shall not charge a premium to the Authority for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by the Authority.

The provider shall ensure the app and webpage/portal must adhere to the web content accessibility guidelines (WCAG) version 2.2.

7. Counselling

- 7.1 Where there is a requirement for a judicial office holder to receive counselling, it will typically, be up to six-sessions. However, in exceptional circumstances, additional sessions may be delivered but this must be approved in advance by the Judicial HR, welfare and casework team. The name of judicial office holder will only be shared with the Judicial HR, welfare and casework team for the purpose of verifying invoicing charges.
- 7.2 Where a judicial office holder's call is linked to concerns of bullying, harassment and/or discrimination and counselling is required, a professional counsellor with experience in dealing

with workplace conflict and/or discrimination should be assigned to support the judicial office holder.

- 7.3 Where more specialised help is needed, the caller may be re-directed to appropriate sources of specialised professional support, such as Cognitive Behavioural Therapy (CBT) or Eye Movement Desensitisation Reprogramming (EMDR). This will be done in a timely and appropriate manner. Where the Service Provider identified that a judicial office holder requires CBT or EMDR, the Service Provider will seek approval from the Judicial HR Welfare and Casework Team before arranging any sessions, providing only the name of the judicial office holder (with their consent) so as not to breach confidentiality.
- 7.4 Welfare and Casework Team Referrals - Although JO Holders will normally make a direct approach to the Service Provider for help, the Service Provider will also accept referrals for help for the judicial office holder via the Welfare and Casework team with consent from the judicial office holder. This referral will be the completion of a referral form, which will be e-mailed directly to the Service Provider.

8. Critical Incident/trauma support

- 8.1 Critical incident and trauma support should be provided to judicial office holders for example, in circumstances such as a physical assault or an attack on a judicial office holder, which might include those who witness that assault or attack, support for colleagues following the death of a judicial office holder, incidents where judicial office holders are the subject of online harassment and threats to their safety and other traumatic circumstances where a judicial office holder may require access to this service.
- 8.2 Support should be provided by a trained professional and offered as an individual session or onsite group sessions.
- **Individual sessions** – to consist of tailored wellness checks which can take typically this would consist of telephone calls, frequency and time to be agreed with the judicial office holder, which take place over a three-week period following the critical incident. During the last trauma well check the judicial office holder may decide that the support provided by the critical incident team has been sufficient. In instances where it would be beneficial for the judicial office holder to have ongoing support this will be discussed with the trauma support professional, and if agreed, the judicial office holder will be referred to the Service Provider's counselling team for ongoing support. Judicial HR welfare and casework team will be notified of the outcome.
 - **Group support** - where a number of judicial office holders are affected by a traumatic incident the Judicial HR welfare and casework team will contact the Service Provider who will arrange an onsite face to face group session with a trained professional.
- 8.3 The Service Provider will be expected to respond quickly to incidents of a traumatic nature such as sudden death, assaults or accidents (both in and out of the Courts/Tribunals). See the section on KPIs below.

- 8.4 Specialist counselling support specific to the incident should be available 24 hours a day. The Service Provider should provide dedicated contacts and contact details so that support can be provided promptly. If the helpline number is provided as a route to access trauma support, then all trained counsellors answering calls must be able to initiate trauma support as outlined above.
- 8.5 The Service Provider shall telephone the welfare and casework team within 60 minutes of initial referral call/email to gather the relevant details of the incident and agree with the welfare and casework team when the Critical Incident Support will commence (usually within 24 hours of the incident) and how the debrief will be delivered.

