[Redacted] Undeclared Living Together

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1. OVERVIEW OF REQUIREMENTS

- 1.1 Living Together is a term used to describe a situation where an undeclared partner maintains a joint household with the Claimant at the same residential address.
- 1.2 The Buyer faces increasing loss of public funds, Monetary Value of Fraud and Error (MVFE) attributable to Living Together. The second largest reason for loss being Living Together, which is forecast to significantly increase over the next 3 years.
- 1.3 [Redacted]
- 1.4 [Redacted]
- 1.5 [Redacted]
- 1.6 [Redacted]
- 1.7 [Redacted]

2. **DEFINITIONS**

2.1 The Buyer has provided the following definitions relevant to the Agreement. Terms not defined in this document will have the meaning given to them in the Framework Agreement, unless the context requires otherwise:

Expression or Acronym	Definition
"The Agreement"	Means the proposed Call Off Contract Agreement.
"Alert"	Has the meaning given to it in the Framework Agreement.
"Buyer"	Means the relevant public sector purchaser identified as such in the Order Form, also referred to as the Buyer throughout this document.
[Redacted]	[Redacted]
"Change Control Procedure"	Means the procedure for changing the Framework Agreement and/or the Standard Terms and/or Buyer Call Off Contracts in accordance with Paragraph 6 of Joint Schedule 2 (Variation Form and Change Control Procedure).
"Claimant"	Means the person in receipt of benefit.
"Claimant Only Data"	Means the data that relates only to the Claimant and no other adult.

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"DWP"	Means Department for Work and Pensions.
"FOI"	Means Freedom of Information requests.
"Implementation"	Means mobilisation and migration post contract go-live, or the point at which the new Supplier commences provision of the ordered services.
"Implementation Plan"	Means the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer.
"Independent Case Examiner" or "ICE"	Means the Independent Case Examiner reviews complaints about certain government organisations that deal with benefits, work and financial support.
"IRIS"	Means Integrated Risk and Intelligence Service.
"Living Together"	Means a term used to describe a situation where the Buyer has determined that a Claimant maintains a joint household with an undeclared partner at the same residential address.
"MI"	Means Management Information.
"MVFE"	Means Monetary Value of Fraud and Error.
"OCM"	Means Operational Contract Manager.
[Redacted]	[Redacted]
[Redacted]	[Redacted]
"PUP"	Means Potentially Undeclared Partner.
"PQ"	Means Parliamentary Questions.
"P2P"	Means Purchase to Pay.
"Subject Access Request" or "SARS"	Means Customer request for a copy of data held by the Buyer and Supplier.
"Supplier"	Has the meaning given to it in the Framework Agreement.

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3. SCOPE OF REQUIREMENT

Scope of the Agreement

- 3.1 Services associated with [Redacted] Undeclared Living Together include, but are not limited to:
 - 3.1.1 Implementation Planning and Reporting: A draft of the Implementation Plan is set out in the Annex to Call Off Schedule 13 (Implementation Plan and Testing). The Supplier shall provide a further draft Implementation Plan within Five (5) Working Days of the Contract Start Date. Once agreed, the Supplier shall monitor its performance against the Plan and any Milestones and report to the Buyer on such performance.
 - 3.1.2 Workshops may be required to support the development of the Pilot Services.
 - 3.1.3 Regular checkpoint meetings to review the effectiveness of the results against the required criteria and, in line with paragraph 12.4, identify any improvements that will need to be incorporated [Redacted].
 - 3.1.4 Provision of MI relating to the Contract and its performance, spend and volumes and Social Value reporting, as detailed in Section 8, Management Information / Reporting.
 - 3.1.5 Dedicated account management to support the effective delivery of services and ensure performance in line with the agreed service levels.
 - 3.1.6 Secure data transfer, processing and return to the Buyer. [Redacted] Other methods may be agreed at the Buyer's discretion.
 - 3.1.7 Business Continuity and Disaster Recovery (BCDR): Within Thirty (30) Working Days of the Contract Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a BCDR Plan, as referenced in Call Off Schedule 8 (Business Continuity and Disaster Recovery).
 - 3.1.8 Exit Management: The Supplier shall, within Three (3) Months of the Contract Start Date, deliver an Exit Plan to the Buyer as set out Call Off Schedule 10 (Exit Management).
- 3.2 The following services are firmly *excluded* from the scope of the Agreement:
 - Provision of Claimant Only Data.
 - [Redacted]

Geographical Coverage

- 3.3 The Buyer operates on a national basis across all parts of the UK including [Redacted], across approximately eight hundred (800) sites.
- 3.4 The service must be available / operate in [Redacted].

