SERVICE REQUIREMENT

Health and Disability Assessment Services

INDEX

Glossary of Terms

Any capitalised term that is not expressly defined in this glossary shall have the meaning given to it in Schedule 1 (Definitions) of the Agreement.

Additional Requirements	The requirements of a Claimant that could prevent the successful completion of a Health and Disability Assessment if not met. Examples include but are not limited to: deafness, language difficulties, provision of an interpreter and provision of a same sex Healthcare Professional.
Assessment	The end-to-end process to assess the impact of a Claimant's health condition or disability.
Authority	The Secretary of State for Work and Pensions.
Claimant (s)	Any person claiming or having claimed entitlement to the receipt of benefits or other related advantages from the Authority or from any other department, office or agency of the Crown.
Supplier	As defined in Schedule 1 (Definitions) of the Agreement.
Face-to-face consultation	The Face-to-face engagement between the Claimant and the Supplier's Healthcare Professional, a part of the Assessment.
Further Evidence	Additional evidence provided by the Claimant or sourced from a professional to support the advice and assessment process.
Health and Disability Assessment	Assessment completed by the Healthcare Professional based on Claimant case papers (including Further Evidence and the Face-to-face consultation as appropriate).
Healthcare Professional	A Healthcare Professional employed by the Supplier or any Sub-Supplier in the delivery of the Services and satisfying the qualification and other requirements of this Agreement.
Implementation Period	Time between the Effective Date and the Operational Services Commencement date.
Paper Based Review	Assessment completed by the Healthcare Professional based on Claimant case papers only including Further Evidence as appropriate.
Re-work	The action required to correct an assessment report that has been returned to the Supplier by the Authority due to the report not being fit for purpose.
Sensitive cases	Cases that attract a higher level of security than other cases.
Sensitive Information	Harmful, embarrassing or confidential information that may not be appropriate to release to a Claimant.
Service(s)	As defined in Schedule 1 (Definitions) of the Agreement.
Terminally Ill	A Claimant is suffering from a progressive disease and death in consequence of that disease can reasonably be expected within a defined period. For WCA, DLA and AA this period is 6 months.

Glossary of Abbreviations

Abbreviation	Description
AA	Attendance Allowance
BCM	Business Continuity Management
BCDRP	Business Continuity and Disaster Recovery Plan
BSC	Business Service Centre
CPD	Continuing Professional Development
CRS	Compensation Recovery Scheme
CRU	Compensation Recovery Unit
CTF	Child Trust Fund
DLA	Disability Living Allowance
DoH	Department of Health
DRS	Document Repository System
DSD	Department for Social Development
DWP	Department for Work and Pensions
EEA	European Economic Area
EMP	Examining Medical Practitioner
ESA	Employment and Support Allowance
FAS	Financial Assistance Scheme
FE	Further Evidence
GMC	General Medical Council
GP	General Practitioner
HAV	Hand Arm Vibration Test (IIB)
HCP	Healthcare Professional
HCPC	Healthcare Professionals Council
HMCTS	Her Majesty's Court and Tribunal Service
HMG	Her Majesty's Government
HMRC	Her Majesty's Revenue and Customs
IBR	Incapacity Benefit Reassessment
ICE	Independent Case Examiner
IIB	Industrial Injuries Benefits
IPB	International Pensions and Benefits
AA	Assessment Assurance
IT	Information Technology
ItN	Invitation to Negotiate
JSA	Jobseeker's Allowance
LCW	Limited Capability for Work
LCWRA	Limited Capability for Work-Related Activity
MSA	Medical Services Agreement
NMC	Nursing and Midwifery Council
OHA	Occupational Health Assessment
OJEU	Official Journal of the European Union
PD	Prescribed Disease

PSG	Performance Strategy Group
SMP	Statutory Maternity Pay
SSP	Statutory Sick Pay
TI	Terminally Ill
TNA	Training Needs Analysis
UC	Universal Credit
UCB	Unacceptable Claimant Behaviour
UK	United Kingdom
VDPS	Vaccine Damage Payments Scheme
WCA	Work Capability Assessment

PART A – OVERVIEW

1. INTRODUCTION

1.1. This Schedule does not contain the full extent of the Supplier's obligations in respect of the provision of the Services, but is intended to be read in conjunction with the remainder of the Agreement.

1.2. Statements in this document that the Supplier "will" do something, mean that the Supplier is under an obligation to do so unless expressly provided otherwise in the Agreement.

2. GENERAL BACKGROUND

3. [REDACTED]

4. IMPLEMENTATION APPROACH

4.1. During Service Delivery Year 1 the Supplier shall deliver a minimum level of output of [REDACTED] completed WCA Assessments and [REDACTED] other assessments, of which a minimum [REDACTED] shall be Face To Face consultation assessments, and a minimum [REDACTED] shall be Paper Based Review assessments (these figures exclude other clearances for cases withdrawn or returned).

During Service Delivery Year 2, the Supplier shall deliver a minimum of [REDACTED] completed Face to Face Reviews and a minimum of [REDACTED] other assessments.

During Service Delivery Year 3, the Supplier shall deliver a minimum of [REDACTED] completed Face to Face Reviews and a minimum of [REDACTED] other assessments.

During Service Delivery Year 4: It was originally agreed that the Supplier would deliver a minimum of [REDACTED] completed Face to Face Reviews and a minimum of [REDACTED] other assessments and which included up to [REDACTED] WCA Face to Face Assessments in the context of Test and Learn Activity as set out in Schedule 2.1 Clause 6.5A

The Authority and the Supplier agreed to the delivery of Test and Learn Activity in July 2018 and August 2018 and it was agreed that the number of completed Face to Face Reviews would be reduced by [REDACTED], and as a result the Supplier shall deliver a minimum of [REDACTED] completed Face to Face Reviews. The Supplier shall also deliver a minimum [REDACTED] other Assessments.

During Service Delivery Year 5: It was originally agreed that the Supplier would deliver a minimum of [REDACTED] completed Face to Face Reviews which included up to [REDACTED] WCA Face to Face Assessments in the context of Test and Learn Activity as set out in Schedule 2.1 Clause 6.5A
The Authority and the Supplier agreed to the delivery of Test and Learn Activity in Service Delivery Year 5 and the Authority also agreed to other mitigation ([REDACTED] refers) . As a result, it was agreed that the number of completed Face to Face Reviews would be reduced by [REDACTED], and

the Supplier shall deliver a minimum of [REDACTED] completed Face to Face Reviews. The Supplier shall also deliver a minimum of [REDACTED] other Assessments.

During Service Delivery Year 6, the Supplier shall deliver a minimum of [REDACTED] completed Face to Face Reviews and a minimum of [REDACTED] other assessments.

During Service Delivery Year 7, the Supplier shall deliver a minimum of [REDACTED] completed Face to Face Reviews and a minimum of [REDACTED] other assessments.

During Service Delivery Year 8, the Supplier shall deliver a minimum of [REDACTED] completed Face to Face Reviews and a minimum of [REDACTED] other assessments.

During Service Delivery Year 9 the Supplier shall deliver a minimum of [REDACTED] completed Face to Face Reviews and a minimum of [REDACTED] other assessments.

In Service Delivery Years 7-9 if the Parties have been operating under Schedule 19, actual Service Delivery Year volumes will be determined as part of the BAU Transition Process dependent on when BAU re-commences.

For the purposes of the definition of "Target Volume" in both Service Delivery Year 2 and Service Delivery Year 3, a volume of [REDACTED] Completed Assessments shall apply, which includes a notional [REDACTED] completed Paper Based Review Assessments in each of Service Delivery Year 2 and 3.

For the purposes of the definition of "Target Volume" in Service Delivery Year 4 a volume of [REDACTED] completed Assessments shall apply, which includes notional volumes of [REDACTED] completed Face to Face Reviews to encompass any Face to Face Assessments accommodating planned Test and Learn Activity up to a maximum of [REDACTED], as anticipated by Schedule 2.1 Clause 6.5A, meaning that the Supplier shall in effect deliver an actual revised minimum volume of [REDACTED] completed Face to Face Reviews and which includes a notional [REDACTED] completed Paper Based Review Assessments in Service Delivery Year 4. .For the purposes of the definition of “Target Volume” in Service Delivery Year 5, a volume of [REDACTED] completed Assessments shall apply, which includes notional volumes of [REDACTED] completed Face to Face Reviews to encompass any Face to Face Assessments accommodating planned Test and Learn Activity up to a maximum of [REDACTED], as anticipated by Schedule 2.1 Clause 6.5A, and which includes a notional 240,000 (two hundred and forty thousand) completed Paper Based Review Assessments in Service Delivery Year 5

For the purposes of the definition of "Target Volume" in Service Delivery Year 6 a volume of [REDACTED] Completed Assessments shall apply, which includes a notional [REDACTED] completed Paper Based Review assessments in Service Delivery Year 6.

For the purposes of the definition of "Target Volume" in Service Delivery Year 7, a volume of [REDACTED] Completed Assessments shall apply, which includes a notional [REDACTED] completed Paper Based Review assessments in Service Delivery Year 7

For the purposes of the definition of "Target Volume" in Service Delivery Year 8. a volume of [REDACTED] Completed Assessments shall apply, which includes a notional [REDACTED] completed Paper Based Review assessments in Service Delivery Year 8

For the purposes of the definition of "Target Volume" in Service Delivery Year 9. a volume of – [REDACTED] Completed Assessments shall apply, which includes a notional [REDACTED] completed Paper Based Review assessments in Service Delivery Year 9

The Supplier shall, by 10 Working Days of the date of signature of Contract Variation 149, provide the Authority with a proposed national monthly profile of Paper Based Review Assessments for the Authority's performance management purposes only.

For Service Delivery Year 4 the Supplier shall, by 31 January 2018, provide the Authority with a proposed month-by-month profile of WCA Paper Based Review assessments and WCA Face to Face assessments broken down by Authority regions (as set out in Paragraph 60.4) for the Authority's operational planning and performance management purposes only.

For Service Delivery Year 5 the Supplier shall, by 31 January 2019, provide the Authority with a proposed month-by-month profile of WCA Paper Based Review assessments and WCA Face to Face assessments broken down by Authority regions (as set out in Paragraph 60.4) for the Authority's operational planning and performance management purposes only.

For Service Delivery Year 6 the Supplier shall, by 31 January 2020, provide the Authority with a proposed month-by-month profile of WCA Paper Based Review assessments and WCA Face to Face assessments broken down by Authority regions (as set out in Paragraph 60.4) for the Authority's operational planning and performance management purposes only.

For Service Delivery Years 7-9 the Supplier. shall, in accordance with the BAU Transition Process, provide the Authority with a proposed month-by-month profile of WCA Paper Based Review assessments and WCA Face to Face assessments broken down by Authority regions (as set out in Paragraph 60.4) for the Authority's operational planning and performance management purposes only.

The Supplier shall update the month-by-month profile on a monthly basis. The Supplier shall provide the updated month-by-month profile monthly by the 10th working day of each month.

From no later than 1 September 2017, the Supplier will provide to the Authority a draft filework resource deployment strategy for the remaining period of Service Delivery Year 3, with a final version being provided by the Supplier by 8 September 2017. From no later than 1 March 2018, the Supplier will provide to the Authority a filework resource deployment strategy for Service Delivery Year 4 and Service Delivery Year 5. From no later than 1 March 2020, the Supplier will provide to the Authority a filework resource deployment strategy for Service Delivery Year 6 and Service Delivery Year 7. This will set out the Supplier's plan for managing filework, including:

- where filework will be undertaken (e.g. in individual Assessment Centres or in filework hubs and if so details of the relevant locations);
- out-of-hours filework expectations; and
- the geographical management of filework (import/export within regions)

The Supplier will update the filework resource deployment strategy, if required, and provide a copy to the Authority each time of any changes to the strategy within 5 Working Days of such change as part of the weekly performance meetings.

4.2. During the final year of the Agreement, the Supplier will work with the Authority to prepare the services for transition to the next agreement. This may include a transition to a multiple lot approach.

4.3. The Supplier will work with the Authority and the current provider from the Effective Date in preparation for Operational Services Commencement. The Supplier will provide assurance to the Authority on progress from the Effective Date.

4.4. The Supplier will provide Implementation and Delivery plans and service readiness reports throughout the implementation period. See Part M for details.

Authority Assessment Centres and Supplier Cooperation

4.5. Since September 2015 the Authority has operated its own Assessment Centres and Assessment Service Centres. The Supplier shall co-operate with the Authority in respect of the operation of the Authority Assessment Centres and Assessment Service Centres to achieve the best outcome for all Claimants. This will include working collaboratively at a local level, especially where the Authority and Supplier Assessment Centres are co-located.

5. BACKGROUND TO BENEFITS AND ASSESSMENTS

5.1. The benefits and assessments covered by this Agreement are (the order given here does not imply any priority):

Employment and Support Allowance (ESA) and Universal Credit (UC)

5.2. There are two types of ESA – contributory (based on National Insurance contributions) and income related (based on the income and capital of the Claimant and any partner). UC is gradually replacing income-related ESA and other income-related working age benefits. All Claimants who are claiming an income-related benefit (i.e. ESA or UC) on the basis of a health condition or disability will be expected to undertake a WCA. With UC there is also a requirement for some individuals who were not previously required to claim ESA to undertake a WCA to assess their entitlement to additional elements of UC to be paid in respect of a disability or health condition. This includes some individuals who are in work.

5.3. Entitlement to ESA and the disability elements of UC are based on an individual's functional ability rather than the disability or health condition itself.

5.4. ESA and UC are normally divided into two phases; an assessment phase and a main phase. During the assessment phase Claimants are assessed to determine whether they have limited capability for work or work-related activity. During the main phase, Claimants are divided into two groups, those with LCW and those with LCWRA, based on the outcome of the assessment. Where Claimants are found not to have either LCW or LCWRA, entitlement to ESA or UC (on the basis of being sick or disabled) ends.

5.5. **Not used**

5.6. **Not used**

Financial Assistance Scheme (FAS)

5.7. FAS assists individuals who have lost out on their occupational pension because the scheme is closing and the employer has become insolvent, paid its statutory debt or has a compromise agreement in place. FAS can consider early-access payments on the basis of ill health, severe ill health or terminal illness.

Jobseeker's Allowance (JSA)

5.8. There are circumstances under which jobseekers may be entitled to hardship payments instead of receiving JSA where they do not satisfy the job seeking conditions for JSA, or where their JSA has been sanctioned. Medical advice may be required to assist in a decision on a hardship claim.

Industrial Injuries Benefits (IIB)

5.9. IIBs can be claimed by an individual who has suffered a physical and/or mental disablement because of an accident at work or a PD caused by their work. The assessment advises on the level of disablement.

Occupational Health Assessments (OHA)

5.10. This assessment provides information about a jobseeker's capabilities in relation to a specific job or occupation. It is used to assess impacts on future employment and to assess those who may need assistance in retaining current employment.

Vaccine Damage Payments Scheme (VDPS)

5.11. VDPS eases the present and future burdens of those suffering from vaccine damage and provides assistance to their families. The assessment determines the probability that the Claimant is severely disabled as a result of vaccinations against specified diseases.

Veterans UK (previously Service Personnel and Veterans Agency)

5.12. Veterans UK is part of the Ministry of Defence and is responsible for administering the War Pensions Scheme, the Armed Forces Compensation Scheme and the Armed Forces Pension Scheme.

Her Majesty's Courts and Tribunals Service (HMCTS)

5.13. Appeals against decisions about Authority-administered benefits are heard by the Social Security and Child Support Tribunal; an independent tribunal administered by HMCTS.

HMRC Child Trust Fund (CTF) and Junior ISA

5.14. CTF and Junior ISA are long-term tax-free savings accounts for children. The money in the accounts belongs to the child and usually cannot be accessed until they are 18 years old. However, if a child is terminally ill early access to the money can be given to an appropriate person.

HMRC Statutory Sick Pay / Statutory Maternity Pay

5.15. HMRC is responsible for ensuring employer compliance with the statutory schemes, making formal decisions and managing appeals in the event of a dispute between employees and their employers, and paying an earnings replacement where an employer defaults or is insolvent.

5.16. Assessments support decision-making in relation to pregnancy related incapacities, employer refusal to pay Statutory Sick Pay and repeated short period claims of Statutory Sick Pay.

International Pensions and Benefits (IPB)

5.17. The IPB assists in the completion of assessments for UK citizens living abroad and for foreign nationals living in the UK.

Compensation Recovery Scheme (CRS)

5.18. Under the provisions of the Social Security (Recovery of Benefits) Act 1997, a compensator (the person or organisation that caused an injury, or more usually an insurance company) is required to pay to the Secretary of State for Work and Pensions an amount equivalent to the benefits paid to the injured person as a consequence of the accident, injury or disease for which compensation has been awarded. This is administered by the CRU.

5.19. An assessment service helps determine the periods of incapacity, the impacts of pre-existing conditions and resolves conflict between specialist reports.

Age Determination (Not applicable to this Agreement from 1 April 2021)

5.20. There are instances when a Claimant makes a claim for benefit and the date of birth needs to be determined. This may be because there is no evidence, such as a birth certificate, or the date held by the Authority is disputed by the Claimant.

Gender Re-assignment (Not applicable to this Agreement from 1 April 2021)

5.21. There are instances when a Claimant makes a claim for State Pension where the evidence submitted suggests that gender re-assignment is not in accordance with the Authority's accepted procedures.

5.22. A service helps determine whether the gender re-assignment process has been completed.

Disability Living Allowance (DLA)

5.23. DLA can be claimed by people who have a disability or health condition. The benefit helps with the additional costs that are incurred in relation to their condition.

Attendance Allowance (AA)

5.24. Up to and including 5 December 2018, AA can be claimed by people who are 65 or over who have a disability or health condition severe enough that they require someone to look after them. From 6 December 2018, AA can be claimed by people who are over State Pension Age and have a disability or health condition severe enough that they require someone to look after them. The benefit helps with the costs that are associated with that care.

PART B – ASSESSMENT SERVICE REQUIREMENTS

6. KEY ELEMENTS OF THE SERVICE

6.1. The Supplier shall provide advice to the Authority to help it make decisions in relation to the benefits and assessments indicated. The service must meet all relevant legislative requirements and comply with relevant Authority policy and guidance. The definition for the Service Guidance is contained within the Terms and Conditions of this Agreement.

6.2. The requirements set out in this part apply to all of the assessments covered by this Service Requirement, unless otherwise stated.

6.3. The key elements comprising the Services to be performed by the Supplier include:

- assessing individuals against criteria prescribed by the Authority;
- the delivery of Face-to-face consultations to support the above assessments;
- the gathering and consideration of evidence to support the above assessments;
- the completion of reports, including Paper Based Reviews where applicable and advice, to the Authority;
- the referral of assessment reports and any associated evidence to the Authority;
- interpretation and advice to the Authority on technical evidence;
- follow-up liaison with the Authority in relation to assessments, including the provision of relevant Healthcare Professional expertise as required;

- the administration and management of the service, including scheduling of Face-to-face consultations, ensuring that they are completed within timescales set down by the Authority;
- the recruitment, training and ongoing support of Healthcare Professionals, including liaison with relevant professional bodies;
- the development and maintenance of guidance and training in conjunction with the Authority;
- the provision of an enquiry service for individuals being assessed;
- the provision of a quality-control regime, including audit and a complaints function;
- the provision of management information as defined by the Authority;
- initiatives and liaison with relevant organisations to support the provision of further evidence;
- liaison and collaborative working with local and national partners, including disability organisations, Healthcare Professional bodies and the devolved administrations;
- liaison and collaborative working with providers of similar services as required.

6.4. The Supplier must not comment upon or offer advice to Claimants about their potential entitlement to benefit.

6.5. The Supplier must, in accordance with the terms of the Agreement, co-operate with the Authority in implementing any required future changes that result from changes in policy or Law, including pilot activity and specifically in relation to Service Delivery Years 4 to 9 (inclusive) including Test and Learn activity as set out in Paragraph 6.5A.

<u>6.5A Test and Learn</u>

1) The Target Volume in respect of:
    - each of Service Delivery Year 4 and Service Delivery Year 5 and Service Delivery Year 6 of [REDACTED] Face to Face assessments (as set out in Paragraph 4 and prior to the invocation of Test and Learn Activity) includes the equivalent of up to [REDACTED] WCA Face to Face Assessments which the Supplier shall provide at the request of the Authority in the context of Test and Learn Activity in each of Service Delivery Year 4, Service Delivery Year 5, Service Delivery Year 6; Service Delivery Year 7 and Service Delivery Year 8 and Service Delivery Year 9 of [REDACTED] Face to Face assessments (as set out in Paragraph 4) includes the equivalent of up to [REDACTED] WCA Face to Face assessments which the Supplier shall provide at the request of the Authority in the context of Test and Learn Activity in Service Delivery Year 9 pursuant to the process set out in this Paragraph 6.5A.

      The Supplier shall not unreasonably refuse to deliver Test and Learn Activity for the Authority. For the avoidance of doubt, while the Target Volume in respect of each of Service Delivery Year shall not be affected by Test and Learn Activity, the number of Face to Face Reviews

delivered by the Supplier shall be adjusted down accordingly, depending on the number of Face to Face Assessments delivered in the context of Test and Learn Activity in each Service Delivery Year, as set out in Schedule 2.1 paragraph 4.1. For the avoidance of doubt, if the Authority does not request the equivalent of the number of WCA Face to Face Assessments to be delivered in the context of Test and Learn Activity in any such Service Delivery Year, such WCA Face to Face Assessments are lost and cannot be carried over to the next Service Delivery Year.

2) The Parties shall use the template Test and Learn Order set out in Annex 7 to Schedule 2.1, as amended, supplemented or replaced from time to time, to document each Test and Learn Activity. The template Test and Learn Order may be subject to amendment as agreed by the Parties through agreed Change Control procedures.

3) Where the Authority, following confirmation of the requirements for the specific Test and Learn Activity through its own internal governance, requests Test and Learn Activity the Authority will provide to the Supplier as a minimum the following details in a Test and Learn Order via controlled correspondence:

   - the proposed scope of the Test and Learn Activity,
   - the proposed scale of the Test and Learn Activity which scale may be defined as number of assessments or the number of HCPs involved,
   - the location(s) of the Test and Learn Activity,
   - the level of HCP experience required,
   - the level of management oversight required,
   - the scope of training required,
   - the deliverables required for the Test and Learn Activity including the measurement methodology and any management information to be provided by the Supplier, and
   - the proposed timescales (including lead times, duration of the Test and Learn Activity, and the submission of output information).

4) The Supplier shall have 10 sWorking Days from the date of receipt of a Test and Learn Order to impact and assess the request and respond to the Authority including the following:-

   - the number of Face to Face assessments it will not be able to perform as a result of HCPs instead performing the Test and Learn Activity and the resulting reduction in the Service Levels SC4a and SC4b (the “Impact on HCPs”);
   - details of the data capture and/or other administrative or process activities including training which the Supplier will perform as part of such Test and Learn Activity and/or such element of the Services it will not be able to perform due to the Test and Learn Activity, any other impact on the Supplier’s operations and any other consequential impacts on the Services (including the removal of any assessments performed as part of the Test

and Learn Activity from any Service Level calculations), (the “Non- HCP Impact”).