9 Service Description – Judicial Professional Support Conversation Service including Trial Support Service (JPSC)

- 9.1 The role of judicial office holders in the Courts and Tribunals is complex and highly demanding and bound by confidential processes and regulatory constraints. Judges are required to preside over an increasing number of trials involving sexual offences, including those against children. Judges have an increasing workload and are frequently hearing complex cases, often being exposed to cases that involve extreme acts of violence, torture, injury, or death including cases involving multiple victims. They hear distressing evidence and view disturbing material. The nature of a judicial office holders role means that they do not have the flexibility to choose to hear different types of cases, as a result they are exposed to cases involving extreme violence and abuse with no respite.
- 9.2 The JPSC service will be made available to a selection of judges, however JO for the Judiciary does not guarantee volumes, nor frequency of appointments. Volumes for this service are not guaranteed. Indicative volumes have been provided within the pricing schedule.
- 9.3 The Service Provider will deliver a targeted-counselling programme service to a cadre of approximately 1100 judges known as 'Judicial Profession Support Conversations'. The JPSC programme will consist of a 1:1 meeting to take place within 5 working days of first contact at least once a year, with a senior professional counsellor to discuss areas of concern, psychological debriefing and assess the need for further welfare support.
- 9.4 Judicial Office for the judiciary may expand the availability of the service to other judicial roles during the duration of the contract and the Service Provider must be able to agree arrangements to meet any changes in the offer and increase in demand for services.
- 9.5 The JPSC requirement is for a network of senior counsellors to deliver high quality counsellor/therapist focused support in either a judge's locality or regional centre or external premises nationally, by telephone or secure video call. These specialist's will be identified during mobilisation and biographies provided to the Welfare and Casework Team for publication on the Judicial Intranet.
- 9.6 The Service Provider and their counsellors will be required to develop a comprehensive understanding of the work of judges including an awareness of the serious nature of cases. They will be required to become familiar with the culture and practices of the judiciary and to undergo appropriate familiarisation e.g. court visits, sitting in on trials, shadowing judges. The Welfare and Caseworker team will define this process with the Service Provider during mobilisation.

- 9.7 The Service Provider will deliver the JPSC programme which consists of a 1:1 meeting to take place at least once a year, with a senior professional counsellor to discuss areas of concern, psychological debriefing and assess the need for further welfare support.
- 9.8 All JPSC's should be focused on the judicial role, with the aim of supporting judges to cope effectively with the impact of dealing with cases that can involve extreme acts of violence or injury or death of children, multiple victims and traumatic evidence.
- 9.9 The service must be accessible to judicial office holders who may have a disability, including alternative delivery formats for example text- phone, Braille, etc as set out in the MoJ Specification.
- 9.10 In some cases, and at the request of the Judicial HR, welfare and casework team, the Service Provider will provide 1:1 support with a senior professional counsellor at three key stages of a trial/hearing: pre-hearing, during and post-trial/hearing. The service will be known as the Trial Support programme. initial contact to be made within 48 hours of first contact.
- 9.11 Where appropriate, if the counsellor carrying out the 1:1 considers it appropriate they can make referrals to the core or specialist non-core services detailed in the JAP requirements above.
- 9.12 The JPSC and Trial Support Service can be arranged through the following access routes:
- JPSC only - direct request by the judicial office holder to the Service Provider to a dedicated email address;
 - Trial Support Service - Judicial HR, welfare and casework team.
- 9.13 Services provided should be arranged to take place with as little disruption to the judicial office holder's day to day duties as possible. Appointments with judges should take place between 8:00am – 6:00pm Monday to Friday to take into account court sittings times of 10:00am to 4:30pm. In exceptional circumstances, counselling sessions may be required to take place in evenings up to 9:00pm but only at the judicial office holder's discretion.
- 9.14 Appointments are to be made by telephone, text message or e-mail subject to the judicial office holders' preference.
- 9.15 The Service Provider will ensure that they remain alert to emerging organisational needs so that Judicial HR, welfare and casework team may add new services when they are consistent with and complementary to the core JPSC functions.

10. Early Facilitated Conversations (Mediation)

- 10.1 The Service Provider will provide a mediation service which will be known to the judiciary as *Early Facilitated Conversations*, the service will aim to facilitate early informal resolution of workplace disputes. This will form part of the specialist non-core services. Contact will be made with the referrer within 2 working days of the referral being made.
- 10.2 The Service Provider's mediators must meet the minimum level of relevant qualifications and experience required for membership with the College of Mediators or/and Civil Mediation Council in order to have gained registered status as a mediator.