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Terms and Conditions

- 3.5 The Supplier is required to meet and adhere to all Terms and Conditions contained within the Schedules, and any current or future legislation that may impact the services delivered within the Agreement.
- 3.6 The Supplier must meet and adhere to any additional requirements that are specified within this document and/or included as part of the tender process throughout the life of the Agreement, unless otherwise specified by the Buyer.
- 3.7 Suppliers must not attempt to change the Terms outside of the Change Control Procedure within Joint Schedule 2 (Variation Form and Change Control Procedure).

Agreement Duration

- 3.8 The Agreement between the Buyer and the Supplier shall be for a period of up to Fourteen (14) Months, including a Two (2) Month implementation period, with provision to terminate via a break clause at any time from Six (6) Months of live service.
- 3.9 The Buyer will inform the Supplier in writing of its intention to terminate the Agreement no less than Thirty (30) Working Days in advance of the end of the initial Six (6) Months of live service (i.e., Eight (8) Months from each Agreement start date).

Successful Appointment

- 3.10 Successful appointment does not guarantee any further contract opportunity.
- 3.11 Future requirements will be subject to further competition.
- 3.12 If directed by the Buyer, the Supplier may, as a condition for the award of the Call Off Contract, deliver to the Buyer within Thirty (30) Working Days of a request by the Buyer:
 - 5.15.1 An executed Letter of Intent to Guarantee from the Guarantor; and
 - 5.15.2 A certified copy extract of the board minutes and/or resolution of the Guarantor approving the intention to enter into a Letter of Intent to Guarantee in accordance with the provisions of Joint Schedule 8 (Guarantee).

4. THE REQUIREMENT

- 4.1 To identify Potential Undeclared Partners (PUPs) [Redacted].
- 4.2 [Redacted]
- 4.3 [Redacted]
- 4.4 [Redacted]
- 4.5 [Redacted]
- 4.6 [Redacted]

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- 4.7 [Redacted]
- 4.8 [Redacted]
- 4.9 [Redacted]
- 4.10 Regular checkpoint meetings will be required to review the effectiveness of the results and identify any changes that need to be incorporated during the trial.
- 4.11 [Redacted].

5. KEY MILESTONES AND DELIVERABLES

- 5.1 All documentation detailed below must be provided in electronic format [Redacted].
- 5.2 All documentation should be signed and dated by the relevant Supplier management and version control documented.
- 5.3 The following Contract milestones/deliverables shall apply:

Milestone	Requirement, provision of:	Timeframe for delivery
1	Completed Information Security Questionnaire	To be provided with tender response.
2	Draft Implementation Plan As referenced in the Annex to Call Off Schedule 13 (Implementation Plan and Testing).	Within Five (5) Working Days of the Contract Start Date.
3	Key personnel, roles, responsibilities and contact details, and detailed standard operating procedures for complaints, issues resolution and escalation.	Within Two (2) Weeks of contract Award
4	Final Implementation Plan and Test Strategy.	Within Two (2) Weeks of the Contract Start Date.
5	[Redacted]	[Redacted]
6	Business Continuity and Disaster Recovery:	Within Thirty (30) Working Days of the Contract Start Date.

Call Off Ref: [Redacted]

	Business Continuity and Disaster Recovery Plan.	
	As referenced in Call Off Schedule 8 (Business Continuity and Disaster Recovery).	
7	 Exit Management: Exit Plan As referenced in Call Off Schedule 10 (Exit Management). 	Exit Plan within Three (3) Months of the Contract Start Date.
	Management).	

6. MANAGEMENT INFORMATION/REPORTING

Minimum Expectations

- 6.1 The Supplier must be able to provide all Management Information (MI) and reporting in formats that are compatible with [Redacted] electronic means.
- 6.2 The Supplier should only use [Redacted] for the provision of contextual documentation to support the analysis of MI.
- 6.3 The Supplier must ensure to supply a definitions list for all abbreviations utilised in MI and reporting.
- 6.5 The Supplier must not amend format or fields of MI without prior agreement from the Buyer.

Detailed MI Reporting

6.6 The Supplier must ensure the accurate and timely provision of a detailed single MI report, in an agreed format, no later than the Seventh (7th) Working Day of the following month, in line with the Buyer's internal reporting deadlines.