In the case of a refusal, the Supplier shall provide detailed reasons for such refusal in writing to the Authority within 10 Working Days.

5) The Authority shall consider the Supplier’s impact analysis and respond within 5 Working Days.

6) For the purposes of calculating the Impact on HCPs in Service Delivery Year 4 and Service Delivery Year 5, the following productivity data (for reference purposes, such data was determined in May 2017 in the context of negotiations between the Parties for the extension of the Agreement for the duration of the Extension Period (the “May 2017 Productivity Data”)) shall be used:-

   - HCPs in the cohort of HCPs who transferred from the previous supplier to the Supplier in Service Delivery Year 1, [REDACTED] assessments per day
   - HCPs in the cohort of HCPs who were employed for 9 months or more, [REDACTED] assessments per day; and
   - HCPs in the cohort of HCPs who were employed for 4-8 months, [REDACTED] assessments per day

   For the purposes of calculating the Impact on HCPs in Service Delivery Year 6 the following productivity data (the "**SDY6/7 Productivity Data**") shall be used:

   - HCPs in the cohort of HCPs who transferred from the previous supplier to the Supplier in Service Delivery Year 1: [REDACTED] assessments per day
   - HCPs in the cohort of HCPs who were employed for 9 months or more, [REDACTED] assessments per day; and
   - HCPs in the cohort of HCPs who were employed for 4-8 months, [REDACTED] assessments per day

   For the avoidance of doubt, the agreement between the Parties to calculate the number of lost assessments arising from the Impact on HCPs on the basis of the May 2017 Productivity Data and the SDY 6 Productivity Data shall be limited to Test and Learn Activities only.

   For the purposes of calculating the Impact on HCPs in Service Delivery Years 7-9 the productivity data detailed in Schedule 19 Annex 4 (Clinical Resource Model Non-COVID 19) shall be applied unless otherwise agreed by the Parties as part of BAU transition

   For the purposes of calculating the Non-HCP Impact in exceptional circumstances only (i.e. where the Test and Learn Activity will not be minor and/or will have an impact on the Services), the Parties shall agree any appropriate changes in respect of the Non-HCP Impact on the Services, any associated changes and costs for replacement resources and/or such other Service Level adjustments as may be necessary.

7) In respect of each request for Test and Learn Activity, following agreement in writing by the Parties of the scope of the Test and Learn Activity and the number of assessments lost pursuant to such Test and Learn Activity:-

- the targets for both the Service Levels SC4a and SC4b shall be reduced by the equivalent number of lost assessments for those regions impacted directly by the Test and Learn Activity;
- in exceptional circumstances only (i.e. where the Test and Learn Activity will not be minor and/or will have an impact on the Services) the Parties shall agree, acting reasonably:
    - any appropriate changes in respect of the Non-HCP Impact on the Services,
    - any associated changes and costs for replacement resources, and/or
    - such other Service Level adjustments as may be necessary.

6.6. For the avoidance of doubt, any Test and Learn Activity will not result in any change to the Target Cost for Service Delivery Year 4 to Service Delivery Year 9 (inclusive) and any agreed exceptional costs for replacement resource, if applicable, will be charged to the Authority as Pass through Costs. The Supplier must ensure that the service provided is capable of delivering, in accordance with the Agreement, the **actual** volumes of referrals made. **The Authority makes no representation and provides no guarantee, warranty or assurance as to the actual volumes that will apply during the life of the Agreement.** Further detail on volumes is contained in Paragraph 58.

6.7. **Not Used**

7. ASSESSMENT CRITERIA

7.1. The criteria against which Claimants will be assessed may vary for each benefit / assessment type, which may change throughout the life of the Agreement. For all assessments the criteria will be prescribed by the Authority. The Supplier must ensure that the correct criteria are applied for each referral.

8. REFERRALS

8.1. The Supplier will receive referrals from the Authority for Claimants who are at various stages in the claim. Referrals sent clerically will use the Authority's courier service. For the WCA, referrals will also be made electronically, as described in Part J. Referrals will include, but are not restricted to, new claims, re-referrals, reassessment cases, and advice. The Supplier's actions in processing these cases will be the same unless otherwise defined in this document.

8.2. The Supplier will have access to the appropriate Claimant information from the Authority, which will include relevant personal details and information about the Claimant's disability or illness.

8.3. From the Operational Service Commencement Date until 28 February 2018, the Supplier must process both Face to Face and Paper-Based consultation cases in the date order that they are referred. This includes any work transferred from the incumbent supplier. The Supplier agrees that it shall not unnecessarily delay the processing and completion of Paper-Based consultation cases.

From 1 March 2018, the Supplier must prioritise initial referrals (ESA and UC new claim type referrals) over re-referrals at each stage in the process where this is within the Supplier's control. Initial referrals should be actioned in the date order they are referred. Re-referrals should be actioned in the date order they are

referred. Referrals for the terminally ill and referrals following failure to attend an assessment where good cause has been agreed by the Authority will be progressed as per the relevant Service Level and Subsidiary Service Level. The Supplier agrees that it shall not unnecessarily delay the processing and completion of Paper-Based consultation cases.

8.4. There are some cases that the Supplier must process as soon as they are received, out of date order. These will be defined by the Authority in guidance and include where the Claimant has previously not attended a Face-to-face consultation (see Paragraph 10.19) and in order to prevent hardship.

8.5. There are some referrals that the Supplier must treat as a priority and as such, these have different timescales from standard referrals. These will be defined by the Authority in guidance and separate Service Levels will apply, as set out in Schedule 2.2 (Performance Levels) Annex 1. These cases include Terminally Ill referrals for WCA, IIB, DLA and AA.

9. FURTHER EVIDENCE

9.1. FE may be required to support the advice given to the Authority.

9.2. Claimants will be encouraged by the Authority to provide supporting evidence, where available. The Authority will share any relevant evidence that it holds, subject to any restrictions imposed by Law or Service Guidance.

9.3. For some assessments, the Supplier will identify whether any additional FE is required to give advice. The Supplier is responsible for gathering this evidence, including progress chasing.

9.4. The Supplier will gather the required FE based on the Service Guidance provided by the Authority. The Claimant may also be able to identify other professionals who might be better placed to offer advice. This may include, but will not be limited to; General Practitioners, Consultants, community psychiatric nurses, district nurses, and social workers. The Supplier may also contact the Claimant to obtain further details of potential FE.

9.5. For certain assessments the Supplier will collect FE that attracts a cost. The Authority will specify which FE they consider to be appropriate in Service Guidance. If it is required, the Supplier must gather this evidence and issue payment to the appropriate source.

9.6. The Authority will provide forms / templates to be used to obtain FE.

9.7. Where FE is requested by the Supplier, it will be returned to the Supplier by the source. For clarity, this means that FE will not be received by the Authority until the assessment process has been completed.

9.8. Where the Supplier is unable to obtain any missing relevant information or obtain FE, or where the FE is insufficient to allow the Supplier to give the required advice to the Authority, it will make all necessary arrangements to complete a Face-to-face consultation.

9.9. Where the Claimant brings FE to their consultation and consents to its use in the assessment, the Supplier must be able to take copies of the evidence while the Claimant is still present. Original material must be returned to the Claimant and copies forwarded to the Authority once the assessment is complete.

9.10. Where the Claimant provides FE at a consultation undertaken as a visit to a Claimant and consents to its use in the assessment, the Supplier will take the FE away, copy and return originals to the Claimant. If the Claimant is unwilling to let originals be taken away, the HCP must note all relevant information, including the type, date and body responsible for the source document.

9.11. The Authority may mandate the Supplier to obtain a specific piece of FE.

9.12. The Supplier must implement processes and procedures to identify and report to the Authority details of GPs who repeatedly either fail to return factual reports or to complete them to the required standard.

10. FACE-TO-FACE CONSULTATION

10.1. A Face-to-face consultation gathers information about the effects of a Claimant's health condition(s) or disability/disabilities, in order to inform the assessment and subsequent advice to the Authority.

10.2. The Supplier must undertake a Face-to-face consultation:

- if the Authority's Service Guidance states that this must happen;
- if there is insufficient evidence to complete the assessment and the Authority's Service Guidance states that one may be carried out;
- at the Authority's request.

Scheduling

10.3. The Supplier will be responsible for every aspect of the scheduling and management of Face-to-face consultations, including contacting the Claimant to arrange a consultation time.

10.4. The Supplier will consider whether the consultation should be conducted by a HCP from a specific profession or a HCP with particular skills and experience (e.g. in mental health conditions), as defined in Part F of this document. Further detail of who is considered appropriate by the Authority for each assessment is contained at Paragraph 46.3.

10.5. The Supplier must give prescribed written notice (e.g. at least seven calendar days) to Claimants or their appointee of the time and place at which any Face-to-face consultation will take place unless the Claimant has agreed to shorter notice. This notification can be issued electronically, providing that all the mandatory information is included in the notification. For postal notifications first class post or equivalent must be used. Prescribed notice for these purposes begins with the day on which the notice is given and ends on the day before the Face-to-face consultation is to take place. For postal notifications this means the notice period begins the day after the letter was posted.

10.6. The notice will include, but is not limited to, specific information for the Claimant, including time, date and location of the Face-to-face consultation, an explanation of the purpose of the consultation, the options for claiming expenses and a contact telephone number for the Claimant Enquiry Service, the requirements of which are contained in Paragraphs 10.7 to 10.11. The notice will also ask the Claimant to notify the Supplier, with a minimum of 48 hours' notice, of any Additional Requirements, such as an interpreter, that they may have for the Face-to-face consultation.

The Supplier must ensure that Claimants do not have to travel for more than 90 minutes by public transport (single journey) for a Face-to-face consultation. This limit is an absolute maximum and the Supplier shall ensure that only a small minority of Claimants will have to make a journey of the maximum 90 minutes duration by public transport. For Claimants who would be required to travel more than 90 minutes by public transport but otherwise would be able to attend an assessment centre, the Supplier should consider providing a taxi as an alternative to a domiciliary visit, where this would offer better value for money (i.e. the Claimant's expenses are lower cost than the operational costs of a HCP attending for a domiciliary visit).

Claimant Enquiry Service

10.7. The Supplier must provide enquiry services for Claimants relating to the elements of the assessment for which the Supplier is responsible. As a minimum, this should be a telephone service but the Supplier must consider alternative methods to facilitate contact, including on-line services.

10.8. These enquiry services should be available on each Working Day, Monday to Friday, from 8am to 8pm and Saturday from 9am to 5pm as a minimum. All Claimants or their representatives must be able to access enquiry services.

The Supplier may request changes to the opening hours of the enquiry services for a particular date provided that the request is made to allow approval by the Authority no later than three weeks prior to the requested date. For example, if the Supplier requests to change the opening hours immediately prior to the Christmas bank holidays, the Authority must be given sufficient time to approve the request by the end of November.

10.9. The Supplier must meet the Authority's response standards for calls, as set out in Service Level SC11.

10.10. For the avoidance of doubt, the Claimant Enquiry Service referenced in the above Paragraphs encompasses the enquiry services for Claimants relating to the elements of the assessment for which the Supplier is responsible and the Questionnaire Support Line (for the avoidance of doubt, the Questionnaire Support Line is only available on a Working Day). The Supplier shall also provide a telephony service for providing advice to the Authority, the requirements of which are detailed in Paragraph 13.2, and a GP Enquiry Service, the requirements of which are detailed in Paragraph 15.

10.10A The Claimant Enquiry Service shall also deliver a questionnaire support line service offering support to Claimants for completing the forms ESA50 or UC50. The support line service will include the provision of clarifications about the questions included in the forms as well as offering an over-the-phone form completion service. The Supplier shall dedicate to the questionnaire support line capacity equivalent to 10 full-time staff per week which staff will be suitably trained. The deployment can be flexed during the week to accommodate peaks in other services as long as the overall capacity of 10 FTEs is maintained on a weekly basis to meet demand for the questionnaire support line. The Supplier shall monitor and report to the Authority performance of the questionnaire support line, including:

- call waiting times;

- outbound completion waiting times;
- volume of questionnaires completed per month; and
- call abandonment rate.

This management information will be provided to the Authority on a monthly basis. For the avoidance of doubt, this management information is to enable the Authority to monitor use and value-for-money of this service. No Service Levels or Service Credits will apply to the obligation set out in this Paragraph 10.10A.

10.11. The Supplier must direct the Claimant to the Authority's Contact Centre or website for any non-assessment enquiries.

Claimant Unable to Attend Face-to-face Consultation

10.12. For WCA (including IB and UC) Assessments, the Claimant can cancel an appointment at any point before the scheduled start time. For all other Assessments, appointment cancellation procedures are defined by the Authority in respective Service Guidance.

10.13. For WCA (including IB and UC) Assessments, where the Claimant contacts the Supplier in advance to advise that they are unable to attend their Face-to-face consultation, the Supplier will offer the Claimant a further appointment. Written notice of this appointment must be issued by the Supplier as specified in Paragraph 10.6. Service Levels SC7 and 8 will apply to these cases. For all other Assessments, unable to attend procedures are defined by the Authority in the appropriate Service Guidance.

10.14. For WCA (including IB and UC) Assessments, where the Claimant contacts the Supplier on a second occasion to advise that they are unable to attend their Face-to-face consultation, the Supplier will advise the Claimant that they must attend and their appointment time will be left open. If the Claimant subsequently does not attend, the Supplier will follow the process in Paragraphs 10.16 – 10.20 of this document. The Supplier should note that the exception to this is if the Claimant wishes to schedule a Face-to-face consultation ahead of their scheduled appointment time and this request can be accommodated by the Supplier. For all other Assessments, unable to attend procedures are defined by the Authority in the appropriate Service Guidance.

Claimant Does Not Attend

10.15. For WCA (including IB and UC) Assessments, entitlement to benefit may be affected by non-attendance at a consultation. Where the Claimant does not attend or is unavailable for the arranged Face-to-face consultation, the Supplier will return the case to the Authority. The Supplier will issue a letter on behalf of the Authority to the Claimant asking for an explanation for non-attendance. For all other Assessments, unable to attend procedures are defined by the Authority in the appropriate Service Guidance.

10.16. The requirement to return the case after non-attendance applies both to consultations undertaken in the Supplier's premises and visits to Claimants, providing they are conducted in line with Paragraph 10.15.

10.17. The Authority's decision maker will consider the reasons for the Claimant's non-attendance. If the Authority accepts there was good reason, the case will be referred back to the Supplier to complete the assessment.

10.18. WCA cases referred back to the Supplier following a good reason decision should be treated as a priority, with a new Face-to-face consultation scheduled (a) within 10 Working Days of the referrals being received by the Supplier where FE is not required where the Claimant had good cause for not attending or (b) within 25 Working Days of the referrals being received by the Supplier where FE is required where the Claimant had good cause for not attending.

10.19. The Supplier must, using Claimant and operational research, implement activities that will minimise the number of claimants that do not attend consultations. For the purpose of sending reminder text messages to Claimants, the Supplier shall supply the Authority with files of appointments scheduled for each day, including the Claimants' telephone number, time, date and location of their appointment. The Authority shall ensure that the ASIS Provider sends to the Supplier the relevant data file to allow the Supplier to comply with this requirement. The Supplier shall collaborate with the Authority in running pilots and trials to test alternative text message arrangements with the aim of further improving Claimant engagement. Following completion of such pilots and trials, the Supplier and the Authority shall agree in writing any subsequent required actions to be performed by the Supplier after the Authority has confirmed to the Supplier that any required IT changes have been implemented.

Attendance at the Face-to-face Consultation

10.20. The Supplier will ensure that Claimants who arrive on time for their consultation are seen within the timescale specified in Subsidiary Service Level SL13 in respect of Service Delivery Years 2 to 3 and within the timescales specified in Service Level SC12 in respect of Service Delivery Year 1 to Service Delivery Year 9 (inclusive). The Supplier shall ensure that by 31 March 2016 training materials, internet materials, guidance notes and scripts for Service Delivery Year 2 and Service Delivery Year 3 that refer to waiting times are in line with the target specified in SL13, notwithstanding the SC12 Service Level for consultation waiting times. The Supplier shall ensure that HCPs shall not be incentivised on the basis of the SC12 consultation waiting times but, where applicable, and in respect of Service Delivery Years 2 to 3 on the basis of consultation waiting times according to the Subsidiary Service Level SL13. The Supplier shall, on request, provide evidence that such training materials, Internet materials, guidance notes and scripts are in place. In Service Delivery Years 4 through to Service Delivery Year 9 (inclusive) the foregoing part of this Paragraph shall cease to apply and instead the Supplier will ensure that Claimants who arrive on time for their consultation are seen within the timescale specified in Service Level SC12.

10.21. Where Claimants arrive late or are sent home unseen, the Supplier will make reasonable endeavours to complete the consultation on that day or offer a mutually acceptable alternative consultation time. Written notice of the appointment must be given to the Claimant.

10.22. The Supplier will ensure that no more than the specified percentage of Claimants who attend their Face-to-face consultations are sent home unseen. This does not

include Claimants arriving late or who are not able to take part in a Face-to-face consultation. Refer to Service Level SC13.

10.23. The Supplier will complete and record Claimant identification checks prior to any consultation taking place. Where the Supplier is unable to confirm the Claimant's identity the Face-to-face consultation should not take place and the referral will be returned to the Authority with an update report.

10.24. The Supplier's identity check guidance should align with the Authority's Service Guidance.

Carrying out a Face-to-face Consultation

10.25. The purpose of a Face-to-face consultation is to gather information about the effects of a Claimant's health condition(s) or disability/disabilities, in order to inform the assessment and subsequent advice to the Authority.

10.26. The Authority is not placing targets on the length of time the consultation should last. It needs to be as long as necessary to reach evidence-based conclusions on an individual basis.

10.27. During the Face-to-face consultation, the Supplier will adhere to the standards of conduct required by the Authority which include but are not limited to the following:

- explaining the purpose of the consultation and what it entails;
- treating the Claimant with respect and performing the assessment in a supportive and empathic manner that avoids unnecessary anxiety or physical discomfort to the Claimant;
- asking questions that allow the Claimant sufficient time to give their relevant medical history and to explain how their disability or health condition affects them;
- asking questions that allow the Claimant to explain how their health condition or disability fluctuates;
- answering any appropriate questions posed by the Claimant without giving an opinion on the outcome of the assessment, the claim or medical condition;
- ensuring that the report accurately reflects the Claimants evidence;
- maintaining a non-adversarial manner.

Observers

10.27A The Authority may request that a member of Authority staff observe a Face-to-Face Assessment with such regularity as may be reasonable. For the avoidance of doubt, any member of Authority staff may observe an assessment, or other elements of the assessment process, provided that prior written consent has been obtained from the Claimant.

Claimant Expenses

10.28. The Supplier will pay Claimants' travelling/other expenses when they attend a Face-to-face consultation in line with the Authority's policy as follows**:**

- travel by public transport based on the cheapest reasonable return fare;

- travel by private motor vehicle paid at the appropriate standard mileage rate as defined by the Authority (currently [REDACTED]p a mile);
- taxi fares if public transport is not available, if travel by public transport would take over 90 minutes and paying taxi fares is better value for money than a domiciliary visit (i.e. the Claimant's expenses are lower cost than the operational costs of a HCP attending for a domiciliary visit) or the Claimant is unable to use public transport (for example, people with mobility issues) and where prior approval has been given by the Supplier in line with guidance supplied by the Authority, or, if the Claimant did not seek approval, it is clear the Claimant required a taxi to attend the Face-to-face consultation;
- other expenses: miscellaneous costs incurred, such as parking, bridge tolls and congestion charges. These costs will only be met if they relate to the journey to or from the consultation. Other costs such as loss of earnings will be payable only where defined in Authority Service Guidance;
- fares of a companion or carer or young children who would otherwise be left unattended.

10.29. Any public transport or taxi receipts should be produced by the Claimant to validate the claim. If a ticket or receipt cannot be produced, or has been lost, payment should be made providing the claim seems reasonable. The Supplier will not be required to routinely provide the Authority with the receipts to support the payment of Claimant expenses. However, they should be retained for 6 years, for audit purposes.

10.30. The Supplier will manage the payment of travelling expenses to standards which will involve but not be limited to:

- the collection of all relevant information to enable payment, including bank account details;
- ensuring complete accuracy in all payment of expenses;
- providing an effective system to pay and monitor all expenses payments with appropriate audit trails;
- providing relevant, accurate and timely Management Information in respect of Claimant expenses;
- making any payments properly due, upon receipt of a correctly completed and documented application, within 10 working days of receiving the application.

10.31. If the Authority advises changes to the rates of expenses payable to Claimants and their companions and representatives, the Supplier will update these rates within 30 calendar days of being notified.

10.32. The Supplier will issue a notification to the Claimant (and/or companion if appropriate) once payment has been issued. The Supplier will issue a rejection notice if payment is not appropriate.

10.33. The Supplier should note that the IT systems supplied by the Authority as described in Part J will issue all Claimant expense payments until no later than 12

October 2015. The Supplier will implement a solution to pay Claimant expense payments direct to a bank account or by cheque (excluding Girocheques) no later than 12 October 2015. The Authority will pay for such solution provided such cost are reasonable, to be determined by the Authority acting reasonably and the Supplier and the Authority shall comply with the provisions of Paragraph 16 of Schedule 7.1

If a Claimant does not have a bank/building society account or a Post Office account, then they may request that their expenses are paid into a Post Office Card Account (POCA). This option will only be accepted where the Claimant already has their benefits paid into a POCA. When a Claimant selects the POCA option, the Supplier should contact the Authority in accordance with the process contained in the Claimant Expenses Procedures guide. The Authority will confirm whether the Claimant has a POCA, if the Claimant does not have a POCA payment of expenses should be made by the Supplier by cheque. Where the Authority confirms the Claimant does have a POCA, the Authority will make the payment and the Supplier should issue the appropriate confirmation letter to the Claimant. Such payments to a POCA will not be included in Subsidiary Service Level 9.

10.34. Subject to Paragraph 10.33 a) until no later than 12 October 2015 the supplier must ensure that 90% of claims for travelling expenses to be paid into a bank account which are properly due to Claimants must be input accurately and appropriately into the relevant IT system within 9 working days of receipt by the Supplier; b) after 12 October 2015 the Supplier must ensure that 100% of claims for travelling requiring payment which are properly due to claimants must be issued direct to a bank account or by issuing a cheque (excluding Girocheque) within 10 Working Days of receipt by the Supplier.

Visits to Claimants

10.35. The Supplier will undertake Face-to-face consultations in the Claimant's home, their place of residence, such as a hospital, or their place of work on the following occasions:

- at the Authority's request (these will be exceptional circumstances);
- if the assessment type dictates that it is appropriate;
- for Sensitive Cases (see Paragraphs 10.39 – 10.41);
- if the Supplier considers it appropriate;
- at the Claimant's request, if supported by an appropriate health condition or disability as determined by the Supplier;
- when the Claimant provides confirmation via their Healthcare Professional that indicates that the Claimant is unable to travel on health grounds; or
- if it would take the Claimant more than 90 minutes to travel by public transport to the assessment centre, and a domiciliary visit represents better value for money than paying for a taxi (i.e. the Claimant's expenses are higher cost than the operational costs of a HCP attending for a domiciliary visit).