- 10.3 Mediation services provided should be arranged to take place with as little disruption to the judicial office holder's day to day duties as possible. Sessions with Judicial office holders should take place between 8:00am – 6:00pm Monday to Friday to take into account court sittings times of 10:00am to 4:30pm. Mediation is available to all judicial office holders, however we do not envisage a high number of mediation requests.
- 10.4 Mediation can be offered virtually or in person (face to face) In person mediation will usually take place in a day or half a day. Subject to the requirement of the judicial office holders, some mediation sessions may be split over a short period of time so that individual conversations with the mediator take place first followed by a session bringing the parties together. Each mediation will include the offer of a follow up session two months after the mediation session has been completed. This is at the discretion of the parties involved.
- 10.5 The structure of the mediation could consist of any of the following options and will be determined with the agreement of the judicial office holders concerned:
- i. A full or half day of mediation virtually or onsite which will include all of the stages of the mediation process
 - ii. A separate remote/virtual session with each individual participating in the mediation followed by a separate remote/virtual session bringing the parties together.
 - iii. A follow up session within two months held remotely/virtually to review the situation.
- 10.6 If requested by parties, the Service Provider's mediator will write up an agreement at the conclusion of the mediation and before the follow up meeting with the parties. All aspects of the written agreement must be agreed by both parties, and this will only be shared with the Judicial HR, welfare and casework team if both parties agree to this.
- 10.7 The Service Provider will be expected to provide Judicial HR, welfare and casework team with the dates of the mediation, the stage in the process, and confirmation as to whether the parties required a written agreement and/or a follow up session.
- 10.8 The Service Provider will provide Judicial HR, welfare and casework team with a dedicated email address for the purpose of submitting requests for mediation. Mediation requests will only be made by Judicial HR, welfare and casework team. A referral form will be made available for this purpose.
- 10.9 The Service Provider will provide a billing schedule which will include the costs of a full day mediation (on site), cost of half day mediation (virtual/remote or onsite) and the hourly rate for remote/virtual mediation with each individual prior to the session where the parties come together.

11 Security Requirements and Vetting

- 11.1 The requirements for JO for the Judiciary and the provision of the Judicial Assistance Programme and Judicial Professional Support Conversations are detailed below regarding security clearance and vetting:

11.2 **Mandatory Vetting Levels:** The following Security Vetting is required for all counsellors, clinicians and staff providing professional advice/and or support to judicial office holders, including those not directly employed by the Contractor at the following levels:

- Enhanced Level 1
- National Security – Counter Terrorism Clearance

11.4 In addition to mandatory vetting levels, local managers may at any time risk assess not directly employed workers to determine the vetting level required.

11.5 The Service Provider shall ensure that all Service Provider Staff have appropriate security clearance and comply with any additional security requirements specified by MOJ at mobilisation stage.

12 Management Information:

12.1 To ensure that requested, anonymised management information/statistics are provided to the Judicial HR Welfare and Casework Team Within 10 working days of month 2 for the previous month in a format agreed with the Judicial HR, welfare and casework team on all services the provision of corporate management information

12.2 Management information in relation to services to the judiciary, must only be provided to the Judicial HR, welfare and casework team and is not to be distributed to or shared with the MoJ/HMCTS/HMPPS.

12.3 The Supplier's nominated Account Manager must have knowledge of all aspects of this specification at all times. This account manager will be the primary contact between the Supplier and the Judicial HR, welfare and casework team. This will include:

- the provision of corporate management information
- attending contract review meetings at a frequency determined by the Customer at a minimum every two months or more frequently where required
- providing detailed key performance data
- providing explanations and timely solutions to service delivery problems
- identifying trends and possible process improvement measures
- resolving customer complaints and queries which cannot be dealt with at regional/local level.

12.4 The account manager must have the information, expertise and authority to deal with all queries and problems as they arise.

12.5 The Supplier must provide contact details for its representative dealing with contractual issues if it is different to the Account Manager. The name(s), location(s) email address(es) and telephone number(s) of the person(s) designated to have first line responsibility for order, delivery and invoice queries from the Customer should be supplied.

- 12.6 The Supplier will provide services which clearly reflect the JO for the judiciary policies and associated guidance, and which meet any standards set by them. Where there is a requirement to develop new, or to review existing guidance, standards and/ or associated documentation and processes, the Supplier is required to work collaboratively with JO for the judiciary to ensure legislative and clinical governance requirements are met and that effective service delivery is ensured.