Service Level Agreement Performance Reporting

- 6.7 The Supplier must provide performance reports against the Service Levels applicable to the contract and, as detailed in Call Off Schedule 14 (Service Levels) monthly, no later than the Seventh (7th) Working Day of the following month.
- 6.8 The Supplier must also detail the calculation of any Service Credit due against each Service Level.

Social Value Reporting

6.9 The Supplier is expected to support the Buyer in its efforts to support Government priorities to boost growth and productivity and help our communities.

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- 6.10 The Supplier must ensure relevant reporting metrics are adhered to in line with the Social Value Theme and Policy Outcome selected for the Contract, as referenced in Section 10, Social Value.
- 6.11 The reporting metrics can be found in the Social Value Model provided within the relevant link in Section 10, Social Value.

<u>Information Requests and Other Reporting Requirements</u>

- 6.12 The Buyer may request ad hoc MI from the Supplier in response to Freedom of Information requests (FOIs), Parliamentary Questions (PQs) or System Access Requests (SARs), or to support individual data requests from the Independent Case Examiner (ICE), [Redacted] or other public bodies.
- 6.13 The Supplier shall comply with requests for information by the specified timescales. Due to the nature of these requests, the deadlines may vary and will be communicated to, and agreed with, the Supplier in writing at the point of the request. These requests are to be managed in accordance with Buyer security rules in respect of the transfer of data.
- 6.14 The Buyer reserves the right to specify requirements for ad-hoc reporting at any time and for these to be provided within a reasonable time, such as (list not exhaustive):
 - 6.14.1 Any business disruption incidents including mitigation to prevent reoccurrence, as per Business Continuity and Disaster Recovery Plans,
 - 6.14.2 Security and breaches of security at intervals agreed with the Buyer.

Management Information (MI) Reporting

6.15 The Buyer's reporting requirements are detailed below:

Reference Section	Report	Frequency
1	Detailed MI report capturing a range of information to be confirmed by the Buyer during implementation.	Monthly, no later than the Seventh (7 th) Working Day of the following Month.
2	[Redacted]	[Redacted]
3	Performance report against Service Agreements including Service Credit calculation.	Monthly, no later than the Seventh (7th) Working Day of the following month.

Call Off Ref: [Redacted]

4	Social Value Theme 4: Equal opportunity. Policy Outcome: Tackle workforce inequality.	Quarterly.
6	Ad Hoc Requests for Information (e.g., in response to FOIs and PQs).	Within specified timescales.

7. VOLUMES

- 7.1 [Redacted]
- 7.2 As this is a pilot service it is not possible for the Buyer to provide an accurate estimate of [Redacted].
- 7.3 Volumes cannot be guaranteed.

8. SOCIAL VALUE

<u>Public Services (Social Value) Act 2012 and Procurement Policy Note 06/20 – Taking Account of Social Value in the Award of Central Government Contracts.</u>

- 8.1 Under the PPN 06/20 It is mandatory for all Central Government bodies to assess Social Value as of 1 January 2021. Details of the PPN can be found here:
 - PPN 06 20 Taking Account of Social Value in the Award of Central Government Contracts (3) (publishing.service.gov.uk)
- 8.2 The PPN 06/20 will be applied to this Agreement to secure wider social, economic and environmental benefits from the Agreement.
- 8.3 The Social Value Model can be found here:
 - https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf
- 8.4 The Buyer has identified a key theme and associated policy outcome under the Social Value Model, which should be monitored and continually improved upon throughout the life and duration of the Contract:
 - Theme 4: Equal Opportunity. Policy Outcome: Tackle Workforce Inequality.

9. PRICE

- 9.1 Prices exclude VAT and include all other expenses relating to Contract delivery.
- 9.2 The key pricing element of this Contract/Agreement is a Monthly Service Fee (Fixed Rate).

10. STAFF AND CUSTOMER SERVICE

- 10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 10.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 10.3 The Supplier shall ensure that staff understand the Buyer's Mission Statement, as referenced in Section 2, Background to the Buyer above, and will provide excellent customer service to the Buyer throughout the duration of the Contract.
- 10.4 The Supplier must adopt a policy of continuous improvement and innovation in relation to the way the services are provided.

11. SERVICE LEVELS AND PERFORMANCE

11.1 Details of the required Service Levels that the Supplier will be expected to achieve and against which the Supplier's performance will be assessed, including mechanisms to compensate for poor Supplier performance, are detailed in Call Off Schedule 14 (Service Levels).