10.36. The Supplier may also undertake additional visits for business reasons, at its discretion.

10.37. The Supplier will endeavour to ensure that at least 90% of domiciliary visits take place within the timeslot of two hours provided to the customer. In accordance with paragraphs 51.9A and 51.9B of Schedule 2.1, the Supplier shall implement and deliver the e-learning solution as set out in Contract Variation **433**. The Parties agree that in connection with implementing the E-Learning Business Case during Service Delivery Year 5, the Supplier will ensure an increase in the number of FTEs deployed on domiciliary visits from a minimum of 32 FTEs (per Month) to a minimum average of 37 FTEs (per Month, as measured across the full Service Delivery Year 5). The geographical deployment of these 37 FTEs across Great Britain will reflect the geographical spread of the requirement for domiciliary visits. In Service Delivery Year 6 , the number of FTE's (per Month) to be deployed in accordance with this paragraph 10.37 shall be at least 26, and in Service Delivery Year 7 the number of FTE's (per Month) to be deployed in accordance with this paragraph 10.37 shall be at least 20. The parties shall review together in good faith and by no later than 31 December 2019 (for Service Delivery Year 6), and no later than 31 December 2020 (for Service Delivery Year 7) the number of FTE's (per Month) to be deployed in the relevant Service Delivery Year . For Service Delivery Years 8 and 9 the Parties shall review in good faith the number of FTEs to be deployed in accordance with paragraph 10.37 as part of the BAU Transition Process.

10.38. HCPs must have the following portable equipment available for visits to Claimants as a minimum:

- Sphygmomanometer;
- Snellen's Chart and reading chart;
- Tendon Hammer;
- Tuning fork;
- Stethoscope;
- Tape Measure;
- Peak Flow Meter (with normal values chart for age, sex and height).

Sensitive Cases

10.39. A small number of cases are considered by the Authority to be Sensitive Cases. Sensitive Cases are subject to a higher level of security than other cases. They must be dealt with clerically by both the Authority and the Supplier. Sensitive Cases must be administered by named individuals within the Supplier's organisation only in accordance with the Service Guidance. Face-to-face consultations for Sensitive Cases must be completed as a visit to the Claimant's home, their place of residence, such as a hospital, or their place of work unless the Claimant requests an assessment at an assessment centre.

10.40. Sensitive Cases are:

- Special Case Records;
- Miscarriages of Justice;
- Gender re-assignment.

10.41. The Authority will determine which cases are Sensitive Cases and notify the Supplier and will supply Service Guidance on the security standards required by these cases.

Additional Requirements

10.42. The Supplier will meet any reasonable request to accommodate Claimants who advise, with at least 48 hours' notice (not including weekends), that they have an Additional Requirement for their consultation, which for the purposes of SL8 means the provision of same sex Healthcare Professionals or interpreters (and from June 2015 the Supplier will record call recording). For clarity, this does not include condition-specific HCP requests. Refer to SL8.

10.43. Where an Additional Requirement is identified on the day of the consultation and cannot be accommodated, the Supplier will arrange a mutually agreeable alternative consultation time when it can meet the Claimant's Additional Requirement. The Claimant must be given written notice of this appointment. Service Levels SC7, SC8, SC12 and SC13 will still apply for these cases.

10.44. Claimants are encouraged to bring a companion with them to their consultation. The Supplier must allow the Claimant to be accompanied by a companion, including during the consultation itself. Service Guidance will be available on the role the Authority would like the companion to play in supporting the Claimant through this process.

Welsh Language Scheme

10.45. Please refer also to the terms and conditions of the Agreement, which detail all Welsh Language Act requirements.

10.46. The Supplier will comply with the provisions of the Welsh Language Act 1993 to provide a bi-lingual service for those Claimants who are resident in Wales in respect of correspondence, telephone communications, face-to-face communications, and published and printed materials.

10.47. Where either the Authority or the Claimant has previously advised the Supplier that Welsh is the Claimant's preferred language, the Supplier will ensure that Welsh speaking assessors are used to deliver the specified services.

10.48. The Supplier will provide a report showing details of its compliance with the Welsh Language Act as required by the Authority and in the format specified by the Authority annually or as otherwise required by the Authority.

10.49. The Supplier will ensure that assessments completed in Welsh are provided in English to the Authority.

10.50. The Supplier will develop internal guidance to support this requirement.

Communication with Claimants

10.51. The Supplier must consider alternative methods for communicating with Claimants, including digital methods wherever possible.

10.52. The Supplier will ensure that all communications are directed to the appropriate person, either the Claimant or an appointee where one exists. The Authority will determine whether the Claimant requires an appointee. If the Authority decides that one is appropriate the details of the appointee will be shared with the Supplier.

10.53. The Supplier will keep a full contact and appointment history with the Claimant, or their representative if appropriate, and make this available to the Authority by a

method to be agreed with the Authority. As a minimum this must be whenever a case is returned to the Authority.

10.54. The Authority will share the Claimant's preferred method of contact where known and the Supplier will wherever reasonable use this method to communicate with the Claimant. The Authority will also, where known, share any requirements for alternative formats such as Braille, and the Supplier must use this format to communicate with the Claimant.

10.55. The Supplier must provide, on request, materials in alternative formats to meet the needs of Claimants with a wide range of disabilities and health conditions in line with the Equality Act 2010. This must include, but is not limited to, the provision of large font material, Braille, easy reading, large print, audio and foreign language translations.

10.56. The Supplier will make appropriate materials in appropriate ethnic minority languages available on request if operating in an area with a high ethnic minority population.

10.57. The Supplier will, under The Equality Act 2010 (Disability) Regulations 2010, make appropriate provision to communicate with Claimants who do not speak English or Welsh, or who are deaf, hard-of-hearing, or have a speech impediment, ensuring they have full access to the assessment service.

10.58. The Supplier confirms and agrees that it will work with the Authority and, if approved by the Authority, with Claimant Representative Groups, to develop supporting communication products issued to Claimants.

Unexpected findings

10.59. The Supplier will, in conjunction with the Authority, develop a process to ensure that if a HCP identifies a medical condition that is unknown to the Claimant or their GP, the information will be communicated urgently to the GP, taking into account the relevant consent issues.

Uncooperative Claimants

10.60. If the Claimant is uncooperative, the Supplier will use reasonable endeavours to ensure that the Face-to-face consultation is completed to the extent that allows advice to be given to the Authority without causing distress to the Claimant or risk to the HCP.

10.61. The Supplier must provide the Authority with information on why the Claimant was uncooperative if the assessment cannot be completed.

Unacceptable Claimant Behaviour (UCB)

10.62. The Authority has a legal responsibility to process claims from all members of the public. But some of the Claimants or members of the Claimant's family that the Authority deals with, are classified as demonstrating UCB. This could be someone who threatens or carries out violence against a member of staff. This could be either the Claimant or a member of their family.

10.63. The Supplier must complete assessments for these Claimants as described in this Service Requirement and the Authority's Service Guidance.

10.64. The Supplier will produce and issue guidance to its personnel regarding handling

UCB, in accordance with the Authority's Service Guidance on UCB.

10.65. If a Claimant is known to the Authority as having previously demonstrated UCB, the Authority will notify the Supplier within one Working Day.

10.66. The Supplier will notify the Authority within one Working Day, if a Claimant, not previously recognised as demonstrating UCB, behaves in such a manner.

10.67. The Supplier will notify the Authority of any further incidents of UCB within one Working Day for an existing UCB Claimant.

10.68. The Supplier will complete a UCB form for incidents involving Claimants. With regard to incidents which meet the criteria for the fast track incident process set out in the service guidance note UCB Procedures Process Guide, the Supplier will comply with the relevant fast track process.

10.69. The decision whether to classify someone as demonstrating UCB will remain the responsibility of the Authority, who will use all reasonable endeavours to provide all information to the Supplier. The Supplier will also provide the Authority with sufficient and relevant information to enable the Authority to determine whether the person should be deemed as demonstrating UCB.

11. COMPLETION OF ASSESSMENT REPORTS

11.1. The Supplier will consider the evidence gathered from the Claimant, including any questionnaire they have completed, any FE and any Face-to-face consultation to assess the Claimant against the criteria set out by the Authority and give advice to the Authority using a form / template provided by the Authority.

11.2. The Supplier must avoid reporting inferences gained from indirect questioning as factual statements of capability.

11.3. Where electronic return of reports, and associated documentation, is not possible they must be returned to the Authority by the Supplier via the Authority's courier service.

11.4. The content of all reports and the assessment of the Claimant against the criteria must be determined by a HCP, as defined in Part F of this document and as detailed in the relevant section of Part C.

11.5. The Supplier must ensure that all reports meet the quality criteria as outlined in Paragraphs 37.1 – 37.3.

11.6. All evidence gathered must be returned to the Authority by the Supplier on the same day as the report is completed. The exception to this will be if the case is selected for audit. In these cases the papers must be returned within 5 Working Days.

<u>Sensitive Information</u>

11.7. The Supplier will ensure that all reports and advice are phrased with the expectation that they will be seen by the Claimant. Sensitive information therefore will be handled by agreed procedures. Sensitive information includes, but is not limited to harmful information, embarrassing and confidential information.

11.8. Service Guidance will be available on each of these circumstances.

11.9. The Supplier will ensure that potentially sensitive information is identified to the Authority, so that it can be withheld from the Claimant if the Authority so directs. This could include FE.

11.10. Where necessary, the Supplier will provide to the Authority written advice in respect of any sensitive information contained within the referral documentation.

12. DOCUMENTATION

12.1. All outputs provided by the Supplier must conform to the Authority's documentation standard as defined in Integrated Quality Audit Desk Aid (for the HCP) Service Guidance such as being typed or in a particular font size.

12.2. Where written notifications/forms are issued, the Authority's forms and letters must be used, or the content, including branding, of the letter/form must be agreed with the Authority. The Parties will jointly maintain an inventory of forms and letters, the content of which may change from time to time. The inventory will detail the up-to-date version of each form and letter, which party is responsible for maintaining each form or letter, and the method by which each form or letter is printed.

12.3. The Supplier will make documentation available in alternative formats at the Claimant's request. These must include as a minimum Braille, easy reading, large print, audio and foreign language translations as specified at Paragraphs 10.51 – 10.58.

12.4. The Authority will licence the Supplier to use and print forms, if applicable. The Supplier is responsible for the costs of printing and maintaining all documentation, including forms and guidance, and the maintenance of sufficient supplies of any clerical documentation.

12.5. The Supplier will, as a minimum, hold a review every six (6) Months in conjunction with the Authority to ensure the documentation is up to date.

12.6. The Supplier acknowledges and agrees that, save as otherwise expressly provided for in the Agreement, the Intellectual Property Rights in any and all documentation produced by either Party for the performance of Services shall be retained by the Authority.

12.7. The Authority retains the right of approval to all changes to all such documentation and will have a quality assurance role when the Supplier drafts new and/or amends existing documentation.

12.8. Without prejudice to Clause 5.3 and 5.4, the Supplier will provide all reasonable assistance as required by the Authority in developing any amendments to documentation, including the documentation that the Authority is responsible for.

Forms / Letters

12.9. The Authority will provide the forms/ templates that must be used by the Supplier in delivering the service unless otherwise specified.

12.10. The Supplier will develop and produce all other forms and letters associated with the delivery of the service. The content of the letters and forms that will be issued to Claimants or third parties must be agreed by the Authority in advance.

Service Guidance

12.11. The Authority will, as part of its Service Guidance, provide relevant existing administrative and assessment guidance and training materials.

12.12. The Authority will make available to the Supplier, as part of its Service Guidance, a series of policy guidance products. The Supplier will be required to use this policy guidance to inform its processes, training programmes and administrative guidance.

12.13. The Supplier will be responsible for developing, holding and updating its own guidance. This guidance must be agreed by the Authority.

12.14. The Authority will undertake a regular review of its Service Guidance. The Supplier must ensure that its guidance is updated following receipt of Service Guidance updates from the Authority and that updates are notified and understood by their staff, including their supply chain.

13. RECONSIDERATION/ADVICE TO THE AUTHORITY

13.1. The Supplier must provide any advice and/or clarification that the Authority requires. It is anticipated that this advice will be provided by telephone, in writing, or via the referral system. However, the Authority would like to explore digital methods for this service during the Agreement.

13.2. The Supplier's telephony service must be available to all Authority staff on each Working Day, Monday to Friday, 8.30am – 5.00pm on a local call rate number as a minimum. The Authority may request an extension of the opening hours of the telephony service to align them with the working hours of its staff. The Authority will make such requests via the Change Control Procedure and the Supplier will cooperate with any such requests and will not unreasonably delay or decline to comply with such requests. Unless the Authority agrees otherwise, the Supplier shall endeavour to implement any extension of the opening hours of the telephony service within 8 weeks of the change request being issued.

13.3. The Supplier will, on request, provide reconsideration of advice previously given, if the Authority receives any additional information or has a query on current evidence held.

13.4. This request may be immediately after the assessment report has been completed, for example seeking clarification, or may be some time afterwards, for example if a new piece of evidence has been received.

14. CHANGES OF CIRCUMSTANCES

14.1. Upon receipt of a notification of any relevant change to a Claimant's circumstances, the Supplier will inform the Authority within one Working Day. These types of changes include but will not be limited to:

- admittance of the Claimant to hospital, or a similar institution, as an in-patient;
- detention of the Claimant in legal custody;
- change of name and/or address;
- death of the Claimant;
- prolonged absence abroad of the Claimant (more than 4 weeks).

14.2. Where the Claimant has died, the Supplier must notify the Authority immediately by telephone.

14.3. Upon receipt of information from the Claimant that is not relevant to the assessment, e.g. change of bank account details, the Supplier will advise the Claimant to report this information directly to the Authority.

14.4. Upon notification by the Authority of a change of Claimant circumstances, the Supplier will take appropriate and timely action to avoid inconvenience to the Claimant and any embarrassment to, or criticism of, the Authority arising from the Supplier's acts or omissions, such as issuing notifications where a Claimant has died.

15. GP ENQUIRY SERVICE

15.1. The Supplier must provide an enquiry service for GPs to provide advice on certification issues, completion of medical reports and other medical matters relating to assessments covered by this Agreement. The service must be staffed by HCPs as defined in Part F.

15.2. This enquiry service must consist of a telephone service as a minimum.

15.3. The Supplier will offer general advice only and will not discuss individual cases that are being assessed for benefit.

15.4. The Supplier must provide the contact details for phone lines to the Authority and notify the Authority of any changes to these details within 10 Working Days.

15.5. The enquiry service must be available on each Working Day, Monday to Friday, 8.30am – 5.00pm on a local call rate number as a minimum. Outside of the opening hours, the Supplier must ensure that a message service is used, with return calls made on the next Working Day.

16. TRAINING FOR AUTHORITY STAFF

16.1. The Supplier must contribute towards the training, and the production of any related training material, and any other reasonable support as required by the Authority's personnel as specified by the Authority**.**

16.2. This will equate to 300 man days per year.

17. POLICY ADVICE AND ADVISORY BODIES

17.1. When required by the Authority the Supplier must attend to give evidence to external organisations, which will include but is not limited to:

- government bodies;
- statutory bodies;
- judicial authorities.

17.2. The Supplier must attend other meetings when required by the Authority, which will include but is not limited to, discussions of policy research and policy development.

17.3. The Supplier must provide the Authority with advice, guidance and support on any issues relating to the provision of the Services when reasonably requested to do so.

PART C – SPECIFIC ASSESSMENT SERVICE REQUIREMENTS

18. KEY ELEMENTS OF THE SERVICE

18.1. The key elements for the assessments below are the same as those outlined in Part B of this document unless otherwise specified. Many of these assessments have a requirement for a Face-to-face consultation and all require the completion of an assessment report. The content and the format of the reports will vary between assessment types.

18.2. The Supplier should be aware that the criteria for assessments vary and as such the content of the consultations and the reports will vary.

18.3. The Supplier should be aware that referrals for these cases will vary. The referrals will include relevant Claimant details, and may include specific questions that need to be answered as part of the assessment.

18.4. Detailed guidance for each of these assessments will be provided to the Supplier.

19. WORK CAPABILITY ASSESSMENTS (EMPLOYMENT AND SUPPORT ALLOWANCE/UNIVERSAL CREDIT)

19.1. Entitlement to ESA or the relevant measures in UC is based on an individual's functional ability rather than the disability or health condition itself. The WCA is an objective and independent assessment that supports the determination of a Claimant's entitlement to ESA or the relevant measures in UC.

19.2. The WCA was developed and has been improved in consultation with medical and other experts alongside representative groups to ensure that it deals effectively with the types of conditions that are prevalent today. It looks at an individual's capability for work or work-related activity, taking into account developments in healthcare and the modern workplace.

19.3. The majority of Claimants who have a disability or health condition who make a new claim for ESA or UC will require a WCA. Claimants are subject to repeat WCAs throughout their award to ensure that they are receiving the correct rate of benefit and the support they need to return to work as their capabilities change.

Assessment Criteria

19.4. The assessment looks at the effects of any health condition or disability on a Claimant's ability to carry out a range of everyday activities, for example mobilising, standing and sitting, learning tasks and awareness of hazard, which are relevant to work. For each activity there will be a list of descriptors, describing a level of ability. The HCP will advise which descriptor in each activity best fits the Claimant's circumstances.

19.5. HCPs will also advise on whether any non-functional exceptional circumstance criteria apply to Claimants – conditions where although Claimants do not meet the criteria under the WCA for limited capability for work or limited capability for work-related activity, they should be treated as having limited capability for work or limited capability for work-related activity, because there would otherwise be a substantial risk of harm to their health or the health of another person.

Referrals

19.6. There are two parts to the evidence gathering process for ESA and UC. The ESA and UC claim form gathers personal details and basic information on the Claimant's health conditions and disabilities. A separate questionnaire (currently the ESA50 / ESA50A / UC50 / UC50A) gathers further information from the Claimants on their health conditions and disabilities, and the extent to which the Claimant considers that these affect their daily lives.

19.7. In most cases, on receipt of a referral, the Supplier must issue the relevant questionnaire to the Claimant. This is currently a clerical form completed by the Claimant.

19.8. The Claimant has 28 calendar days to complete the questionnaire and return it to the Supplier, unless an extension is agreed solely by the Authority.

19.9. As a minimum, if the form has not been returned within 21 calendar days of issue, the Supplier must issue a reminder to the Claimant.

19.10. Once the questionnaire has been returned, the Supplier must undertake an initial paper-based review of the case to decide the next appropriate steps. This can include completing the assessment on the information available, gathering FE or scheduling a Face-to-face consultation. This review must be undertaken by a HCP as defined in Part F. Further information on the current policy is outlined in Paragraphs 19.19 and 19.20

19.11. If the assessment can be completed on the evidence provided, the Supplier must ensure the assessment:

- identifies all the relevant descriptors that apply;
- provides detailed justification for the descriptor choices and advice;
- identifies any FE used and the date of that evidence.

19.12. If an ESA50 or UC50 is not returned, and there is no indication of health conditions or disabilities affecting the Claimant's mental health, the case must be returned to the Authority. If the ESA50 or UC50 is not returned, and there is indication of a mental health condition, the Supplier must complete the assessment, which should include a Face-to-face consultation.

19.13. If an ESA50A or UC50A is not returned, the Supplier may pursue alternative methods of seeking FE and/or make a judgement on the need for a Face-to-face consultation to complete the Assessment.

19.14. For TI referrals, the Supplier must gather all necessary evidence to complete the assessment. These cases should not have a Face-to-face consultation or require the issue of a questionnaire.

19.15. If a TI referral is not found to be TI, the Supplier must revert to the process for a standard referral and issue a questionnaire.

19.16. Claimants may request for their consultation to be audio-recorded. Providing this request is made at least one Working Day in advance of their consultation, the Supplier must make provision for this. The Supplier must be able to make two

copies of the recording simultaneously, and be able to give the Claimant a copy at the end of the consultation. If the Claimant notifies the Supplier in advance of the consultation, the Supplier must allow a Claimant to use their own audio-recording equipment. The equipment used, whether provided by the Supplier or the Claimant, and the format of the recording must comply with the requirements set out by the Authority. The Supplier must retain the recording securely for a minimum of 14 months and make this recording available to the Authority by a method agreed with the Authority. During this retention period, a Claimant may request an additional copy of the audio recording from the Authority and the Supplier must provide either the Authority or the Claimant (as required) with such an additional copy if requested by the Authority. The use of audio recording within the WCA process may be subject to future change following the outcome of evaluation. The Authority will make requests for changes via the Change Control Procedure. The Supplier must work with the Authority to introduce any required changes.

19.17. In Service Delivery Year 1 the Supplier shall pilot a case conference service to assist decision makers in making decisions efficiently and accurately. Where the Supplier and the Authority agree that the pilot has been a success, then that pilot shall be rolled out to the operation, unless agreed otherwise. This service would be in addition to the telephony service for providing advice to the Authority defined at Paragraph 13.2 of this document. Following analysis of the pilot findings, the Supplier shall not take forward the case conferencing service.

19.18. The Supplier should be aware that there is a legislative requirement for a further independent review of the WCA, reporting later in 2014. This report may recommend changes to the assessment criteria and other aspects of the assessment service requirements. There is an ongoing Judicial Review relating to FE in the WCA, the outcome of which may alter the approach to its collection. In Service Delivery Years 1-3 the Supplier must fully cooperate with the Authority to implement subsequent recommendations and outcomes, including pilot activity.

<u>Face-to-face assessments and paper based reviews</u>

19.19. There are a number of outcomes available to the HCP that are dependent upon the circumstances of the case:

- New claim (Preboard Check) - the HCP can advise:
  - Support group (Limited Capability for Work-Related Activity)
  - "Treat as Limited Capability for Work" - for example if the claimant is receiving regular treatment such as haemodialysis
  - Call to face to Face consultation

- ESA/UC re-referrals (Scrutiny) - the HCP can advise:
  - Support group (LCWRA)
  - "Accept" that the claimant meets the criteria for LCW, with some restrictions as set out in the ESA Filework Guidelines
  - "Treat as LCW"
  - Call for Face to Face consultation

- IBR referrals (Scrutiny) - the HCP can advise
  - Support group (LCWRA)
  - "Accept" that the claimant meets the criteria for LCW
  - "Treat as LCW"
  - Call for Face to Face consultation

19.20 The above is a simplified statement of the outcomes that the HCP can advise on and reflects the policy framework as it stands. This is not an exhaustive statement of the recommendations and full detailed guidance is included in the Training and Development; WCA Handbook; ESA Filework Guidelines; MED-ESAFWG~001 (available in the Data Store).

19.21 The requirements for WCAs applicable to UC are largely the same as apply to ESA assessments. One of the key differences is that UC can be paid to Claimants who could be either in or out of work. As such some Claimants who are in work could require a WCA.

20. Not used

21. FINANCIAL ASSISTANCE SCHEME (FAS)

21.1. FAS offers help to some people who have lost out on their occupational pension because the scheme is closing and the employer has become insolvent, paid its statutory debt or has a compromise agreement in place. FAS can consider early access payments on the basis of ill health, severe ill health or terminal illness. The Supplier must provide advice as to whether the Claimant suffers from severe ill health or is terminally ill.