13 Disputes/Complaints resolution procedure:

- 13.1 The Service Provider will have an effective policy and procedure for dealing with customer dissatisfaction and complaints. The Service Provider will also have process for dealing with service delivery concerns raised by Judicial HR, welfare and casework team.
- 13.2 In the event of any complaint being made by the Customer or one of its employees about the quality or level of service provision, the Service Provider will acknowledge all complaints within one working day of receipt and provide updates at intervals of every two working days.
- 13.3 The Service Provider will investigate the complaint and respond in writing with the outcome of that investigation in line with the KPI. If the complaint cannot be resolved within that timeframe, the Service Provider must send an interim response giving reasons for the delay and the likely timeframe for resolution. Complaints will be reviewed at the Customer's Contract meeting.
- 13.4 An escalation process within the Service Providers organisation should be available and this should be 3 stages ideally with the below roles or equivalent.
- Level One: Account Manager
 - Level Two: Director
 - Level Three: Board of Directors

14. Invoicing

- 14.1 Invoices are to be generated on a monthly basis for all interventions, including for any of the six counselling sessions used during that month along with any monthly standing charge that may be due in accordance with the contract and must be provided in accordance with the KPI's
- 14.2 Each invoice must include the relevant Purchase Order number (PO number). To support the invoice, appropriate backing data detailing which will provide the name and location of the judicial office holder who has accessed specialist core services (except for JPSC where the identity and location of the judicial office holder will remain confidential). This will include information generated from Management Information and the itemised cost associated with each intervention.
- 14.3 There must be separate invoices (and backing data) each month for:
- Invoice 1: Core Services
 - Invoice 2: Specialist non-core services
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- 14.4 Invoices relation to services provided to JO for the judiciary must be sent to JOHR.Casework@judiciary.uk

15. Key Performance Indicators (KPIs)/Service Level Agreements

- 15.1 The baseline service levels as set out in the MoJ Specification apply to the Judicial Assistance Programme services, however, not all will be relevant.
- 15.2 The Service Provider shall agree with the Judicial Office, welfare and casework team at "call off" the format of Management Information for this service which should be provided on a monthly basis. Management information for JO for the judiciary will be at a minimum in accordance with the requirements in the MoJ Specification.
- 15.3 Management information in relation to services to the judiciary, must only be provided to the Judicial HR, welfare and casework team and is not to be distributed to or shared with the MoJ/HMCTS/HMPPS.
- 15.4 The Service Provider is required to adhere to the KPIs set out in the MoJ Specification unless specified in the KPI Table below:

JO for the Judiciary KPI table	GREEN	AMBER	RED
JPSC: initial 1:1 session to take place within 5 working days of first contact	>= 99%	>= 98% and < 99%	<97%
Trial Support: initial contact to be made within 48 hours of first contact	100%		<100%
Critical Incident Support Service: all counselling appointments to be arranged within 24 hours of first contact	100%	>= 98%	<98%
Counselling: All referrals to counselling should be delivered with 5 working days of the initial assessment.	100%	>= 98%	<98%
Counselling: Face to face appointments to be offered within 1 hour's travelling distance by public	100%	>= 98% and < 99%	<97%

Guidance contained in this document is intended for use by ESPO employees however it is made available to ESPO customers. ESPO customers must seek their own legal advice as to the content and drafting of this document.

transport of the judicial office holders' home or sitting location			
Early Facilitated Conversations (Mediation): Contact will be made with the referrer within 2 working days of the referral being made.	100%	>=98%	<98%
Complaints: All complaints to be acknowledged within one working day of receipt	>= 99%	>= 98% and < 99%	<97%
Complaints: All complaints to be updated at an interval of every two working days	>= 99%	>= 98% and < 99%	<97%
Contract Management: All invoices right first time, provided with supporting data and received at the agreed times	>= 99%	> = 97% and < 99%	<97%
Management Information: Management information delivered monthly to the Judicial HR, Welfare and Casework Team. Within 10 working days of month 2 for the previous month	100%		<100%
All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary Questions will be provided within the timelines outlined for each request by Judicial HR, Welfare and Casework Team	100%		<100%