12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 12.1 The Buyer has legal and regulatory obligations to verify that the suppliers it works with have a reasonable standard of security in place to protect Buyer data and assets.
- 12.2 The Buyer is committed to the protection of its information, assets and personnel and expects the same level of commitment from its suppliers (and sub-contractors if applicable).
- 12.3 To ensure appropriate protection, the Buyer has recently reviewed its Security Supplier Assurance Process and requirements and have made the applicable changes in line with industry good practice. These changes include but are not limited to:
 - 12.3.1 Updated Call-Off Schedule 9 (Security Requirements).
 - 12.3.2 The completion of the 'Information Security Questionnaire' as part of the tender submission and annually thereafter.
 - 12.3.3 Compliance with the Buyer's relevant policies and standards, found at <u>GOV.UK</u>.
 - 12.3.4 Compliance to industry good practice such as 'ISO27001' and certification to 'Cyber Essentials'.
 - 12.3.5 Possession of ISO15489 accreditation or compliance to the same level as this disposal of confidential information standard.
- 12.4 Full information about the Buyer's security safeguards and requirements can be found in Call-Off Schedule 9 (Security Requirements).

Call Off Ref: [Redacted]

12.5 Use of the Information Security Questionnaire (ISQ) allows the Buyer to assess Suppliers' compliance with the Buyer's Security Schedule, Policy, Standard and industry good practice. Suppliers should complete this questionnaire, using the instructions tab, submitting evidence as necessary, including signing the declaration tab as part of their proposal to the Buyer.

13. PAYMENT AND INVOICING

Payments and Invoicing Mechanism(s)

- 13.1 The Supplier must be prepared to use electronic purchase to pay (P2P) routes, including Catalogue, e-Invoicing and electronic card technology.
- 13.2 The Supplier must be prepared to work with the Buyer to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with our ERP system service suppliers and systems.
- 13.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 13.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. The supporting information required is detailed at 15.8.

Invoicing Requirements and Schedule

- 13.5 The Buyer will provide all address and contact details for invoicing and related queries or escalations, during the implementation phase of the Contract.
- 13.6 The invoicing schedule will incorporate the first invoice in arrears on satisfactory completion of the initial bulk match, and subsequent monthly invoices in arrears on satisfactory completion of the monthly monitoring and Alerts service.
- 13.7 By no later than the Tenth (10th) Working Day from the start of the Month following the End Date, the Supplier shall issue a final invoice to apply a correction process whereby adjustments to accommodate the true (actual) volume of cases monitored throughout the Contract Period will be made.

Supporting Information

13.8 The Supplier must provide mandatory supporting information as a minimum to enable accurate and timely payment of invoices. Refer to the table below for a detailed list of invoicing requirements:

Mandatory Fields		
Data required	Data Format	
Invoice reference	Text / General	
Invoice date	Date	
Invoice breakdown	Text	
Invoice breakdown	Currency	
Invoice Net Value	Currency	
Invoice VAT	Currency	

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Invoice VAT status	Text
Invoice Total Value	Currency
Buyer P2P General Ledger Account Code	Text
and Category Code (to be provided by	
the Buyer)	

14 CONTRACT MANAGEMENT

- 14.1 Details of the required Contract Management Arrangements are provided in Call Off Schedule 15 (Contract Management).
- 14.2 The Buyer will provide a designated contact as an Operational Contract Manager (OCM) to manage the day-to-day running of the contract and performance monitoring activity.
- 14.3 The Buyer will provide a designated contact as a Commercial Contract Manager to manage key contractual activity.
- 16.4 The Supplier must provide a designated contact as the responsible Account Manager to the Buyer.
- 14.5 The Supplier is expected to provide a list of key personnel who will be involved in the delivery of the services for this Agreement and contact details within two (2) weeks of Contract Award.
- 14.6 Operational and performance reviews will be held as required by the Buyer.
- 14.7 The Buyer OCM will attend all review meetings.
- 14.8 The Supplier's designated Account Manager must attend all review meetings.
- 14.9 In the event of sub-contracting arrangements, the Supplier's designated Account Manager will have responsibility for ensuring the attendance of key delivery partners where required at review meetings.
- 14.10 Meetings may be conducted virtually via MS Teams, or in person.
- 14.11 Attendance at meetings held at the Buyer's premises shall be attended at the Supplier's own expense.
- 14.12 The Supplier is expected to provide electronic copies of all appropriate MI, as referenced in Section 8, Management Information / Reporting above, and a summary of issues for the relevant period at review meetings.

15. LOCATION

15.1 The Services will be conducted at the premises of the successful Supplier.