21.2. Appeals for FAS are dealt with by the Pension Protection Fund Ombudsman.

Terminally Ill

21.3. The Supplier must obtain evidence from the treating clinician if they are unable to give advice on the evidence available.

Severe Ill Health

21.4. The Supplier must advise the Authority if the Claimant suffers from a progressive disease and can be reasonably expected to die within 5 years as a consequence of this disease. The Supplier must obtain hospital case notes.

22. JOBSEEKER'S ALLOWANCE (JSA)

22.1. There are circumstances under which jobseekers may be entitled to hardship payments where they do not satisfy the job seeking conditions for JSA, or where their JSA has been sanctioned. Medical advice may be required to assist in a decision on a hardship claim. In these cases any evidence required will be provided by the Authority with the referral.

22.2. The Supplier must provide advice only to the Authority. The Supplier is not expected to complete Face-to-face consultations in these cases.

22.3. The Supplier must provide advice either on the same day as the referral or within 1 Working Day, as directed by the Authority.

23. INDUSTRIAL INJURIES BENEFITS (IIB)

23.1. IIB can be claimed by someone who has suffered a physical or mental disablement because of an accident at work or a PD caused by their work.

23.2. IIB consists of several elements:

- Industrial Injuries Disablement Benefit;
- Reduced Earnings Allowance;
- Constant Attendance Allowance;
- Exceptionally Severe Disablement Allowance;
- Industrial Death Benefit.

23.3. The Supplier must undertake all necessary activity, including carrying out a Face-to-face consultation when appropriate, to provide the advice required by the Authority. This includes requesting hospital case notes and undertaking a Face to Face consultation, as appropriate. The Supplier should note that referrals may relate to posthumous claims.

Industrial Accident Referrals

23.4. There are three types of referral in this category:

- Initial assessments;
- Re-assessments;
- Advice to assist with a determination.

23.5. Referrals will include a description of the industrial accident accepted by the Authority and the date it occurred.

23.6. For initial assessment referrals the Supplier must provide advice on the causation, relevant loss of faculty and disablement questions.

23.7. Certain referrals will require the Supplier to carry out HAV tests.

23.8. The Authority will refer re-assessment cases at least two months before the end of the current assessment. The Supplier must ensure that the new assessment has been completed and all paperwork returned to the Authority at least 5 Working Days before the expiry of the current assessment.

Prescribed Diseases

23.9. Referrals in this category are for initial assessments and re-assessments. The Supplier must be aware that the actions for each and the forms required vary according to the PD. Specifically PD Occupational Deafness (A10) and Chronic Bronchitis and Emphysema (D12), Pneumoconiosis (D1), Diffuse Pleural Thickening (D9), and Dupuytren's contracture (A15) require additional activities and are defined below.

23.10. In all cases the Supplier must give advice on whether the PD results in any relevant loss of faculty and the disablement questions.

Prescribed Disease D12

23.11. Before this type of referral the Authority will normally have accepted that the Claimant has worked in an employment that is prescribed for the disease claimed. This may not be the case for Claimants who are terminally ill.

23.12. The definition of PD D12 includes a description of the screening test. The Supplier must apply this test to claims for this disease, using equipment that adheres to agreed standards, defined in guidance.

23.13. The Supplier must not give advice on diagnosis until the screening test has been applied.

23.14. If a screening test cannot be performed the Supplier must supply reasons for this and provide advice on what the test would have shown.

23.15. Where the Claimant has an assessment of disablement for PD D12 or if an award has been made as a result of an appeal, which took account of increased disablement resulting from the effects of chronic bronchitis and / or emphysema, the Authority will include the appropriate adjustment form.

Prescribed Disease A10

23.16. The Supplier must provide advice based on an audiometric report.

Prescribed Diseases D1 and D9

23.17. The Supplier will usually be required to provide advice based on original radiological imaging provided by the Claimant's treating institution. The Supplier will need viewing facilities for the physical and digital media provided. Rarely, the Supplier will need to request imaging in the form of a plain chest x-ray to provide advice on a claim. The Supplier must ensure it has suitably qualified personnel to carry out this role. The Authority will provide guidance.

Prescribed Disease A15

23.18. The Supplier must provide advice based upon the number of digits affected, and the measurement of contracture in each of those digits, using a goniometer.

Further Referrals

23.19. The Authority will make referrals to the Supplier for advice at any stage in the lifetime of the assessment.

23.20. These include:

- when a Claimant's condition may have changed;
- when the Claimant provides FE;
- to support the decision making for IIB listed above;
- to help resolve conflicting medical opinion;
- to provide advice on whether a report contains harmful information;
- to help interpret the contents of a medical report.

23.21. Further detail on IIB will be provided in the IIB Handbook.

24. OCCUPATIONAL HEALTH ASSESSMENTS (OHA)

24.1. The OHA provides information about a jobseeker's capabilities in relation to a specific job or occupation.

24.2. OHA referrals will occur under the following circumstances:

- an assessment of the specific issues relating to a person's future employment resulting from their disability or health condition is required;
- a person who satisfies the Equality Act 2010 definition of disability, is in full-time employment and is seeking assistance in retaining their employment.

24.3. The OHA must include a Face-to-face consultation. For certain cases the Supplier must ensure that this takes place at the person's workplace, as directed by the Authority.

24.4. It is not expected that FE will be gathered to support the assessment.

25. VACCINE DAMAGE PAYMENTS SCHEME (VDPS)

25.1. VDPS is a one-off tax free payment to persons who are severely disabled as a result of vaccination against certain diseases.

25.2. There are three circumstances in which the Authority will make a referral to the Supplier:

- new claim;
- reversal;
- appeal.

25.3. The Supplier must undertake all appropriate action to complete the assessment. This may include providing advice based on available evidence, gathering FE from the most cost-effective source if unable to give advice on available evidence, and arranging a Face-to-face consultation with an appropriate medical specialist. For clarity the advice provided must be given by a doctor.

25.4. The assessment will firstly advise, on balance of probability, whether the Claimant's condition has been caused by vaccination against one of the diseases specified in section 1 (2) of the Vaccine Damage Payment Act 1979 (as amended). Secondly, if causation is accepted, to establish whether the Claimant is severely disabled, which for the purposes of the Act is 60% or more disablement.

25.5. Where the Claimant is in a residential school, home or hospital, the Supplier must issue written notification of a Face to Face consultation to the establishment, at the same time as the notification to the Claimant, or appointee where one exists.

25.6. The Supplier must ensure that any Face to Face consultation is carried out by a medical specialist in the appropriate field. See Paragraph 26.8 for definition of a medical specialist.

25.7. The Supplier must prepare terms of reference to accompany any report form they issue, including specific questions that require answering at the consultation. The

Supplier must also notify the Authority that a Face to Face consultation has been arranged.

25.8. For new claim and reversal referrals the Supplier must develop and use their own forms. For appeal referrals the Authority will provide the report form.

25.9. For new claim referrals, the Supplier must also complete the appropriate DoH form to contribute to the DoH reporting system for adverse vaccination reactions. The Authority will supply the form when the circumstances of the case deem it appropriate.

26. VETERANS UK (previously SERVICE PERSONNEL AND VETERANS AGENCY)

26.1. Veterans UK is part of the Ministry of Defence and is responsible for administering the War Pensions Scheme, the Armed Forces Compensation Scheme and the Armed Forces Pension Scheme. The Supplier will provide a report following a Face-to-Face consultation as directed by the Authority.

26.2. All assessment reports must be completed by a doctor in accordance with the War Pension Handbook for Examining Medical Practitioners and will include:

- a written response on any individual supplementary allowances under consideration by the Authority;
- answers to all specific questions raised by the Authority;
- any additional clinical information requested by the Authority;
- a statement signed and dated by the Claimant in their presence.

26.3. The Supplier must not comment on the cause of a Claimant's condition, benefit entitlement, timescales for benefit decisions or on the percentage assessed against benefit claimed.

26.4. The Supplier must be aware that the statutory written notice for consultations is 10 calendar days, unless they have the Claimant's consent to reduce the period.

26.5. Further detail on Veterans UK will be provided in the Veterans UK Handbook.

<u>Specialist Reports</u>

26.6. The Supplier must supply the Authority, on request, with a written report completed by an external Medical Specialist, British Dental Registered Specialist, or Regional Consultant or audiologist, as directed. This must give a full response to questions raised by the Authority.

26.7. Medical Specialist: means a General Medical Council Registered Medical Practitioner who is working in a post directly relevant to the service required, or who has retired within the preceding 5 years from such a post and has maintained a contemporary level of knowledge; and who holds 1 or more of the following of relevance to the condition under consideration:

- Certificate of Completion of Specialist Training;
- an established NHS post of consultant status, full or part time, which has been held for a minimum period of 12 consecutive months;

- membership of the GMC maintained list of specialists;
- a postgraduate degree or higher qualification from a Medical Royal College;
- revalidation or be revalidating (when statutorily necessary) to meet the GMC's criteria to remain on the GMC list of Licensed Medical Practitioners in their own specialty.

26.8. Regional Consultant: means a Registered Medical Practitioner who must:

- hold full and unrestricted registration with the UK General Medical Council or EEA equivalent
- hold registration on the relevant Specialist Register;
- hold a Fellowship of a UK or Republic of Ireland Royal College or equivalent foreign or Commonwealth College, Faculty or Academy recognised and accepted in the UK or Republic of Ireland;
- have held NHS Consultant or academic equivalent status for 5 years;
- revalidation or be revalidating (when statutorily necessary) to meet the GMC's criteria to remain on the GMC list of Licensed Medical Practitioners in their own specialty.

26.9. The Regional Consultant will preferably:

- possess higher qualifications such as MD, MS, PHD or DSc;
- have published work in recognised medical or other significant journals.

26.10. They must be able to analyse written submissions and (usually in conjunction with their own clinical history and examination), write clear and precise authoritative reports answering specific medical questions.

26.11. For the avoidance of doubt, Diploma holders, Associate Specialists and NHS Staff Grades who do not meet the above criteria are excluded.

26.12. The Authority will have sole discretion to decide if the author of specialist reports is appropriate.

26.13. The Supplier must ensure that the specialists are aware of and adhere to the Authority's Service Guidance relating to conduct standards.

Audiology

26.14. The Authority will provide the Supplier with the appropriate referral documents that shall include, but not be limited to, Claimant details and any relevant forms stating clearly what sort of medical evidence is required.

26.15. The Supplier must provide the Authority with diagnostic audiological testing, performed by an appropriate audiologist and using equipment and standards as defined by the British Society of Audiology.

26.16. The tests to be performed by the Supplier must comprise:

- Standard Test, audiogram, which shall always be carried out;
- Tympanometry and acoustic reflex threshold testing, when appropriate;
- Cortical evoked response audiometry, when appropriate.

26.17. The testing site must be an environment where the ambient noise level is less than 35dBA. The only exception to this will be for audiograms performed as part of a visit to a Claimant carried out on an exceptional basis at the request of Authority or the Claimant. In these circumstances, the Authority requires that every effort be made to record the audiogram in an ambient noise level of less than 35dBA and the before and after ambient noise levels must be recorded on the report.

26.18. Audiometry must be preceded by otoscopic examination of both ears and the state of the ear canals (including the presence of wax) and tympanic membranes are to be recorded by the audiometrician. This must not be an opinion but a statement of facts as seen by the audiometrician in accordance with British Society of Audiology published procedures.

26.19. All audiometry must be carried out using a manually Operated Pure-Tone Audiometer, either Type i or Type ii, biologically calibrated weekly.

26.20. The audiological test performed must, in all cases, comprise:

- Completion of history and examination on form WPA0301
- Pure-tone audiogram, air and bone conduction. Air conduction over 250Hz, 550Hz, 1, 2, 3, 4, 6 and 8kHz and bone conduction over 500Hz, 1, 2, 3 and 4kHz, with masking as appropriate.

26.21. The Supplier must complete the first part of the form after discussion with the Claimant, and ensure the Claimant signs and dates the declaration in their presence.

26.22. The Supplier must complete the second part of the form during the examination, and sign and date the form.

27. HER MAJESTY'S COURTS AND TRIBUNALS SERVICE (HMCTS)

27.1. Appeals against decisions about Authority-administered benefits are heard by the Social Security and Child Support Tribunal, an independent tribunal administered by HMCTS.

27.2. The Supplier must complete a consultation by a visit to the Claimant when requested to do so by HMCTS. This consultation will be completed by a doctor as described at Part F.

27.3. The Supplier may also be required to request hospital case notes. The Supplier must obtain the required notes and complete a report based on those case notes.

27.4. Up until end August 2017 the Supplier may receive feedback from HMCTS or the Authority about report quality. The Supplier must consider this, take appropriate action, which will include, but is not limited to, providing feedback to the relevant HCP and liaising with HMCTS as appropriate. From 1 September 2017, following guidance changes, no feedback on report quality will be provided by HMCTS.

27.5. Should the Authority decide to implement mechanisms for improved feedback on the outcome of appeals against the decision of the Authority, the Supplier will fully cooperate.

27.6. For clarity, it is not expected that the Supplier's employees will be requested to attend a tribunal by the Authority.

28. HMRC CHILD TRUST FUND AND JUNIOR ISA

28.1. The Child Trust Fund and Junior ISA are long-term tax free savings accounts for children. The money in the accounts belongs to the child and usually cannot be accessed until they are 18 years old. If a child is terminally ill early access to the money can be given to an appropriate person. The Supplier must provide advice as to whether the child is terminally ill as defined by legislation.

29. HMRC STATUTORY SICK PAY (SSP) / STATUTORY MATERNITY PAY (SMP)

29.1. HMRC is responsible for settling disputes between employers and employees about payments under statutory schemes. It makes formal decisions and manages appeals in the event of a dispute between employees and their employers, and pays SSP/SMP where the employer defaults or is insolvent.

29.2. There are 4 types of referral in this requirement:

- to determine if an incapacity is pregnancy related;
- disputed pregnancy-related incapacities;
- advice where the employer has disputed liability to pay SSP, including cases where the employer has refused to pay;
- advice where the employee has had repeated short period claims for SSP.

29.3. In all cases, the Supplier must give advice to the Authority based on the evidence supplied wherever possible. The Authority will issue certain FE and the date and type of this will be included in the referral. The Supplier should wait a reasonable time for this FE to be returned. If the existing evidence does not allow for advice to the Authority the Supplier must gather appropriate FE and / or undertake a consultation.

29.4. For SSP refusal referrals, the Supplier must advise whether the Claimant is capable of carrying out their own occupation, and if not, when a significant improvement can be expected. If directed by the Authority, the Supplier must provide advice for a retrospective period after the incapacity has ended.

30. INTERNATIONAL PENSIONS AND BENEFITS (IPB)

30.1. There are 3 types of referral for IPB. They are:

- Requests from Foreign Authorities;
- IIB for Claimants living abroad;
- ESA for Claimants living abroad.

Request from Foreign Authorities

30.2. The Supplier must gather FE, provide psychiatrist reports and / or undertake Face-to-face consultations when the Authority is acting on behalf of foreign authorities for Claimants who reside in the UK. Requests for psychiatrist reports will be processed clerically.

30.3. The Supplier must limit the gathering of FE to material that is available in the UK.

30.4. As directed by the Authority, some cases will require three copies of reports.

Claimants moving abroad

30.5. There are a limited number of Claimants who, if they wish to move abroad and retain their benefit entitlement, will be referred to the Supplier. The Supplier must provide advice as to whether the Claimant's incapacity can be classed as permanent or of a chronic nature.

Assessments for IIB Claimants living abroad

30.6. The Supplier must undertake assessments for Claimants who are resident abroad. If FE is required from outside the UK, the Supplier must advise the Authority about the nature of the required FE. The FE will be gathered by the Authority and the case will be referred back to the Supplier on its receipt.

30.7. The Supplier is not expected to undertake a Face-to-face consultation for these cases.

WCA for Claimants living abroad

30.8. For referrals where the Claimant is living abroad, the Supplier must undertake an initial paper-based review. If FE or a consultation is required, the case must be referred back to the Authority who will arrange for the necessary action to be undertaken. The case will be returned to the Supplier for the completion of the assessment once the actions have been completed.

30.9. In all of the above examples, the Supplier may also be asked for advice and interpretation of medical advice received from abroad.

31. COMPENSATION RECOVERY SCHEME (CRS)

31.1. Under the provisions of the Social Security (Recovery of Benefits) Act 1997, a compensator (the person or organisation which caused an injury, or more usually an insurance company) is required to pay to the Secretary of State for Work and Pensions an amount equivalent to the benefits paid to the injured person as a consequence of the accident, injury or disease for which compensation has been awarded. This is administered by CRU.

31.2. There is not an exhaustive list of reasons for referrals. However, most cases tend to involve the following circumstances:

- cases in which the Specialist medical report(s) provided by the injured person appear to conflict with the Specialist medical report(s) provided by the compensator, and CRU is seeking an independent view;
- when, in medical negligence cases, there is disagreement over the point in time at which the patient would have recovered from his injury or disease had it not been for the alleged medical negligence;
- cases in which it has been alleged that a pre-existing medical condition has contributed to the condition for which compensation is being sought, or that the symptoms the injured person is experiencing are entirely the

consequence of a pre-existing condition. In such cases CRU would be seeking advice on the likely progress of the pre-existing conditions in question.

31.3. The Supplier must provide advice regarding the duration of the incapacity for work as a consequence of the injury or disease. The advice must be a written report provided by a medical specialist in the appropriate field. If necessary this specialist would be required to undertake a Face-to-face consultation with the Claimant to gather the required evidence.

32. AGE DETERMINATION (This requirement no longer applies from 1 April 2021)

32.1. There are some cases where a Claimant makes a claim for benefit and there is a need to verify their date of birth. This may be because there is no evidence, such as a birth certificate, or the date held by the Authority is disputed by the Claimant.

32.2. In all cases the Supplier must carry out a Face-to-face consultation. The Supplier must ensure that the Face-to-face consultation is carried out by a medical specialist in the appropriate field. See Paragraph 26.8 for definition of a medical specialist.

32.3. The Supplier must give advice on the balance of probability as to whether the Claimant has reached the age claimed, stating the range within which the age is estimated. The range should not exceed five years either way.

33. GENDER RE-ASSIGNMENT (This requirement no longer applies from 1 April 2021)

33.1. There are instances when a Claimant makes a claim for State Pension where the evidence submitted suggests that gender re-assignment is not in accordance with the Authority's accepted procedures.

33.2. The Supplier must advise on whether the evidence provided can be accepted as proof that the relevant gender re-assignment surgery has been carried out.

33.3. This is an advice-only service. There is no requirement for the Supplier to gather FE, contact the Claimant or carry out Face to Face consultations.

34. DISABILITY LIVING ALLOWANCE

34.1. DLA can be claimed by people who have a disability / health condition. The benefit is intended to help with the additional costs that are incurred in relation to their condition.

34.2. There are four types of referral for this benefit:

- Terminally Ill;
- EMP report;
- Audiogram report;
- Advice.

<u>Terminally Ill</u>

34.3. The Supplier must gather all necessary evidence to complete the assessment and provide advice to the Authority.

EMP Report

34.4. On receipt of the referral, the Supplier must determine whether the report can be completed on the evidence supplied, or if a Face to Face consultation is required. These must be completed by a doctor.

Audiogram Report

34.5. The Supplier must supply an audiogram report with relevant advice on request by the Authority. The audiometric test must be performed by qualified audiometric technicians.

Advice

34.6. Advice may be written or oral, as defined by the Authority.

Written Advice

34.7. In Service Delivery Years 1 to Service Delivery Year 9 (inclusive) the Supplier must provide written advice in respect of Adult DLA referrals in Blackpool and in respect of Child DLA referrals in Birmingham.

Face to Face Advice

34.8. In Service Delivery Years, 1, 2 and 3 the Supplier must provide a nurse to give face-to-face advice to Authority staff at the principal processing centres for DLA. Currently these are located in Blackpool and Birmingham

34.9. From 1 March 2018 until 30th June 2021, the Supplier must provide one FTE equivalent of a Healthcare Professional to give face-to-face advice to Authority staff at the processing centres for DLA, currently located in Birmingham only. The HCP must have experience of working with children (e.g. paediatric nurse/doctor, GP or other HCP with relevant professional experience of working with children). Starting from 1 March 2018 until 30th June 2021, the Authority requires the relevant HCP to provide face-to-face advice 5 days per week. In the event that the Authority requires an increase in resources to provide child DLA advice, this will be made via the Change Control Procedure. The Change Control Procedure shall be initiated at least 3 months' notice prior to the date of resource increase requirement. The Supplier will cooperate with any such requests and will not unreasonably delay or decline to such requests.

34.10. From 1st July 2021, the Supplier must provide one FTE equivalent of a Healthcare Professional to give written advice, inclusive of any audit requirements, to Authority staff at the processing centres for DLA, currently located in Birmingham only. The HCP must have experience of working with children (e.g. paediatric nurse/doctor, GP or other HCP with relevant professional experience of working with children). Starting from date of CV428, the Authority requires the relevant HCP to provide written advice 5 days per week. In the event that the Authority requires an increase in resources to provide child DLA written advice and respective audit, this will be made via the Change Control Procedure. The Change Control Procedure shall be

initiated at least 3 months' notice prior to the date of resource increase requirement. The Supplier will cooperate with any such requests and will not unreasonably delay or decline such requests.

34.11. For clarity, the Supplier is expected to seek FE only if required for TI cases. For other referrals, the Supplier is not expected to seek FE.

35. ATTENDANCE ALLOWANCE

35.1. Up to and including 5 December 2018, AA can be claimed by people who are 65 or over who have a disability or health condition severe enough that they require someone to look after them. From 6 December 2018, AA can be claimed by people who are over State Pension Age and have a disability or health condition severe enough that they require someone to look after them. The benefit helps with the costs that are associated with that care.

35.2. There are four types of referral for this benefit:

- Terminally Ill;
- EMP report;
- Audiogram report;
- Advice.

Terminally Ill

35.3. The Supplier must gather all necessary evidence to complete the assessment and provide advice to the Authority.

EMP Report

35.4. On receipt of the referral, the Supplier must determine whether the advice required by the Authority can be given on the evidence supplied, or if a Face-to-face consultation is required. These must be completed by a doctor.

Audiogram Report

35.5. The Supplier must supply an audiogram report with relevant advice on request by the Authority. The audiometric test must be performed by qualified audiometric technicians.

Advice

35.6. Advice may be written or verbal, as defined by the Authority.

35.7. The Supplier must provide a nurse to give face to face advice to Authority staff at the processing centres for AA. Currently these are located in Preston and Blackpool.

35.8. For clarity, the Supplier is expected to seek FE only if required for TI cases. For other referrals, the Supplier is not expected to seek FE.

PART D – SERVICE QUALITY REQUIREMENTS

36. QUALITY MANAGEMENT

36.1. The Supplier is responsible for the quality and consistency of all assessments carried out by its staff and any advice provided to the Authority.

36.2. The Supplier must put in place systems, processes and governance arrangements for ensuring this quality and consistency is monitored and maintained and that assessments and advice meet the requirements set out by the Authority.

36.3. The Supplier must provide details of its approach to quality management, including governance structures and staff roles, within 20 Working Days following the Effective Date.

36.4. The Authority will set quality and assurance standards and will provide guidance material to the Supplier. The quality and assurance standards will include the Clinical Governance Quality and Standards Framework (CGQSF) (Schedule 2.1, Annex 8) for which the parties will undertake an annual stocktake to provide assurance that the Supplier is working to the CGQSF and identify good practice and areas of focus for continuous improvement. The annual stocktake process will be agreed jointly with the Supplier and the Authority in advance. Any required continuous improvement measures in relation to the CGQSF will be discussed between the Parties through dialogue and documented by way of contract variation or formal correspondence where required. Should changes be proposed by the Authority to the content of Annex 8 this will be considered via the Change Control Procedure.

36.4.A - **SYSTEM OF CLINICAL GOVERNANCE, INCLUDING ROLES AND RESPONSBILITIES**

i) By 1st October 2020, the Supplier shall nominate a Clinical Governance Senior Responsible Officer and shall notify the Authority of their identity.

ii) By 1st October 2020, the Supplier shall have in place an effective system of clinical governance (“System of Clinical Governance”) which should include appropriate standard operating procedures in relation to provision of the Services.

iii) The effectiveness of the System of Clinical Governance shall be determined by the Parties, following submission of the Supplier’s CGQSF Annual Report. Where the Parties are unable to agree on the effectiveness of the System of Clinical Governance, the Authority shall convene a meeting with the Clinical Governance Senior Responsible Officer to discuss and agree the measures to be taken and the appropriate timescales to ensure that the System of Clinical Governance is effective.

iv) If the Parties, acting reasonably, are unable to agree the effectiveness of the System of Clinical Governance, the matter shall be dealt with through the Dispute Resolution Procedure.

v) The Supplier shall ensure that, at all times, it delivers the Services in a manner that meets the Clinical Governance Standards.

vi) The Supplier shall co-operate with the Authority so that the Authority can assess the Supplier's compliance with paragraph 36.4.A(v) of this Schedule 2.1.

vii) The Supplier shall meet with the Authority in a variety of forums upon reasonable notice being given by the Authority to the Supplier. The purposes of such meetings shall be determined by the Authority from time to time, but will include periodic review of the effectiveness of the System of Clinical Governance.

viii) The Supplier shall provide a report to the Authority by 31st January 2021 and annually thereafter. The report will evidence the Supplier's System of Clinical Governance.

ix) In order to assist the Supplier in maintaining an effective System of Clinical Governance, the Authority may from time to time (by way of the Change Control Procedure) discuss and agree with the Supplier other documents, the nature of which shall include, but not be limited to:

- Guidance;
- Terms of reference;
- Monitoring requirements;

Once such documents are agreed by way of the Change Control Procedure, the Supplier shall comply with any obligations set out in such documents.

36.5. The terms and conditions of the Agreement (including without limitation Clause 12) set out the Authority's right to audit any aspect of the Supplier's performance during the life of the Agreement and the requirements placed upon the Supplier to cooperate with any such audit including the provision of supporting information as required.

37. QUALITY REQUIREMENTS

37.1. The Supplier will ensure that Claimants are assessed by HCPs with the required knowledge and skills.

37.2. The Supplier will support Claimants whose health condition or impairment fall outside an individual HCP's scope of competence, including any necessary handover process if required.

37.3. The Supplier will ensure that wherever possible all assessment reports and advice:

- are evidence based – are medically reasonable and reflect the consensus of medical opinion;
- are fully justified, particularly when any advice is at variance with other evidence including the Claimant's statement or a medical report;
- consistent, with any inconsistency between advice and evidence explained to the Authority;
- take full account of variations in the relevant health conditions and disabilities that will be described and the advice will reflect the degree of the Claimant's disability and its effects which are present most of the time;
- take full account of and record the effects of pain, fatigue and medication on the Claimant's ability to perform activities;
- are appropriate to the questions raised by the Authority and will comprehensively answer the questions posed by the Authority;
- are legible, presented to the Authority in English and understandable to those without medical qualifications. The Supplier will ensure that medical jargon and abbreviations are not used in advice to the Authority and that medical terminology is explained unless the terms have passed into every day use;
- account for all conditions claimed to be relevant by the Claimant;
- document conditions which may be less tangible, such as claimed mental health conditions. These will be fully explored and their effects, or lack of effect, on the disablement of the Claimant, will be documented and carefully explained;
- take full account of the Service Guidance, in respect of the use of aids, appliances, prostheses and medication.

38. RE-WORK

38.1. The Supplier will ensure assessment reports are fit for purpose. Any reports that are not deemed by the Authority as fit for purpose may be sent back to the Supplier by the Authority for Re-work. Re-work will be carried out at the Supplier's expense. Refer to Service Levels SC3, SC9 and SC10.

38.2. The criteria the Authority will use when considering whether reports are fit for purpose are that reports are:

- fair and impartial;
- legible and concise;
- in accordance with relevant Law;
- comprehensive, clearly explaining the medical issues raised, fully clarifying any contradictions in medical evidence;
- in plain English and free of medical jargon;
- presented clearly;
- complete, with answers to all questions relating to disability or incapacity matters raised by the Authority;
- free of unexplained medical abbreviations;
- capable of comprehensively providing information to the Authority;

- of a sufficient quality that the Authority is able to make a decision on entitlement to benefit.

38.3. The Supplier must ensure that wherever possible, Re-work is completed by the HCP responsible for the original report.

38.4. The Authority will have sole discretion in determining whether advice or assessment reports are fit for purpose.

38.5. The Authority will specify the reason for cases being returned as not fit for purpose.

38.6. The Supplier will use all reasonable endeavours to ensure that any issues, with regard to cases that have been returned for re-work, are dealt with and resolved locally at an operational level, in accordance with agreed timescales. Refer to Service Levels SC3, SC9 and SC10. The Supplier must ensure that lessons learned and best practices are considered and included in the continuous improvement programme as described in Paragraphs 61.9 – 61.10.

39. CONDUCT DURING A FACE-TO-FACE CONSULTATION

39.1. The Supplier must ensure that if a Face-to-face consultation is required then it will be performed in such a way that it gathers all the evidence needed to provide the appropriate advice and factual information in the manner required by the Authority. Any additional questions to be answered, or particular areas of difficulty that require explicit clarification, will be communicated to the Supplier by the Authority.

39.2. The Supplier must not comment upon or offer advice to Claimants about their potential entitlement to benefit.

40. SUPPLIER QUALITY AUDIT

40.1. The Supplier must put in place a regime for managing the quality of assessment reports as follows:

FOR SERVICE DELIVERY YEAR ONE AND THE PERIOD UP TO AND INCLUDING 27 SEPTEMBER 2016 IN SERVICE DELIVERY YEAR TWO

- Approval audit – all assessments carried out by newly recruited HCPs must be audited before any advice is sent to the Authority, until the recruit is granted approval by the Authority, see Part F;

- New Entrant Audit – once an HCP has been approved they shall be subjected to regular audit until the Supplier is satisfied that the consolidation of skills has been achieved. The frequency and volume of monitoring shall be determined by the Supplier;

- Rolling audit – all approved HCPs must be audited on a regular basis. The frequency and volume of auditing shall be determined by the Supplier;

- Targeted audit – the Supplier must carry out audit of HCPs where they have any concerns about the quality of the work being undertaken by the HCP. The criteria used to select cases and the volume of auditing shall be determined by the Supplier.

FOR THE PERIOD FROM 28 SEPTEMBER 2016 IN SERVICE DELIVERY YEAR TWO AND FOR SERVICE DELIVERY YEAR THREE

- Case Review – case reviews shall be undertaken on HCPs at the direction of the HCP's supervisor or Clinical Leadership in respect of (i) specific assessment errors (ii) less experienced HCPs and (iii) HCPs who require closer scrutiny to consistently produce acceptable reports. Data from completed case reviews shall be reviewed regularly to refine the process and measure improvements. Case reviews will also be undertaken on HCPs as required to support HCP development, clinical appraisal and revalidation and deliver reflective learning to ensure quality improvements as required. The frequency and volume of this will be determined by the Supplier;

- Approval Audit – All assessments carried out by a newly recruited HCP must be case reviewed before any advice is sent to the Authority. Where a new entrant HCP is considered by a Clinical Practitioner Lead (CPL) ("Clinical Support Lead" or "CSL" after the Supplier's internal restructure) to be ready for approval, 100% formal approval audit is initiated until the HCP achieves the approval criteria and approval is granted by the Authority, see Part F.

- Targeted Audit – target audits shall be performed in cases where an HCP has been placed on a formal and written performance improvement plan for either productivity or quality issues where a record of formal audit is required to finalise personnel related actions. The criteria used to select cases and the volume of auditing should be determined by the Supplier.

- The quality assurance approach to be followed by the Supplier will be subject to ongoing review by the Authority. Should the Authority conclude that the approach agreed with the Supplier and captured in Schedule 4.1 is not adequately managing the quality of assessment reports, the Authority will seek proposals from the Supplier to deliver an alternative option. These alternative proposals, when agreed in principle, will be the subject of formal Change Control to change Schedule 4.1.appropriately.

FOR SERVICE DELIVERY YEARS FOUR TO SERVICE DELIVERY YEAR 9 (INCLUSIVE)

- Case Review – case reviews shall be undertaken on HCPs at the direction of the HCP's supervisor or the Supplier's clinical leadership in respect of (i) specific assessment errors; (ii) less experienced HCPs; and (iii) HCPs who require closer scrutiny to consistently produce acceptable reports. Case reviews will also be undertaken on HCPs as required to support HCP development, clinical appraisal and revalidation and deliver reflective learning to ensure quality improvements as required. The process for undertaking case reviews, and the reasons for using them, are fully defined in the Case Review Process Guide (MED-CRPG01) as agreed by the Parties from time to time. Data from completed case reviews shall be reviewed regularly to refine the process and measure improvements, and this data shall be made available to the Department on a monthly basis. The data shall be broken down to BSC level and shall include information on the number of case reviews completed, the number of unacceptable case reviews, the ratio of case reviews to HCPs, and analysis of any identifiable trends with particular emphasis on reasons for unacceptable grades;

- Approval audit – all assessments carried out by a newly recruited HCP must be Case Reviewed before any advice is sent to the Authority. Where a new entrant HCP is considered by a "Clinical Support Lead" or "CSL" to be ready for approval, 100% formal approval audit is initiated until the HCP achieves the approval criteria and approval is granted by the Authority, see Part F;

- Targeted audit – target audits shall be performed in cases where an HCP has been placed on a formal and written performance improvement plan for either productivity or quality issues where a record of formal audit is required to finalise personnel related actions. The criteria used to select cases and the volume of auditing shall be determined by the Supplier. Cases completed by an HCP on a formal and written performance improvement plan for either productivity or quality that are not covered by targeted audit will be case reviewed.

- The quality assurance approach to be followed by the Supplier will be subject to ongoing review by the Authority. Should the Authority conclude that the approach agreed with the Supplier and captured in Schedule 4.1 is not adequately managing the quality of assessment reports, the Authority will seek proposals from the Supplier to deliver an alternative option. These alternative proposals, when agreed in principle, will be the subject of formal Change Control to change Schedule 4.1.appropriately.

40.2. Audit and Case Review must be carried out by HCPs who are trained to carry out audit and Case Reviews approved by the Authority.

40.3. Cases selected for audit must be audited before advice is submitted to the Authority. Any cases not meeting the agreed quality criteria, whether audit has been completed by the Supplier or by Assessment Assurance (see Paragraph 41.) on behalf of the Authority, must be brought up to an acceptable standard before being submitted or resubmitted to the Authority. A copy of the original report must be retained by the Supplier.

40.4. The criteria that audit assessments will be audited against will be provided by the Authority. All assessments will be graded:

- A grade (acceptable report) – the quality requirements are satisfied to the extent that the report fully conforms to the required standards;
- B grade (acceptable report with significant learning points) – the quality requirements are adequately satisfied but there are elements which would quantifiably enhance the quality of the report;
- C grade (unacceptable reports) – the quality requirements are not satisfied to the extent that the report fails to meet the required standards.

  From 28 September 2016, case reviews constitute a review of whether the report is acceptable or unacceptable as compared to the most common causes of C Grades as are identified by audits.

40.5. Subject to Clause 12 and any other express terms and conditions of the Agreement relating to retention of records and data, the Supplier must retain the audit records for a minimum of two years.

40.6. The Supplier will work with the Authority to develop and deliver these processes. The processes must be agreed by the Authority.

40.7. These requirements may be amended by agreement with the Authority – such as in the initial implementation period following the Operational Services Commencement Date.

41. ASSESSMENT ASSURANCE

41.1. From the Operational Commencement Date until 22nd August 2020, the Authority will second Supplier employees to fulfil the role of Lead Auditor for the provision of Assessment Assurance (AA) for WCA assessment quality. There shall be a rolling programme of 6-month secondments throughout the period of the Agreement. The Authority will also second Supplier employees to fulfil (2) auditor positions, for the provision of Assessment Assurance (AA) for WCA assessment quality, starting at the Operational Service Commencement Date and expiring no later than 31st December 2016. From 1st January 2017 the Authority will also second one (1) Supplier employee to fulfil one (1) auditor position, for the provision of Assessment Assurance (AA) for WCA assessment quality, starting at the Operational Service Commencement Date and expiring no later than 30th June 2017. Each secondment will last for a period of no greater than six (6) months at a time, and will be capable of being extended by agreement in writing by the Parties. Each secondment will be supported by a Secondment Order, subject to Paragraph 62 of Schedule 2.1. The Authority may approach the Supplier for

Secondees to deliver other services during the term of the Agreement. Each secondment will be subject to agreement between the Parties.

41.2. The AA secondees or AA provider will be responsible for the following assessment assurance activity:

- Monthly audit of a statistically valid sample of reports submitted to the Authority and grading these using the same criteria as used by the Supplier, see Paragraph 40.4. This will:
  - determine Supplier performance against the agreed Contractual standards;
  - be used to determine / calculate Service Credits
  - provide feedback to the Authority and the Supplier.
- Audit of additional cases as necessary, e.g. to look at trends, examine certain sites in more detail, investigate specific concerns, etc, reporting findings to the Authority and the Supplier;
- Audit of a proportion of new entrant HealthCare Professional (HCP) portfolios each quarter to ensure that the correct recruitment, training, approval and audit processes have been followed. The findings will be reported to the Authority and the Supplier;
- Audit of a proportion of all HCP portfolios each quarter to ensure that Continuing Professional Development (CPD), audit processes, etc have been followed. The findings will be reported to the Authority and the Supplier;
- Audit of a sample of the audits completed by each of the Supplier's auditors, providing feedback to the Supplier. This check will be reported to the Authority on an annual basis and will decide whether an auditor is re-accredited to carry out audit.

41.3. The Authority will be responsible for ensuring that the secondees and / or AA provider meets the required standards, for the documentation of processes / procedures and reporting outcomes.

41.4. The Supplier must make available resources from its quality auditors to support the activity carried out by the AA provider and / or secondees. The Supplier will have the opportunity to discuss any findings prior to the results being reported to the Authority, but the responsibility for determining these results rests with the secondees or AA provider.

41.5. The Supplier will co-operate with and facilitate the AA and must give the secondees and / or AA provider access to any necessary systems, clerical or electronic files and appropriate personnel to support its activity with 10 working days of request.

41.6. The Supplier must provide any information requested in relation to the audit within 10 working days, for example lists of assessments completed within a given time period.

41.7. The Supplier must respond to draft reports relating to the audit for factual accuracy within 5 working days.

41.8. The Supplier will provide the Assessment Assurance for Assessment quality for Industrial Injuries Benefits, Veterans UK and Disability Living Allowance, expected to be 10% of cases. The sampling methodology to be used is set out in Schedule 2.2 paragraph 5.1(3) and Service Guidance. The Authority will examine a selection of audits carried out by the Supplier for Industrial Injuries Benefits, Veterans UK and Disability Living Allowance; this is expected to be 10% of the audited cases. The results of the audit of these benefits reported by the Supplier will be used to inform the achievement of the quality targets SC1 and SC2.

42. EXCEPTION REPORTING

42.1. The Supplier must monitor its HCPs against a number of outcomes, such as the proportion of Claimants that are advised to be TI.

42.2. The Authority will provide the Supplier with a list of the outcomes that must be monitored.

42.3. The Supplier must cooperate with the Authority in implementing the reporting regime. If required the Supplier must cooperate with the Authority to set exception ranges and report exceptions that lie outside the agreed ranges. The Supplier must specify any necessary actions undertaken in relation to any HCP who falls outside the agreed range.

42.4. The Supplier must provide management information to the Authority in a monthly report on the above. An example of the content and format (without agreed ranges) of this report is included at Annex 5.

43. COMPLAINTS AND ENQUIRIES

43.1. The Supplier will have an internal dispute resolution procedure for dealing with complaints from Claimants about the Supplier (and/or any of its Sub-Suppliers).

43.2. If the dispute between the Claimant and the Supplier (and/or the Sub-Supplier) cannot be resolved the dispute shall be referred to the Independent Case Examiner (ICE) (http://www.ind-case-exam.org.uk/) for mediation.

43.3. If the dispute cannot be resolved by mediation, ICE will conduct a full investigation. The decision of ICE will be final and binding upon the parties to the dispute. The ICE investigation will carry a £[REDACTED] contribution to costs paid by the Supplier or the Sub-Supplier, who will also be liable for any financial redress recommended by ICE. In the event that the complaint against the Supplier or Sub-Supplier is dismissed, no costs will be payable. Any costs in respect of complaints that have been upheld against the Supplier or the Sub-Supplier and any financial redress due to the Claimant will be paid within four weeks of the date of the ICE final investigation report.

43.4. The Supplier will provide an overview report of all complaints received on a monthly basis in the format specified by the Authority. This will include details of action taken to address the cause of the complaints as appropriate.

43.5. For Veterans UK a copy of the response to the Claimant must be provided to the Authority by the Supplier.

Serious Complaints

43.6. The Supplier must ensure that its complaints process includes provision for allegations of serious misconduct.

43.7. The main types of serious complaint include, but are not limited to:

- assault as a consequence of consultation;
- injury as a consequence of consultation;
- inappropriate intimate examinations;
- racial abuse;
- sexual abuse;
- serious breach of professional conduct;
- theft or fraud;
- criminal activities.

43.8. The Supplier must inform the Authority immediately upon receipt of a complaint in this category. The Supplier should also consider suspending the HCP from carrying out assessments until any investigations into the complaint have been completed.

43.9. The Supplier must liaise with the Authority on the outcome of any investigation into a serious complaint. If a serious complaint is upheld, the Supplier must consider liaising with the relevant professional body and request revocation of approval from the Authority.

Information for other enquiries

43.10. The Supplier will forward to the Authority all enquiries relevant to the Authority within two Working Days. The Supplier will provide any requested and appropriate information to assist the Authority in replying to other enquiries.

43.11. This includes, but is not limited to:

- official correspondence;
- Ministerial correspondence;
- Ministerial briefing;
- Parliamentary questions;
- press enquiries;
- Freedom of Information requests;
- Subject Access requests.

43.12. Response times for the above requests will be agreed on a case-by-case basis. The Supplier must adhere to the agreed deadlines for individual responses. The response provided by the Supplier within the required turnaround time must be a full response or, if a full response cannot be provided, an update on what stage

the response has reached and the date on which the full response can be expected by the Authority.

PART E: CLAIMANT ENGAGEMENT REQUIREMENTS

44. CLAIMANT EXPERIENCE

44.1. The Supplier will develop and implement a comprehensive Customer Charter, which should outline the Claimant's rights and responsibilities and what they can expect from the Supplier. For information, the Authority Customer Charter can be found at https://www.gov.uk/government/publications/our-customer-charter. Following the Effective Date, the Supplier will work with the Authority, Claimants and their representative groups to develop this Charter.

44.2. The Supplier will work closely with the Authority to ensure Claimants' needs are addressed and taken into account when introducing and continuously improving Services.

44.3. The Supplier will measure the full range of the Claimant experience of the Services provided.

44.4. The Supplier will commission, and pay for, an independent survey to measure the Claimant experience of the Services and to provide the Claimant Satisfaction rating, as a minimum on a quarterly basis.

44.5. The Authority will provide a minimum set of questions that must be included in the independent survey. The response to these questions only will be the measure for the Claimant satisfaction rating.

44.6. The Supplier will provide and implement action plans to address issues identified that do not meet the agreed Claimant Satisfaction Service Level. Refer to Service Level SC11.

45. WORKING WITH CLAIMANT REPRESENTATIVE GROUPS

45.1. The Supplier must engage and build relationships with Claimant Representative Groups that represent sick and disabled claimants and related organisations. The Supplier must use feedback from these engagements to inform their Continuous Improvement programme.

45.2. The Supplier will meet regularly with Claimant Representative Groups in order to develop elements of the Claimant Satisfaction Survey to enable this function to gather information on areas of concern or of interest to Claimant Representative Groups.

PART F – HEALTHCARE PROFESSIONAL REQUIREMENTS AND OTHER STAFF REQUIREMENTS

46. HEALTHCARE PROFESSIONAL COMPETENCIES

46.1. From contract commencement until 30th April 2021, the Supplier must ensure that any HCP used in the delivery of this Agreement have the following qualifications and experience:

- they are an occupational therapist, nurse, physiotherapist or doctor;
- they are fully registered with the relevant regulatory body (doctors must have a licence to practise);
- they have no sanctions attached to registration (unless they relate to disability) - in individual cases this may be waived subject to agreement with the Authority;
- they have at least 2 years post full registration experience (GMC, NMC, HCPC or EEA equivalent) or for non EU graduates 2 years post full registration experience unless otherwise agreed on an individual basis by the Authority.

46.2With effect from 1st May 2021, the Supplier must ensure that any HCP used in the delivery of this Agreement have the following qualifications and experience:

- they are an occupational therapist, nurse, physiotherapist or doctor;
- they are fully registered with the relevant regulatory body (doctors must have a licence to practise);
- they have no sanctions attached to registration (unless they relate to disability) - in individual cases this may be waived subject to agreement with the Authority;
- they have at least 12 months post full registration experience (GMC, NMC, HCPC or EEA equivalent) or for non EU graduates 1 years post full registration experience unless otherwise agreed on an individual basis by the Authority.

46.2. The Authority may consider the use of other HCPs to deliver the assessments required under this Service Requirement in the future.

46.3. The Authority requires certain assessments to be completed by HCPs meeting specific requirements, as follows:

- OHAs must be completed by HCPs with experience in occupational health and who are (a) Associates or Members of the Faculty of Occupational Medicine, or (b) hold a Diploma in Disability Assessment Medicine;
- VDPS assessments must be carried out by doctors;
- VDPS advice must be given by doctors;
- IIB assessments must be carried out by doctors;
- Gender re-assignment assessments must be carried out by doctors;
- Veterans UK assessments must be carried out by doctors;

- Face-to-face consultations for HMRC SSP / SMP assessments must be carried out by doctors;
- DLA EMPs must be completed by a doctor;
- AA EMPs must be completed by a doctor.

46.4. For the period from (and including) the Effective Date to (and excluding) 4 August 2017, the Supplier must ensure that all HCPs are cleared by a valid Disclosure and Barring Service check or for HCPs operating in Scotland, the appropriate equivalent.

From (and including) 4 August 2017, the Supplier must ensure that all HCPs are vetted in accordance with the Staff Vetting Procedure.

46.5. The Supplier will ensure that all HCPs have the following competencies before they are approved to deliver the Services:

- they have appropriate knowledge of the clinical aspects and likely functional effects of a wide range of medical conditions;
- they demonstrate appropriate skills in assessing people with physical health conditions including history taking, observation and ability to perform a relevant examination;
- they demonstrate appropriate skills in assessing people with conditions affecting mental health, intellectual and cognitive function including history taking, observation and ability to perform a relevant examination;
- they are able to critically evaluate evidence and use logical reasoning to provide accurate evidence-based advice;
- they have excellent interpersonal and written communication skills that include the ability to:
  - interact sensitively and appropriately, with particular regard for an individual's cultural background and issues specific to disabled people;
  - take a comprehensive, appropriately focused, clear history,
  - accurately record observations and formal clinical findings;
  - produce succinct, accurate reports in plain English, fully justifying conclusions from evidence gathered, and dealing appropriately with apparent conflicts of evidence and fluctuating conditions.

47. CONDITION SPECIFIC CHAMPIONS

47.1. The Supplier will ensure that Mental Function Champions are available to provide advice and support to HCPs on health conditions and disabilities affecting mental, cognitive, intellectual and behavioural function.

47.2. The Supplier will agree the most appropriate approach to make Mental Function Champions available and the number of these required with the Authority. In Service Delivery Year 4, the Supplier will, in conjunction with the Authority, carry out a review of the approach to Mental Function Champions. The review will consider the utilisation rate of Mental Function Champions and their added value and will determine the number of Mental Function Champions required, how they will be used and actions that will be taken to increase the value-add of these roles.

47.3. In addition to the competencies above, the Supplier will ensure that all Mental Function Champions have at least 2 years post full registration clinical experience in the management of conditions affecting mental health, intellectual, cognitive and behavioural function.

47.4. The Supplier will introduce other condition-specific Champions when requested and in agreement with the Authority.

48. HCP RECRUITMENT

48.1. The Supplier will provide a recruitment timetable, assumptions, risks and risk management strategy for recruitment within 10 Working Days following the Effective Date.

48.2. The Supplier will ensure that sufficient numbers of suitably qualified HCPs are in place to deliver the Services fully in accordance with its obligations under the Agreement from the Operational Services Commencement Date and maintained for the life of the Agreement. In addition to the recruitment timetable provided at Operational Services Commencement the Supplier will provide details of its recruitment plan and delivery of that plan on a weekly and monthly basis at regular performance meetings.

49. HCP APPROVAL

49.1. The Supplier will ensure that HCPs are approved by the Authority's representative acting on behalf of the Secretary of State (Authority SoS Representative). Approval by the Authority SoS Representative will be dependent on the Supplier demonstrating that the HCP has completed, to the Authority SoS Representative's satisfaction, a course of training and appraisal and demonstrates the required competence to carry out assessments.

From the beginning of Service Delivery Year 1 until the signature of Contract Variation 134 this demonstration must include HCPs having achieved five consecutive A-grades from approval audit, or such requirement that that the Authority SoS Representative may require (5A requirement).

From signature of Contract Variation 134 onwards, this demonstration must include HCPs having achieved at least four A grades and a B grade in any sequence of 5 consecutive audits from approval audit, or such requirement that the Authority SoS Representative may require (4A requirement).

The Supplier is required to monitor and collect evidence of the impact on quality of the 4A requirement for three months (or such other time as the Parties may reasonably agree) following the implementation of this Change. Where the evidence demonstrates that there has been an adverse impact on SC1 or SC2, then the Supplier shall take steps to revert to the 5A requirement within a month of such evidence.

49.2. Separate approval will be required for:

- each type of assessment required by the Authority, reflecting the differing knowledge requirements of each assessment;

- carrying out consultations and paper-based assessments (for each benefit type), reflecting the differing skills required of each.

49.3. Where Paragraph 40.1 Option 1 is deployed – Any unapproved HCP must have 100% of their cases audited by the Supplier before any report or advice is provided to the Authority, to ensure the appropriate quality standards are met

OR

49.4. Where Paragraph 40.1 – Option 2 is deployed - Any unapproved HCP must have all of their cases reviewed by the Supplier before any report or advice is provided to the Authority, to ensure the appropriate quality standards are met. Once a new entrant who has passed Stage 3 is considered by Supplier to be ready for approval, 100% of their cases will be audited until the HCP achieves the approval criteria. This will be referenced by the Supplier as “Approval Audit”.

49.5. The Supplier will ensure that the Authority SoS Representative is informed of HCPs who fail to continue to meet the required quality standards in order that he/she may consider revoking Approval. The Authority SoS Representative may ask the Supplier to demonstrate that HCPs meet the required quality standards at any point. For the avoidance of doubt, the Authority SoS Representative has sole discretion whether to grant or revoke approval.

49.6. Service Guidance will be provided by the Authority on the approval and revocation of approval requirements, with which the Supplier must comply.

49.7. The Supplier will work with the Authority to develop agreed administrative arrangements in relation to the approval and revocation of approval process and the appropriate level of verification and validation that must be retained by the Supplier. The Supplier will be expected to provide, on request, validated lists of approved HCPs for each type of assessment.

49.8. This verification will include, but not be limited to, evidence that the HCP meets the basic requirements for employment, evidence that was supplied to the Authority to support an approval application and ongoing validation of the HCP’s achievement of the required standard of reports.

49.9. The Authority has right of veto over the content of the approval and revocation of approval process.

49.10. These requirements may be amended by agreement with the Authority – such as in the initial implementation period following the Operational Services Commencement Date.

50. AUDITOR OR CASE REVIEWER TRAINING AND APPROVAL

50.1. The Supplier must ensure that all its quality auditors and case reviewers meet the following criteria:

- have at least 12 months experience in conducting the assessments they are auditing or reviewing;
- have demonstrated consistent quality in producing reports over this period;

- in the opinion of the Authority their complaint history does not compromise their ability to function as an auditor or case reviewer;
- have demonstrated ability to be able to audit or case review cases against the criteria and standards set by the Authority;
- have been approved to carry out audit or case reviews by the Authority.

50.2. These requirements may be amended by agreement with the Authority – such as in the initial period following the Operational Services Commencement Date.

50.3. The Supplier is responsible for ensuring that its auditors and case reviewers have the necessary training and have demonstrated their competence before requesting that its auditors and case reviewers are approved by the Authority.

50.4. Approvals for auditors and case reviewers will be the responsibility of the Authority. The Supplier must demonstrate satisfactory completion of the training, related assessment and accurate auditing of live cases.

50.5. All auditors and case reviewers will be subject to a periodic review of their ongoing competence to carry out audit or case reviews, supported by evidence submitted by the AA provider. The Authority may withdraw approval to audit or carry out case reviews if it is not satisfied that the auditor or case reviewer continues to meet the required standards.

51. GUIDANCE AND TRAINING

51.1. The Authority will make available to the Supplier guidance products to support its Staff and inform the Supplier's processes, training programmes and own administrative guidance (Service Guidance). The Supplier is required to use these guidance products and maintain and update them as appropriate.

51.2. Copies of the guidance products referred to above will be made available following the Effective Date.

51.3. The Authority will also, as part of Service Guidance, make core training material available to the Supplier. The Supplier will be required to use this material as the basis of its training programmes but shall tailor content to its specific business model, systems and processes and update the Service Guidance as appropriate.

51.4. During the Implementation Period and in any event no later than 12 weeks before the Operational Services Commencement Date, the Supplier will provide a detailed training plan that meets the requirements of the Authority as set out in this Service Requirement.

51.5. The Authority reserves the right to quality assure and sign off the Supplier's training material and guidance.

Initial training

51.6. The Supplier will provide a training programme for each HCP in accordance with the requirements detailed below, which will ensure that the HCPs have the required level of knowledge and skills to achieve approval. The knowledge and skills required in respect of HCPs will include but not be limited to:

- an understanding of, and an ability to perform, the role of the health and disability assessor in order to assess Claimants with physical or mental health conditions;
- knowledge of the benefit relevant to any assessment they will be carrying out, including the legislative framework;
- an up-to-date knowledge of relevant clinical subjects;
- an awareness of the Authority's approach to customer service and equal opportunities;
- disability awareness;
- mental health awareness;
- an ability to deal with potentially UCB situations;
- multicultural awareness;
- training on the relevant IT systems.

51.7. The training must include theoretical and practical elements, which will be implemented by the Supplier. The Supplier will, following such training, conduct a written and practical assessment of each HCP to ensure that the required levels of skills and knowledge have been achieved.

51.8. The Supplier will undertake close supervision of new HCPs during practical training.

51.9. Where no medical training or procedural guidance exists for the provision of any element of the Services, the Supplier will ensure that relevant documentation is created which meets the requirements of the Authority.

51.9A On 22 September 2017, the Parties agreed to progress the development of an e-learning solution for new HCP recruits. The Supplier's proposal with regard to the e-learning solution (including operational requirements and engagement of a third party provider), respective responsibilities of the Parties and associated costs were captured in the e-learning business case submitted on 5 July 2017 by the Supplier and approved by the Authority through controlled correspondence reference DWP [REDACTED]. The Parties agreed that they would work toward the e-learning solution being implemented from 1 April 2018. Throughout the development and delivery of the e-learning solution, the Supplier will continue to be obligated to meet the Service Levels in the Agreement and will continue to be monitored against all agreed Service Levels in the Agreement. No Service Credit relief or similar adjustment will be offered as a direct result of delivering this solution.

On 21 May 2018, the Parties agreed to delay the implementation date of the e-learning solution for new HCP recruits through controlled correspondence [REDACTED]. On 6 June 2018, the Parties had agreed that the Supplier would produce a business case for an e-learning solution, articulating the proposed costs and benefits, by September 2018.

The Parties agreed that they would co-operate with each other in good faith and use reasonable endeavours to review this case for the development and implementation of the e-learning solution and that the conclusion of such review would be set out in an associated Contract Variation signed by no later than 28 September 2018.

The Supplier submitted the E-Learning Business Case (dated 26 February 2019) to the Authority on 27 February 2019, which was approved by the Authority on 1 April 2019 and subsequent changes to reflect updates to the Critical Path were made by the Supplier dated 7 June 2019 reflecting agreements reached with the Authority.

51.9B E-Learning Business Case

51.9B.1 The Supplier shall implement the e-learning solution in accordance with the Critical Path unless the Parties agree that the Critical Path shall Change by controlled correspondence.

51.9B.2 The Parties agree to deliver the Critical Path, in accordance with their obligations and timescales as set out in the Critical Path or as agreed by the Parties from time to time.

51.9B.3 Each Party will monitor compliance by the other Party of its E-Learning Obligations.

51.9B.4 The Supplier shall ensure that the training material used in the e-learning solution shall only contain content which is (i) in the WCA handbook, (ii) provided by the Supplier to the Authority as part of a request by a third party pursuant to the FOIA, or (iii) otherwise in the public domain. Where the Authority, as part of its review, identifies that the content of the training material, or any part of it, does not comply with 51.9.B.4 (i), (ii) or (iii) then:

(a) the Supplier shall be responsible for addressing any issues raised by the Authority and shall bear the full costs of removing the non-compliant content and replacing it with compliant content; and

(b) the Supplier shall be responsible for any impact on Milestones and deadlines in the E-Learning Business Case including, without limitation, those set out in the Critical Path and this Variation, or as otherwise agreed by the Parties from time to time and any Delay to the delivery of the Critical Path due to the time taken by the Supplier to remove the non-compliant content and replace it with compliant content shall be treated in accordance with paragraph 51.9B.6.

51.9B.5 The Parties agree to hold Monthly review meetings commencing with immediate effect until the e-learning solution has been fully implemented

and the objectives of the E-Learning Business Case have been achieved or such other time mutually agreed by the Parties to:

51.9B.5.1 review progress of the design, development and implementation of the e-learning solution;

51.9B.5.2 review the ongoing costs by reference to those agreed in controlled correspondence reference [REDACTED];

51.9B.5.3 review progress and monitor delivery of the Critical Path;

51.9B.5.4 analyse and evaluate the progress of the delivery of the e-learning solution;

51.9B.5.5 raise and discuss any concerns; and

51.9B.5.6 review and discuss any proposed spend outside of that set out in the E-Learning Business Case provided that the same shall be agreed by the Authority acting reasonably.

51.9B.6 In the event that (i) the final deadline for the implementation of the e-learning solution set out in the Critical Path is not met, unless otherwise agreed by the Parties, and the reasons for the Delay are wholly attributable to the Supplier, or (ii) the Supplier fails to deliver the e-learning solution in accordance with the E-Learning Business Case, as determined by the Authority in its reasonable discretion, or (iii) the Supplier incurs additional costs in remedying any Delay to a Milestone in the Critical Path, and the reasons for the Delay are wholly attributable to the Supplier:

(a) the Parties shall document by controlled correspondence the rationale for and the impact of such Delay or failure;

(b) the Supplier shall bear all associated Pass-through Costs in respect of such failure. In the event that the Supplier bears any such associated Pass-through Costs, any Assets to which such Pass-through Costs relate shall be and remain the property of the Supplier;

(c) the minimum average FTEs shall continue to be deployed by the Supplier on domiciliary visits during Service Delivery Year 5; and

(d) the Target cost and Target Fee for Service Delivery Years 5, 6 and 7 shall remain unchanged

51.9B.7 In the event that (i) the final deadline for the implementation of the e-learning solution set out in the Critical Path is not met, unless otherwise agreed by the Parties, (ii) the Supplier incurs additional costs in remedying the Delay to the Milestones in the Critical Path and, the reasons for the

delay are wholly attributable to the Authority, then the Parties shall review the impact of such Delay and the following shall be adjusted (where necessary):

(a) the cost of retaining the minimum average FTEs deployed by the Supplier on domiciliary visits during Service Delivery Year 5 and, in the event that such costs are impacted the Authority shall consider whether to bear the increase in costs associated with maintaining or agree an appropriate decrease to the minimum average FTEs deployed by the Supplier on domiciliary visits during Service Delivery Year 5;

(b) the Service Levels and Service Credits; and

(c) the Target Cost and Target Fee for Service Delivery Years 5, 6 and 7, such adjustment to reflect the reduction in savings for each Service Delivery Year up to a maximum of the anticipated savings set out in the E-Learning Business Case

and the Authority shall implement any resulting Change in the Payment Model no later than 31 March 2020.

51.9B.8 In the event that (i) the final deadline for the implementation of the e-learning solution set out in the Critical Path is not met and the reasons for the Delay are attributable to both of the Parties, or (ii) the Parties agree to Delay or cease progression of the e-learning solution, or (iii) the Supplier incurs additional costs in remedying any Delay to the Milestones in the Critical Path and the reasons for the Delay are attributable to both Parties, then the Parties will:

(a) document the rationale and impact on such Delay or agreement; and

(b) agree the impact to and adjust as necessary:

(i) the cost of retaining the minimum average FTEs deployed by the Supplier on domiciliary visits during Service Delivery Year 5 and

(ii) the Target Cost and Target Fee for Service Delivery Years 5, 6 and 7

and the Authority shall implement any resulting Change in the Payment Model no later than 31 March 2020.

51.9B.9 In the event that the Authority and the Supplier agree (via the Change Control Procedure) that the Authority will provide the IT hardware required for the delivery of the e-learning solution, the Parties shall review and agree the impact on and adjust the Target Cost and Target Fee for Service Delivery Years 6 and 7. In this case, the Supplier shall update the

Asset Register at Schedule 15.2 within one Month of receipt of the hardware.

Continuing Professional Development (CPD)

51.10. The Supplier will develop, deliver and evaluate a CPD programme on an annual basis. This should include feedback and mentoring processes.

51.11. The Supplier must have completed the delivery of all components of the agreed training programme by 31st August each year after Year 1.

51.12. The Supplier will provide all of its HCPs with a personal training plan on an annual basis. The personal training plan will contain details of the timescales in which each individual module will need to be delivered to that individual.

51.13. The Authority will provide the Supplier with an outline stating topics that the Authority requires to be included in the CPD programme for the forthcoming Year.

51.14. The Supplier will undertake a summary Training Needs Analysis (TNA) at an organisational level that will identify areas of training needs together with priorities for implementation. The scope, objectives and methodology of the TNA will be subject to prior approval by the Authority. The outcome of the TNA will be subject to approval by the Authority prior to incorporation into the training plan.

51.15. The TNA must be completed and shared with the Authority by 31st August in Year 1 and 30th June each other year.

51.16. The Supplier will provide the Authority with a plan setting out in detail the manner in which the Training Programme will be delivered.

51.17. This Training Plan will be developed in co-operation with the Authority and will be subject to approval by the Authority.

51.18. This Training Plan must be completed and shared with the Authority by 30th September in Year 1 and 31st July each other year.

51.19. Any changes or amendments to the Training Plan must be submitted to the Authority for approval.

51.20. The Supplier must evaluate the effectiveness of the CPD programme and produce an annual training evaluation report. The format and timescales of the evaluation will be agreed with the Authority. The report must be completed and shared with the Authority by 30th November each year.

51.21. The Supplier should be aware that a current training plan will be passed to them from the incumbent supplier. The Supplier must ensure that this training plan is completed in line with the agreed plan in Service Delivery Year 1.

51.22. The Supplier must provide information to the Authority on request in relation to any aspect of guidance and training.

51.23. The Supplier must implement additional CPD on an ad hoc basis at the request of the Authority.

51.24. The Supplier must co-operate with the Authority to implement a requirement for additional HCP qualifications, as required by the Authority.

52. REVALIDATION

52.1. The Supplier will ensure that Healthcare Professionals are fully supported in relation to the requirements for professional revalidation.

53. EXCLUDED HEALTHCARE PROFESSIONALS

53.1. The Supplier will ensure that the following HCPs are excluded from assessing a Claimant or providing advice:

- anyone directly affected by the case in question;
- any HCP who has regularly attended the Claimant or practises at a surgery where the Claimant is or has been registered;
- any HCP who is attending, has attended, or is anticipated to attend the Claimant at some time in the future for the purposes of providing reports in respect of commercial matters;
- any HCP who is providing, has provided, or is anticipated to provide services at some time in the future to the Claimant's employer;
- any HCP previously involved in advising on, or assessing, a claim that has resulted in an appeal, in relation to the Claimant, where identified;
- any HCP identified as unsuitable by the Authority;
- any HCP who has attended a Health and Disability consultation as a companion in relation to the Claimant;
- any HCP not appropriately qualified or approved, unless undergoing approval or such approval has expressly been waived by the Authority;
- any HCP who is a friend or relative of the Claimant;
- any HCP who the Claimant has made a complaint about;
- any HCP who is an employer of the Claimant, or employed by the Claimant, or is employed by the Claimant's employer;
- where the Claimant in question is an employee of the Supplier, the last exclusion will not apply and the referral will be processed in accordance with agreed procedures. However, the Supplier will apply all the other criteria listed.

54. HEALTHCARE PROFESSIONAL CONDUCT

54.1. At all assessments the Supplier will abide by the standards of conduct required by the Authority which include but are not limited to the following:

- treating the Claimant with respect and carrying out the Health and Disability Assessment in a manner that avoids unnecessary anxiety or physical discomfort to the Claimant;
- explaining the purpose of the Health and Disability Assessment and what it entails;
- allowing the Claimant sufficient time to give their relevant medical history and to explain how their disability or condition affects them;

- allowing the Claimant to explain how their condition affects them on good and bad days;
- answering any appropriate questions posed by the Claimant without giving an opinion on the outcome of the claim or medical condition;
- maintaining a non-adversarial manner.

55. EVIDENCE AND REPORTING

55.1. In agreement with the Authority, the Supplier will develop and maintain databases that collect and report information in relation to recruitment, training, monitoring, audit and approval and revocation of approval. The Supplier will provide information in relation to these activities to the Authority or AA on request.

55.2. The Supplier will produce a single report covering all aspects of quality, including performance and complaints, on a monthly basis. A template for this report will be provided by the Authority, see Annex 5.

55.3. The Supplier must retain a comprehensive portfolio of information and evidence for each HCP and auditor to support the AA provider and Authority in their assurance activities. This portfolio should contain, but not be limited to, information and evidence:

- that the individual met the basic requirements for employment;
- about initial training and competence assessments attended or carried out, including results;
- that was supplied to the Authority to support an approval request;
- related to ongoing CPD and training received by the individual;
- related to any approval, new-entrant, rolling or targeted audits of HCPs' cases;
- related to audits carried out by auditors.

55.4. The Supplier must make these portfolios available to the AA provider or the Authority on request.

56. MISCELLANEOUS

56.1. The Supplier will provide the Authority with advice, guidance and support on any issues relating to the provision of Services, when reasonably requested to do so.

56.2. The Supplier will provide information to the Authority as reasonably required, to assist in the monitoring and evaluation of the likely effect of any proposed policy development on the Services.

57. STAFF WHO ARE NOT HEALTHCARE PROFESSIONALS

Recruitment

57.1. The Supplier will detail the number and job roles of non-HCP staff required to deliver the Services. This will include but not be limited to management and administrative support.

57.2. The Supplier will provide the Authority with details of the systems and processes it will implement to recruit and retain a viable pool of staff to deliver non-HCP services.

Training

57.3. The Supplier will detail the training for all non-HCP staff who will have direct contact with Claimants and this will include but not be limited to:

- skills required to do the work for which they are employed;
- an awareness of the Authority's approach to customer service and equal opportunities, including disability awareness;
- an ability to deal with potentially violent situations;
- multicultural awareness;
- ability to communicate in a professional, effective and courteous manner;
- training on relevant IT systems.

57.4. The Supplier will provide a Training Needs Analysis, detailed Training Plan, Training Programme and Evaluation report annually.

57.5. The Supplier will provide details of how it intends to monitor the quality and evaluate the success of non-HCP staff training.

57A HEALTHCARE PROFESSIONALS RECRUITED AND EMPLOYED BY Advanced Personnel Management (UK) Ltd (APM)

57A.1 Prior to the Operational Service Commencement Date, there were a number of HCPs recruited and employed by Advanced Personnel Management (UK) Ltd ("APM") within the previous supplier's operation (such healthcare professionals being "APM HCPs"). From the Operational Service Commencement Date, the APM HCPs worked within the Supplier's operation until the Authority's Assessment Centres were established, the first of which commenced delivery in September 2015 and the second of which commenced delivery in March 2016. The Supplier will from 12th September 2015 until 31st March 2016, provide the following services in respect of the APM HCPs employed within the Supplier's operation as at 12th September 2015 (being a maximum of 18), (subject to Paragraph 57A.4) alongside the Supplier's own Supplier-employed HCPs;

- Operational delivery such as scheduling of assessments, admin support etc;
- Day to day operational management, support, coaching and mentoring;
- Monitoring and assessment of on-going competence of APM HCPs;
- Continuing Professional Development;
- Any requirements for professional re-validation.

57A.2 The Supplier will provide separate Management Information in a format agreed with the Authority, which will include but not be limited to attrition and performance information.

57A.3 Any assessments carried out by APM HCPs recruited and employed by APM will not count towards any of the Supplier's national or regional volume targets, Service Levels or Service Credits associated with the Agreement.

57A.4 The APM HCPs shall not be replaced by the Authority as each APM HCP ceases to be subject to the service set out in Paragraph 57A.1.

57A.5 The Authority shall use reasonable endeavours to change the APM HCPs contracts to enable them to be allocated to domestic visits.

57A.6 The Authority recognises that the Supplier had not factored the retention of APM personnel into their capacity planning beyond 11 September 2015. In the event that Estate capacity becomes an issue on any individual site resulting in the Supplier not being able to schedule APM employees in for assessments, the Supplier will immediately advise the Authority and a course of action will be agreed between the Parties based on the circumstances at that time.

PART G – VOLUMES

58. VOLUMES

58.1. As part of the ItN process leading up to the award of this Agreement, and to assist Potential Suppliers in preparing their bids, the Authority has, **for information purposes only**, provided data relating to volumes of a range of referrals that might occur as set out in Annexes 2 and 3. **The Supplier acknowledges and agrees that all such volumes and other data provided with the Invitation to Submit Best and Final Offer and in the lead up to the award of this Agreement were for information only and non-binding on the Authority and that actual volumes of referrals are likely to vary during the life of the Agreement.**

58.2. It is the Supplier's responsibility to ensure that the service provided is capable of delivering, in accordance with the Agreement, the **actual** volumes of referrals made. **The Authority makes no representation and provides no guarantee, warranty or assurance as to the actual volumes that will apply during the life of the Agreement.**

58.3. **Not used**

58.4.1 Without prejudice to Paragraphs 6.6, 58.1, 58.2, 58.3 and any other exclusion of liability on the part of the Authority in respect of volume of referrals, the Parties have agreed a method by which the Supplier can demonstrate whether the level of the volume of national referrals (only) has impacted on delivery of the SC4a Target Service Level for completed WCA Face to Face assessments (as set out in Table 2 of Annex 1 to Schedule 2.2 (Performance Levels)) in respect of Service Delivery Year 3 and Service Delivery Year 4 and the impacts of such level of volume of referrals. The minimum WCA HoW under which Authority Cause would apply is set out in Annex 2 (National Low Volume Methodology) to Schedule 2.2 (Performance Levels). Should the annual national Face-to-Face volume target of 760,000 for Service Delivery Year 4 be reduced due to Test and Learn activity, the national low volume figure will be revised accordingly. The same methodology shall be used in Service Delivery Year 5 and the Parties shall agree the value of the Minimum total WCA HoW no later than 31 December 2018 in respect of Service Delivery Year 5. The same methodology shall be used in Service Delivery Year 6 and the Parties shall agree the value of the Minimum total WCA HoW no later than 31 December 2019 in respect of Service Delivery Year 6. The same methodology shall be used in Service Delivery Year 7 -9 and the Parties shall agree the value of the Minimum total WCA HoW as part of the BAU Transition Process

58.4.2 To the extent that the Supplier can demonstrate, using the agreed methodology referred to in Paragraph 58.4.1, to the Authority's reasonable satisfaction that the Supplier was so impacted and failed to achieve its SC4a Target Service Level solely as a direct result of the level of the volume of referrals, without prejudice to the provisions in Schedule 3, the impact of such level of volume of referrals shall be treated as if it were an Authority Cause, and to the extent and for the purposes only of the failure of achievement of the SC4a Service Level Targets, the provisions of Clause 31 shall apply.

PART H – SERVICE LEVELS AND MANAGEMENT AND DELIVERY INFORMATION

59. Not used

60. MANAGEMENT AND DELIVERY INFORMATION

60.1. The Supplier will be responsible for producing management information (MI) and reports on Performance Indicator (**PI**) to support the monitoring and management of the Services in accordance with Annex 1. The Supplier will ensure that all MI and PI reports delivered to the Authority via Bravo has been validated, is accurate, fully auditable and presented in the format prescribed by the Authority.

60.2. The Supplier will be responsible for developing and producing MI and PI reports to support implementation and delivery. The format and the content of the MI reports will be determined by the Authority. The contents of Annex 1 within this document represent an indicative list of data items the Authority may require, rather than a list of data items the Supplier has to provide.

60.3. The Supplier will supply the Authority with MI weekly (Monday of each week), monthly by the 5th Working Day of each month, quarterly (5th Working Day of each quarter) and annually (5th Working Day of the next year). Where the 5th Working Day is not achievable, due to ASIS IT System supplied data availability, the Supplier will supply the Authority with MI at the earliest achievable date. The periodicity for each report is defined in Annex 1.

60.4. The Supplier will supply the Authority with the MI broken down by the categories defined in Annex 1. This includes by geographical region. The Authority can advise that the current geographical reporting regions are:

- Central England;
- London and the Home Counties;
- North East England;
- North West England;
- Scotland;
- Southern England;
- Wales.

60.4A During Service Delivery Year 5 the Supplier will, upon request by the Authority, provide Management Information and/or Performance Monitoring Reports against 11 Universal Credit groups (subject to the Authority providing the postcode information for each group).

60.5. The Supplier will provide the Authority with MI and reports to enable the Authority to:

- monitor the performance of the Supplier in the provision of Services set out in Service Levels detailed within Schedule 2.2 (Performance Levels) Annex 1 and in accordance with all other provisions of the Agreement;
- monitor the Supplier's adherence to all standards defined in the Agreement;

- monitor the quality of the Supplier's assessment reports and advice;
- monitor the duration of specific process steps.

60.6. The Supplier will supply the Authority with additional MI and reports to satisfy particular business requirements within reasonable timescales specified by the Authority, for example:

- medical recruitment standards;
- Healthcare Professional numbers, including by assessment type, and capability;
- list of assets used to deliver the Services;
- list of those properties used in the delivery of the Services;
- capacity plans and profiles
- records of staffing profiles;
- staff redundancies;
- personnel grievance cases;
- data processing and contingency arrangements;

60.7. Business continuity and contingency procedures - the Supplier will provide information to the Authority, as reasonably required, to assist in the monitoring and evaluation of the likely effect of any proposed policy development on the Services.

60.8. Please note that MI requirements may change, if required, to cover new processes proposed by the Supplier, if the design of the WCA or one of the other assessments changes or when the Authority introduces new IT. Changes to MI or changes to data requirements shall be requested via the Change Control Procedure detailed in Schedule 8.2.

60.8A The Supplier will ensure the Performance Indicators set out in Annex 1 Part 2 are met or exceeded in the course of the provision of the Services. The Supplier will supply the Authority with PI reports in accordance with Annex 1, Part 2 (Performance Indicators). Where the PI reports are not available in accordance with Annex I, Part 2 (Performance Indicators) due to ASIS IT System supplied data availability, the Supplier will supply the Authority with PI reports at the earliest achievable date. The periodicity for each PI report is defined in Annex 1 Part 2.

PART J – INFRASTRUCTURE REQUIREMENTS (ESTATES AND IT REQUIREMENTS)

61. SCANNING

61.1. The Authority is seeking to modernise its services through the scanning of documents. The Authority will utilise DRS for the electronic storage and retrieval of documents. The Authority will provide the Supplier with access to this system to allow it to view relevant documents.

61.2. The implementation of scanning is on-going across a number of the assessments included in this Agreement. The Supplier must use DRS to access the relevant documents from dates specified by the Authority. Implementation dates will vary between assessments.

61.3. The Supplier must ensure that any proposed IT will meet applicable Authority standards, including security, and /or integrate with Authority systems and processes for the management of incidents and problems, change and release, configuration and licensing, service levels, availability and monitoring, capacity, security, financial charging, IT service continuity, service request and continuous service improvement.

Requirements for Live Service

61.4. The Authority may require the Supplier to integrate the Supplier's ITSM processes into the Authority's ITSM processes by on-boarding into the Authority's Service Management. This includes, but is not limited to, Incident Management, Problem Management, Change Management and Release and Deployment Management.

62. SECONDMENTS

62.1. The Supplier shall make available to the Authority secondees from its available employees as requested from time to time by the Authority and agreed in a Secondment Order (shown in Annex 6) in respect of each secondment. The secondments will be on the following basis:-

(a) The secondees shall be provided to perform services necessary on site and occasionally remotely, as more particularly detailed in the Secondment Order.

(b) It is expressly agreed that secondees, during the period of their secondment with the Authority, shall work under the direction, supervision, management and control of the Authority or any of its personnel or representatives.

(c) The Supplier will remain the employer and secondees shall at all times remain employees of the Supplier. The Supplier will be responsible for ensuring payment of all salary and other payments due from the Supplier in respect of the secondee’s contract of employment.

(d) The Authority agrees not to interfere with the ongoing employment relationship between the Supplier and any specific individual or to recruit them as employees of the Authority without the Supplier's advance consent in writing.

(e) The hours of work will be as set out in the Secondment Order.

(f) Prior to the commencement of each secondment, the secondee shall be required to sign the Non-Disclosure and Conflicts of Interest Agreement (template shown in Annex 6A) and to comply with the same.

62.2.The Supplier shall ensure each secondee understands the following:

a) During the secondment the secondee will work under the supervision of the Authority and carry out all reasonable instructions of the Authority.

b) The secondee will not carry out any work for the Supplier during the secondment, except attending Supplier training or updates.

c) The secondee will not undertake any other paid work or employment during the secondment, except with the express written permission of the Authority and the Supplier.

d) Except as otherwise provided in this Paragraph 62, the Secondment Order and/or the Non-Disclosure and Conflicts of Interest Agreement, the secondee will continue to be subject to the Supplier's policies and procedures during the secondment, including the Supplier's disciplinary and grievance procedures.

e) The secondee will notify in writing the Authority and the Supplier of any change to his/her personal address within two (2) weeks of any such change.

f) The requirements in relation to leave/absence requests and notifications in Paragraph 62.6 below.

g) The requirements in relation to records in Paragraph 62.7 below.

h) The requirements in relation to expenses in Paragraphs 6 to 8 of the Secondment Order.

62.3. It will be the responsibility of the Supplier to instigate and carry out any disciplinary proceedings in respect of the secondees. This will be in accordance with the Supplier's procedures for discipline.

62.4. The Authority shall comply with the following responsibilities:-

(a) The Authority shall be responsible for ensuring that the secondees perform their duties satisfactorily and shall notify the Supplier in writing with details if it is not satisfied with any secondee.

(b) The Authority shall provide the secondees with such administrative and technical support, resources, manpower, equipment and facilities as are reasonably required to perform the work which the secondees are required to carry out.

(c) The Authority agrees that it shall, for the period of the secondment, act in relation to the secondees as if it owed to them all the statutory duties that an employer owes to its employees in particular, but without prejudice to the generality of the foregoing, all those duties of an employer as are set out in the Health and Safety at Work Act 1974 and all regulations made pursuant to that Act. In addition the Authority shall ensure that it complies with all legislation, regulations and directives in so far as they relate to personnel.

(d) The Authority agrees to indemnify and hold harmless the Supplier from any claims, demands, costs, expenses, liabilities, judgements, fines and penalties including the expenses, disbursements, costs and other amounts as may be incurred by the Supplier:-
(a) in defending Health and Safety at Work Act prosecutions or in conducting or co-operating with investigations by or for any authority in respect of or arising out of any matter which would (if proved) constitute a breach by the Authority of its obligations under Paragraph 62.4 (c); or

(b) which are wholly or partly attributable to or arise out of conditions under which the secondees work including but not limited to due to bodily injury or disease sustained by the secondee during the period of secondment, (including liability for ill health and injury pension awards); or
(c) due to the performance by the secondee of their duties under this agreement.

(e) The Authority will seek prior approval from the Civil Service Commission if the secondment is expected to last more than 2 years, or the Authority wishes to appoint an individual for a second secondment, within 12 months of an earlier secondment.

(f) The Authority agrees that all instructions given to secondees shall be lawful and reasonable.

(g) The Authority line manager will manage the secondee and submit a report on the secondee's performance to the Supplier at the conclusion of the secondment and during the secondment for the purpose of the annual performance review process. Such information will be requested no more than twice per annum and will be made available to the Supplier within 10 working days of a request being made.

62.5. The Authority shall pay charges for secondments as follows:

a) In consideration for the services provided by the secondee the Authority shall pay for the secondment on the basis set out in the applicable executed Secondment Order.

b) The Supplier's employees shall not participate in any benefit plan maintained by the Authority for its employees.

From 1 March 2020, the charges for any secondments shall be calculated in accordance with the ACIM Mechanism set out in paragraph 13 of Schedule 7.1 (Charges and Invoicing)

62.6. The following requirements shall apply to each secondment and secondee:

a) Leave entitlements of secondees will continue to accrue through the secondment period based on his or her terms and conditions of employment, including annual leave, sickness absence and other leave.

b) Any annual leave taken during the secondment must not exceed the pro-rata entitlement for the secondment period. The secondee will apply for leave to the Authority line manager, who will approve the leave provided there is sufficient resource during the period of leave requested. The Authority line manager will note the approved leave and inform the Supplier of the leave.

c) The secondee will report to their Authority line manager and the Supplier, as soon as they are able, any cases of sickness absence or other emergency absence in accordance with the relevant notification procedures for each of the Parties. The Authority line manager will communicate details of the Authority absence notification provisions to be complied with by the secondee. The secondee shall forward self-certification forms signed by the Authority line manager and medical certificates to the Supplier. The secondee will remain subject to the Supplier's sickness absence procedures and sick pay scheme.

d) The Authority will maintain and make available to the Supplier an attendance record in respect of each secondee, recording all absences including due to the following:

i. Annual leave
ii. Sick leave
iii. Any other leave
iv. Absence due to industrial action
v. Unauthorised absences

62.7. All records in any medium (whether written, computer readable or otherwise) including accounts, documents, drawings and other papers including private notes concerning the Authority and all copies and extracts of them made or acquired by the secondee in the course of their secondment are the property of the Authority and the secondee shall use them only for the purposes of the Authority and return them to the Authority on demand at any time and without demand on the termination of their period of secondment.

62.8. Secondments may be terminated as follows:

a) A secondment may be terminated:

i. At any time by the Authority or the Supplier giving to the other party one (1) months notice in writing.

ii. Without notice by the Authority in the event of a finding of gross misconduct against the secondee.

b) The secondment will automatically terminate should the secondee for any reason no longer be an employee of the Supplier.

c) The Supplier shall be entitled to withdraw or suspend temporarily the services of all or any of their secondees (at the Supplier's discretion) without notice in the event that the conditions of work of the secondees (or any of them) are such that the Authority is, in the Supplier's reasonable opinion, acting in breach of its obligations as set out in Paragraph 62.4.

d) In the event of a secondee being unavailable or absent for more than two (2) weeks, other than due to pre-approved annual leave, the Authority may terminate the secondment with immediate effect upon written notice to the Supplier. In such circumstances the Authority may request the Supplier to provide a replacement. The Supplier and Authority shall agree a new Secondment Order in respect of any such replacement secondee. As an alternative to termination, the Authority and the Supplier may agree a temporary suitable replacement secondee.

e) Either Party may terminate a secondment on one (1) week notice if a conflict of interests arises which cannot be appropriately managed.

f) Either Party shall be entitled to terminate a secondment with immediate effect upon written notice to the other Party if any provision of this Paragraph 62, the Secondment Order and/or the Non-Disclosure and Conflicts of Interest Agreement is breached by the Authority and/or the secondee and/or the other Party.

Annex 1: Management Information and Performance Indicators

Part 1. Management Information

If requested by the Authority, any data item of management information set out below shall include a breakdown by ESA WCA and UC WCA. The Supplier will be dependent on the data sets provided by the ASIS Provider allowing it to separate ESA WCA and UC WCA. If the Authority makes a request to break down data by ESA WCA and UC WCA, the Parties will agree timescales to allow sufficient time for report development testing and acceptance.

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Claimant ID	NINO Surname Forename Address Postcode Telephone Number Mobile Number Gender Date of Birth	Monthly by Assessment Type.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Customer Office ID	Customer Office Reference Customer Office Name Customer Region Name	Monthly by Assessment Type.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
HCP	• No of Dr's sponsored to sit the Diploma in Medical Assessment Medicine • CPD - The number of courses scheduled by month - The number of HCPs to be trained for each course by month -The total number of HCPs to be trained by month - The number of HCPs who completed the training - The Number of HCPs who failed to complete by reason • FTE by HCP • Attrition actual and %	Monthly by Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Assessment Output	• Referral ID • Output Date • Output Outcome Date • KPI Start & End Date • Date of Each Action • Prognosis Type • Prescribed Disease No (C31/C32) (IIB) • Task Type – No & % - New Claims - Terminally Ill - Re-Referrals - Previous DNA - Advice (by reason) - Rework (by reason) • Total No referrals received by date (WCA) by Auto Push & Non Auto Push (WCA)	Monthly By: - Benefit Assessment Type - TI and Non TI - WCA Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Assessment Output	• Total No referrals Cleared: - Rejected - Withdrawn - Claimant Failed to Return Questionnaire - Paper Based Review - Consultation - DNA - Could Not be Examined • Volumes & % Cleared in X days • Volumes & % cleared in Y days • Volume & % cleared over Y days • Total Physical Score (WCA) • Total Mental Score (WCA)	Monthly By: - Benefit Assessment Type - TI and Non TI - WCA Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Assessment Output	• The No against each IBR, ESA Re-Referral, LCWRA Activity A1 – A17 • NFD applied (WCA) • Recommended RR 3 Months (WCA) • Recommended RR 6 Months (WCA) • Recommended RR 12 Months (WCA) • Recommended RR 18 Months • Recommended RR 24 Months • Recommended RR 25+ Months (Including Period) (WCA) • HCP Type	Monthly By: - Benefit Assessment Type - TI and Non TI - WCA Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Assessment Output	• Time taken for each key stage: -Initial Paper Based Review - Paper Based Review - Face to Face Consultation - Completion of Assessment Report	Monthly By: - Benefit Assessment Type - TI and Non TI - WCA Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Appointment	• AC ID • AC Appointment Type • AC Appointment Made Date • AC Appointment Start Date • AC Appointment End Date • Consultation Start Time • Consultation End Time • AC Appointment Outcome Code • Previous DNA - No of Appointments arranged within 5 days - No of Appointments arranged within 10 Days - No of Appointments arranged within 11+ days	Monthly By Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Appointment	• Additional Requirements - No of Requests - No & % Met - No Outstanding • No of Claimants travelling expenses cleared • Average clearance time of Travelling Expenses	Monthly By Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Outstanding	• Task Type No & % - New Claims - Terminally Ill - Re-Referrals - Previous DNA - Advice - Rework • Total No of referrals outstanding: -Questionnaire - Initial Paper Based Review - FE - Awaiting Scheduling - Scheduled - Audit • No outstanding every 10 days over clearance • Age profile of cleared cases awaiting Authority Action	Monthly By: - Benefit Assessment Type - TI and Non TI - WCA Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
WCA Questionnaire	• The No returned day 1 -28, by Mental Health or Non Mental Health • The No issued, by Mental Health or Non Mental Health	Monthly By WCA Assessment Type	✓							✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
AC ID	• AC Ref • AC Name • No of Rooms Available • No of Consultations Scheduled • No of Consultations Conducted • Outstanding No of Consultations at Site	Monthly by Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Visits to Claimants	• Origin of Request • Task Type • No Scheduled • No Completed • No & % Aborted • No Outstanding	Monthly by Assessment Type	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Did Not Attend	• No of Scheduled Appointments • Total No & % • No & % Call Out • No & % Call In • No & % No Contact • Previous DNA Count • Reason for DNA (List defined by Authority)	Monthly By Assessment Type	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
FE	• No & % FE Requested • Average No of days to obtain FE • No of FE paid in type • No deemed not fit for purpose	Monthly By Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Claimant Experience	• No of Calls Received • No of Calls Answered • % Calls Answered • No & % of calls answered within 30 Seconds • Average Face to Face Consultation Waiting Time • No & % ACC Face to Face consultations	Monthly By Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

	seen within 30 minutes • No & % ACC Face to Face consultations seen over 30 minutes • No & % visit Face to Face consultations seen within 60 minutes • No & % Face to Face consultations seen over 60 minutes													

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Claimant Experience	• No & % of Claimants sent home unseen (onus on claimant) by reason by appointment date • No & % of Claimants sent home unseen (onus on Supplier) by reason by appointment date • Claimant Satisfaction Rates - For Assessment Centre -Visits to Claimants - Scores for Key Questions	Monthly By Assessment Type	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Complaints	• No Received • No Outstanding • No Brought Forward • No Cleared • Reason (including Welsh language Act) • Number & % of Consultations conducted that result in complaint against HCP • Number of Consultations that result in a Serious Complaint	Monthly	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Data Name	Data Required	Frequency	Benefit Any subdivisions in the benefit are defined in the relevant SLA's.							Grain				
			WCA	IIB	DLA	AA	Veterans UK	HMCTS	Other	Nat	Group	Authority Site	BSC	AC
Other	• No of HMCTS Feedback Cases • No & % of telephone numbers Held (WCA) • 1 telephone number held (WCA) • 2 telephone numbers held (WCA) • Questionnaire Support Line: • Call waiting times (UC and WCA) • Outbound completion waiting times (UC and WCA) • Volume of questionnaires completed per month (UC and WCA) • Call abandonment rate (UC and WCA)		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

Part 2: Performance Indicators

No.	Performance Indicators	Target Performance Indicator	Level and Frequency of Measurement Where "BSC" is stated, this is only for reporting purposes.
PI1	CPD for HCPs Training Needs Analysis (TNA)	By 30 June each year, the Supplier will deliver an Authority approved Training Needs Analysis.	National Annual
PI2	Training for HCPs Delivery of Training Plan.	By 31 July each year, the Supplier will deliver an agreed Training Plan which sets out in detail the manner in which the agreed training Programme will be delivered during the following year.	National Annual
PI3	Annual training evaluation report	By 30 November each year, the Supplier will have undertaken a training evaluation of the agreed training delivery/ plan/programme for that year.	National Annual
PI4	Number of serious complaints against HCPs after a consultation Note – this does not include complaints against the decision outcome, it relates specifically to performance of the HCPs	The Supplier will provide statistical data about any serious complaints against HCPs after a consultation. The statistical data will include the number, details of any serious complaints in the relevant month and, following investigation, the formal action outcome. The statistical date will also include the number of serious complains in a rolling period of 12 months.	National Monthly as part of Working Day 15 Management Information pack. To be discussed at monthly Delivery Board
		If the number of serious complains in any rolling period of 12 months exceeds 10 complaints, the Authority may, at its	

		discretion, request that the Supplier implements an improvement plan details of which will be approved by the Authority.	
PI5	Psychiatrist Reports on behalf of Foreign Authorities - International Pensions & Benefits	100% cleared within 49 days Referral excluded from this measurement when: MDG specialist psychiatrist does not return recommendation within 43 days of receipt, and/or customer's UTA/DNA allowances combined with statutory requirements for notice of appointments cause referral to age over required timeframes	National, Monthly as part of Working Day 15 Management Information pack
PI6	Average Waiting Time	Service Delivery 4: All Claimants who arrive on time at the Assessment Centre and are seen, are seen on average within 17.5 minutes of their appointment time. Service Delivery 5 to Service Delivery Year 9 (inclusive): All Claimants who arrive on time at the Assessment Centre and are seen, are seen on average within 16.5 minutes of their appointment time.	National Monthly as part of Working Day 15 Management Information pack. To be discussed at monthly Delivery Board

Annex 2: Not Used

Annex 3: E-Learning Critical Path

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ANNEX 4: REQUIREMENTS FOR A CONSULTATION ROOM

All rooms must have:

- Medical Trolley (or alternative where medical equipment can be safely stored, accessed and used);
- Medical Couch step — single;
- Medical Couch 30";
- Sphygmomanometer;
- Stethoscope Adult;
- Cloth Tape Measure;
- Peak Flow Meter Standard;
- Percussor / Tendon Hammer;
- Snellen Chart;
- Couch roll;
- Spiro Mouth pieces with filter;
- Tissues;
- Velcro cuff outsize adult 15" x 7" single;
- Values chart for peak flow;
- Hygienic Hand Rub.

Additionally HCPs must have access to:

- Ophthalmoscope;
- Tuning Fork (no longer required for PDA10 cases)
- Portable Desktop Induction Loop;
- Medical Scales;
- Privacy screen with curtain;
- Wall-mounted measuring rod.
- Goniometer.

ANNEX 5: MEDICAL QUALITY REPORT

Rework

Mitigation for failure to achieve service levels

Training

Narrative – delivery of CPD against training plan and explanation for any shortfall

Complaints

a. Mitigation for failure to achieve service level – complaints and serious complaints against HCPs
b. Narrative - numbers of HCPs who have more than 3 complaints in 3 months and action undertaken

Where Schedule 2.1 Paragraph 40.1 Option 1 is deployed - Number of cases audited versus expected
Where Schedule 2.1 Paragraph 40.1 Option 2 is deployed - Number of case reviews undertaken including analysis of outcomes.

Mitigation for service level failure

Face to face consultation time

Identify 10 HCPs who have the longest average consultation time and 10 HCPs who have the shortest average consultation times.
Narrative – results of investigation and any necessary action undertaken.

Further evidence

Identify 10 HCPs who have the lowest FE request rate and 10 HCPs who have the highest FE request rates.
Narrative – results of investigation and any necessary action undertaken.

WCA outcome report

Complete the spreadsheet – comments to be provided for those centres either identified by the Authority or who are outside the agreed range.

WCA exception.XLS

WCA consultations and paper based reviews – prognosis

Narrative - Issues and actions undertaken in relation to advice and prognosis

WCA appeal feedback where HMCTS identifies a report from an HCP that they consider to be seriously substandard

Narrative – feedback received from the tribunal service and action undertaken

WCA consultations – free text

Applies to HCPs who have completed more than 20 cases.
Complete the following table with the Personalised Summary Statement word count in top or bottom deciles

	WCA			IBR		
	Month 1	Month 2	Month 3	Month 1	Month 2	Month 3
Lowest decile						
Highest decile						

Narrative for any significant issues identified

WCA consultations - high / low threshold

Identify 10 HCPs with high and 10 HCPs with low below threshold cases
Narrative – number of HCPs identified and action undertaken.

Quality activities – all assessment types

Narrative - significant quality activities for all assessment types

Quality activities - WCA

Narrative - significant WCA quality activities

Performance Enhancement Strategies

Narrative

ANNEX 6: SECONDMENT ORDER TEMPLATE

This Secondment Order is agreed pursuant to Paragraph 62 of Schedule 2.1 of the agreement dated 29th October 2014 (including variations to the Agreement) between the Secretary of State for Work and Pensions (" the Authority") and The Centre for Health and Disability Assessments Limited ("the Supplier") relating to Health and Disability Assessment Services ("the Agreement").

Details of secondee:

1. Name: [INSERT] ("Secondee")
2. Job description: [INSERT]
3. Start Date and End Date: [INSERT – DN the Secondment Period must not exceed two years] ("Secondment Period", unless terminated earlier in accordance with the Agreement)
4. Estimated cost for Secondment Period, excluding expenses and any potential overtime: [INSERT] (This should be based upon the anticipated duration of the secondment, and number of days that are likely to be charged. It is noted that this figure shall be an estimate only, and the amount invoiced will reflect the actual number of days (or part thereof) worked).
5. Location: The Secondee will be based at [INSERT – you must include all sites from which the Secondee will be required to work].
6. Hours of Service: [INSERT – this must be specific to the individual and will usually be consistent with their contract of employment with the Supplier, excluding any potential overtime.]

Commercial and Payment Arrangements:

1. **Not used.**
2. During the Secondment Period the Supplier will continue to pay the amounts in (a), (b) and (c) below which will be recharged back to the Authority as part of the monthly invoice:
    a. the Secondee's salary and superannuation payments, including pay for sickness absence and annual leave, any variable pay and all benefits and any costs and relevant pension scheme contributions;
    b. any amounts due to the Secondee in relation to approved overtime undertaken by the Secondee in the preceding month (in accordance with clause 5 below).
    c. travel and related expenses associated with the execution of the Secondee's duties in line with clause 6 and 7 below.

3. During the Secondment Period the Authority will pay to the Supplier:

    a. an amount equivalent to the Secondee's salary and superannuation payments plus the Supplier's share of the Secondee's Earnings Related National Insurance Contributions (and including pay for sickness absence and annual leave, any variable pay and all benefits) and any costs and relevant pension scheme contributions. The total amount will be subject to VAT;

b. any amounts due to the Secondee in relation to approved overtime plus VAT undertaken by the Secondee in the preceding month (in accordance with clause 5 below) and the Supplier will be responsible for passing on any such overtime payments to the Secondee.
c. travel and related expenses plus VAT associated with the execution of the Secondees duties in line with clause 6 to 8 below.

4. Appendix 1 of this Secondment Order sets out the indicative costs payable by the Authority. Monthly invoices shall be on the basis of actual costs incurred only and in accordance with the terms of this Secondment Order and the Agreement.

5. During the Secondment Period the Authority will provide the Secondee with the opportunity to undertake paid overtime in excess of their Hours of Service in line with the Working Time Regulations 1998 (as amended) . Any such overtime must be approved in writing and in advance by the Secondee's DWP line manager. Any approved overtime undertaken by the Secondee will be paid for by the Authority to the Supplier and calculated in accordance with the hourly overtime rate set out in Appendix 1 of this Secondment Order.

Expenses

6. The Authority shall reimburse travelling, subsistence or other out of pocket expenses incurred by the Secondee whilst carrying out their secondment duties. The Authority will be managing the Secondee and determining their travel requirements, therefore the Secondee shall obtain written pre-authorisation from the Authority Line Manager for any such expenses.

7. Such expenses will be paid at current Authority expense rates and in accordance with the Authority's Travel and Expenses policy.

8. Subject to Clauses 6 and 7, the Authority shall reimburse any actual expenses incurred where such expenses are incurred on behalf, or for the benefit of the Authority by the Secondee.

General

All sums payable by the Authority to the Supplier pursuant to this Secondment Order shall be reimbursed by the Authority on a "pass through" basis.

For and on behalf of	For and on behalf of
THE SUPPLIER (Supplier)	**The Authority (Client)**
Signature……	Signature……
Name……	Name……
…	…
Date……	Date……

INDICATIVE COSTS PAYABLE BY THE AUTHORITY UNDER THIS SECONDMENT ORDER - APPENDIX 1

Note: Should the secondment arise during Service Delivery Year 6 or Service Delivery Year 7 or 8 or 9 this template shall be amended and updated by the Parties.

1. The costs stated below are the indicative total costs repayable to the Employee by the Supplier in relation to the Secondee in accordance with the Secondment Order and the Agreement.

a) Current Gross Salary (per annum) pa £
Car allowance and other benefits £

b) Employers Superannuation/Pensions (per annum) ...% of salary pa £

c) Employers National Insurance (ERNIC) (per annum) £

Annual Total £

d) VAT at 20% of Annual rate (if applicable) pa £

Final Total £

2. The Authority shall pay 100% of the agreed costs:

Gross Salary @ £ per month £
Car allowance and other benefits

Employers Superannuation/Pensions @ £ per month £

Employers National Insurance (ERNIC) @ £ per month £

VAT (if appropriate) @ £ per month £

TOTAL @ PER MONTH £

Any approved overtime undertaken by the Secondee @ per hour (plus VAT)£
Any approved travel and expenses (plus Vat) £

3. If the above salary and expenses levels are subject to annual review, or where the pattern of expenditure is expected to vary from the estimate, the Employer shall provide the Authority with revised figures as soon as is reasonably practicable.

4. Subject to clause 6 of this Secondment Order, the Authority shall also reimburse all related travel, and subsistence costs. These will be paid at DWP expenses rate, and will be paid by the Authority to the Supplier. The Supplier shall be responsible for passing on all such payments to the Secondee.

5. Subject to the terms and conditions of this Secondment Order and the Agreement, the Authority shall make monthly payments in arrears by Bankers Automated Clearing Service (BACS), following receipt and acceptance of a valid invoice.

6. Invoices shall be submitted to the Authority monthly in arrears, within 10 working days of the end of each month. Invoices should be submitted to the Authority via Procserve.

7. It shall be the responsibility of the Supplier to ensure that the final invoice covers all outstanding expenditure.

8. If the Secondment Period is terminated early for any reason, the Authority shall only be liable to the Employer to reimburse eligible payments made by, or due from the Employer up to (but not including) the date of termination.

Annex 6A: Non-Disclosure and Conflicts of Interest Agreement Template

NON-DISCLOSURE AND CONFLICTS OF INTEREST AGREEMENT

BETWEEN

The Secretary of State for Work and Pensions

AND

[Insert name]

THIS AGREEMENT is made on [insert date]

BETWEEN:

(1) THE SECRETARY OF STATE FOR WORK AND PENSIONS acting through the Department for Work and Pensions (DWP) of Caxton House, Tothill Street, London SW1H 9NA (the **"Authority"**); and

(2) [Insert name] (the **"Secondee"**) **(being an employee of the Centre for Health and Disability Assessments Limited (the "Supplier")**, (registered in England and Wales with company number [insert] whose [registered office/principal place of business] is at [insert registered/principal address]), the Secondee together with the Authority being the **"Parties"**).

WHEREAS:

The Secondee will be in receipt of Confidential Information from the Authority for the purpose of the work the Secondee undertakes in connection with the secondment, or proposed secondment, of the Secondee to the Authority pursuant to Paragraph 62 of Schedule 2.1 of the contract dated 29th October 2014 (as varied) between the Authority and the Centre for Health and Disability Assessments Limited relating to Health and Disability Assessment Services (the "**Permitted Purpose**").

IT IS AGREED as follows:

1 Interpretation

1.1 In this Agreement, unless the context otherwise requires:

"Confidential Information" means:

(a) Information, including all personal data within the meaning of the Data Protection Act 1998, and however it is conveyed, provided by the Authority pursuant to, or in anticipation of, this Agreement that relates to:

(i) the Disclosing Authority Group; or

(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Authority Group;

(b) other Information provided by the Authority pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent (whether or not it is so marked) or that ought reasonably to be considered to be confidential which comes (or has come) to the Secondee's attention or into the Secondee's possession in connection with the Permitted Purpose;

(c) discussions, negotiations, and correspondence between the Authority or any of its directors, officers, employees, consultants or professional advisers and the Secondee or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom; and

(d) Information derived from any of the above,

but not including any Information that:

(i) was in the possession of the Secondee without obligation of confidentiality prior to its disclosure by the Authority;

(ii) the Secondee obtained on a non-confidential basis from a third party who is not, to the Secondee's knowledge or belief, bound by a confidentiality agreement with the Authority or otherwise prohibited from disclosing the information to the Secondee;

(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or

(iv) was independently developed without access to the Confidential Information;

"Crown Body"	means any department, office or agency of the Crown;
"Disclosing Authority Group"	means the Authority and any Crown Body with which the Authority interacts in connection with the Permitted Purpose;
"Information"	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
"Permitted Purpose"	has the meaning given to that expression in the recital to this Agreement.

1.2 In this Agreement:

1.2.1 a reference to any gender includes a reference to other genders;

1.2.2 the singular includes the plural and vice versa;

1.2.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;

1.2.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

1.2.5 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

1.2.6 references to Clauses are to clauses of this Agreement.

2 Confidentiality obligations

2.1 In consideration of the Authority providing Confidential Information, at its discretion, to the Secondee, the Secondee shall:

2.1.1 treat all Confidential Information as secret and confidential;

2.1.2 comply with the Authority’s security requirements, including and not limited to IT security and personal data requirements;

2.1.3 not disclose or permit the disclosure of any of the Confidential Information to any other person who is not authorised to receive it;

2.1.4 not use any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose;

2.1.5 on demand return to the Authority all documents and other property of the Authority which came into the Secondee’s possession in connection with the Permitted Purposes;

2.1.6 upon expiry or termination of the secondment, return all documents and information of the Authority to the Authority which the Secondee acquires as a result of the Permitted Purposes and make no further use of the Confidential Information thereafter; and

2.1.7 immediately notify the Authority in writing if they suspect or become aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information.

2.2 The Secondee will not communicate official information, which is acquired during or in connection with the secondment, to anyone who is not authorised to receive it . Those authorised to receive information will be confirmed by the Authority in the course of day to day business. The Secondee acknowledges and agrees to act in accordance with the legal provisions informing the actions of Civil Servants including:

2.2.1 The Official Secrets Act 1989;

2.2.2 The Data Protection Act 1998; and

2.2.3 Section 123 of the Social Security Administration Act 1992.

2.3 The Secondee shall ensure that all information provided by the Authority relating to the Authority, its business products and services, which is acquired during or in connection with the secondment, will be kept confidential and will be used by the Secondee solely for the purposes of the secondment or in accordance with the Authority's written permission or instructions.

3 Conflicts of Interest

3.1 The Secondee shall promptly notify the Authority if the Secondee identifies any actual or potential conflict of interest between itself and the Authority or itself and the Centre for Health and Disability Assessments Limited during the secondment.

4 Additional Secondee obligations

4.1 During the secondment the Secondee will observe the provisions of the Civil Service Code, and all the Authority's rules, policies and procedures relating to conduct and standards, including confidentiality and security. The Authority will provide access to this information and ensure that the Secondee is aware of these provisions. These obligations will continue to apply after the secondment has ended, in relation to any continuing obligations (including but not limited to confidentiality and the Business Appointment Rules which can be accessed online via gov.uk).

4.2 The Secondee acknowledges that the Business Appointment Rules (which form part of the Civil Service Management Code) may place restrictions on the work which he/she is able to carry out after expiry of the secondment (provided that, notwithstanding the same, the Secondee shall be entitled to return to work for the Supplier without restriction). The Authority will provide access to copies of and ensure that the Secondee is aware of the Business Appointment Rules prior to the commencement of the secondment.

4.3 The Secondee consents to the Authority sharing his/her relevant personal data (as defined by the Data Protection Act 1998) for the purposes of the secondment and to the Authority processing data relating to the Secondee for legal, personnel, administrative, employment and management purposes, and similar purposes and to comply with legal requirements and DWP central guidance including the processing of any sensitive personal data (as defined by the Data Protection Act 1998) relating to the Secondee. Such information will be held securely. Further details about data protection can be found in the DWP Staff Handbook which will be made available to the Secondee by the Authority.

4.4 The Secondee acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Authority and any work produced by the Secondee in connection with the secondment, shall remain with and be vested in the Authority or relevant member of the Disclosing Authority Group.

4.5 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

4.5.1 to grant the Secondee any licence or rights other than as may be expressly stated in this Agreement;

4.5.2 to require the Authority to disclose, continue disclosing or update any Confidential Information; or

4.5.3 as to the accuracy, efficacy, completeness, capabilities, or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.

4.6 The Secondee acknowledges and agrees not to publish or make public any article or information connected with work undertaken during the secondment unless she/he has the prior written consent of the Authority.

4.7 Save as is necessary for the Permitted Purpose, the Secondee will not, without the prior written approval of the Authority, do any act, enter into any contract, make any representation, give any warranty, incur any liability or assume any obligation, whether expressly or by implication, on behalf of the Authority, or bind or hold himself/herself out as capable of binding the Authority in any way.

4.8 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by the Authority to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

4.9 Without prejudice to any other rights or remedies that the Authority may have, the Secondee acknowledges and agrees that damages alone may not be an adequate remedy for any breach by the Secondee of the provisions of this Agreement. Accordingly, the Secondee acknowledges that the Authority shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

4.10 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

4.11 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties and any Crown Body has the right to enforce the terms of this Agreement.

4.12 All the obligations outlined in this Agreement shall survive the termination or expiry of the secondment, but shall not apply to information which is in or comes into the public domain through no breach thereof.

5 Governing law

5.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement

whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

5.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the Parties or the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of the Authority

Signature: _____ Date:

Name: Position:

The Secondee

Signature: _____ Date:

Name:

Annex 7 Test and Learn Request

To be completed by CHES Test & Learn Team	
Test and Learn Reference	
Version Number	
Date of agreement by Health Assessments Test & Learn Governance Board	
Date of agreement by ESA Programme & Steering Group	

Section 1: To be completed by Authority	
Title of Test & Learn Activity	
Originator of Test & Learn Activity	
Sponsor	
Has this been through the Proof of Concept stage? If yes, please detail findings from the Proof of Concept?	
Is this a CHDA raised Test & Learn proposal? If so, has this Proposal been discussed at a sub group?	
Number of Assessments Required *Note: this section will require calculations and reasons to be shown*	
Number of Assessments Remaining from 10k Allocation	
Other Costs *Note: this section will require calculations and reasons to be shown*	
Benefits of Test & Learn Activity Proposal	

Description of Activity • *Summary of the requirement* • *Include details of any Proof of Concept conducted and findings from the Proof of Concept*	
Scope of activity • *Aim: including potential benefits of the test.* • *Key concepts to test in trial: including benefits and any possible negative impact* • *Test Design – how will it be carried out (methodology)* • *Measures* • *Resource required* • *Stakeholders*	
Scope of training	
Scale of activity *Either number of assessments or number of HCPs*	
Location(s) of the activity	
Level of HCP experience required to undertake activity	
Level of management required to oversee the activity	

Deliverables required including: • *Methodology of measurement* • *Management Information requirements*	
Timescales for completion • *Lead time* • *Duration of activity* • *Completion of output information*	
Stakeholders consulted *Details of any stakeholders from the Supplier or other organisations that have been consulted prior to submission of this Test & Learn activity requirement.*	

Date of Test & Learn Start Up Meeting	
Date sent to Supplier	
Date response required from Supplier *Note: this should be within 10 working days from the date of receipt of the Test and Learn order*	

Section 2: To be completed by the Supplier	
Response	

HCP Impact • *The number of face-to-face assessments that cannot be conducted as a result of the activity* • *Any other performance impacts*	
Non-HCP Impact • *Details of how the data required will be captured* • *The administrative process required to deliver the activity* • *The training required to complete activity* • *Any other impact in Service activity*	
CHDA Proposed Changes to the Design of the Test & Learn Proposal. *CHDA to detail here any changes they feel are necessary to DWP's proposed design of the trial.*	
Refusal of Test & Learn Activity Order *Response must be provided within 10 working days and the reasons for such refusal*	

Date sent to Authority	
Date response required from Authority	

Note: this should be within 5 working days of response/refusal being sent	

Section 3: To be completed by the Authority	
Response following the Supplier impact assessment *Response must include* ***HCP Impact*** • *The number of face-to-face assessments that cannot be conducted as a result of the activity* • *Any reduction in Service Levels SC4a and SC4b as a result* ***Non-HCP Impact*** • *Details of how the data required will be captured* • *The administrative process required to deliver the activity* • *The training required to complete activity* • *Any other impact in Service activity* • *Agreed start date and timelines for each stage of the activity, including provision of MI/agreed qualitative data and evaluation timelines as agreed between CHDA and the Department*	

Section 4: Complete if the request is Closed, Rejected or Withdrawn	
Closed / Rejected / Withdrawn *(Please delete as required)*	**Reason:**
DWP Representative	**Name:** **Signature:**
Date signed off by DWP	
Supplier Representative	**Name:** **Signature:**
Date Signed off by Supplier	

ANNEX 8 - Clinical Governance Quality and Standards Framework – Standards and Measures

I. Introduction

Clinical Governance Quality and Standards Framework (CGQSF) is a systematic approach to continuously improving the quality of healthcare professionals work. It has been developed following wide internal and contracted assessment providers' stakeholder consultation and based on the effective evidence-based model developed in the NHS although adapted for the unique DWP environment recognising:

- Large number (4000+) of healthcare professionals (HCPs) employed through contracted assessment providers.
- Deliver service including evidence based functional assessments, advice and training.

II. What is Clinical Governance Quality and Standards Framework

A framework through which Assessment Providers are responsible and accountable for continuously improving the quality and consistency of their service via the healthcare professionals (HCP's) they employ. By continuing to create an environment in which excellence in quality will flourish, risks are managed/mitigated and the public is assured.

III. The Key Components of Clinical Governance Quality and Standards Framework (CGQSF):

1. Accountability
2. Leadership
3. Quality Standards
4. Quality Assurance
5. Staff Recruitment and Management
6. Education, Training and Continuing Professional Development
7. Risk Management
8. Compliments, Complaints and Tribunal Appeals
9. Customer/Claimant Experience.

These nine key components of Clinical Governance Quality and Standards Framework are required to be integral to the Assessment Providers Corporate Governance. These components are specifically brought together with the aim to review and further develop and implement benchmark standards and quality indicators to minimise variation in the service provided by healthcare professionals. This is also needed to reassure the public that service is of the highest standards.

To Note in the CGQSF standards and measures table outlined below:

- The term ‘Assessment Provider’ means the organisation with whom the Authority enters into a contract and who employ HCPs to deliver an assessment service to customers/claimants. Implementation, monitoring and performance management of CGQSF delivery within contracted Assessment Providers to be managed by their CHES Account Directors who will update progress to CGQS Forum within DWP.
- To support continuous quality improvement, this Clinical Governance Quality and Standards Framework will be reviewed annually with the Assessment Providers and by the CGQS Forum who will agree any changes to the Framework.

IV. Key Components of CGQSF Standards and Measures:

1) **Accountability -** staff at all levels contributing to the interaction between a healthcare professional and a customer/claimant within provider services take ownership of embedding CGQSF.

	Standard
1.1	Accountability for embedding CGQSF within Provider organisations rests with Directors and their teams.
1.2	Providers to embed DWP CGQSF components into their Clinical Governance Frameworks to deliver evidence based service.
1.3	Healthcare professionals (HCPs) are responsible and accountable for implementing CGQSF standards relevant to their work including the requirements of their professional regulatory body.
1.4	Providers to have senior CGQSF owner and forum or similar structure to support CGQSF delivery with continuous improvement.

2) **Leadership** - whilst leadership for CGQSF is required at the highest level it is also essential throughout the organisation and staff are able to challenge practices and procedures that could be improved.

	Standard
2.1	Leadership for CGQSF exists throughout the organisation with open and participative culture and constructive challenges encouraged.
2.2	Leaders with accountability for CGQSF take responsibility for monitoring implementation of CGQSF.
2.3	Assessment Provider staff embed CGQSF with continuous quality improvement.

2.4	Staff are encouraged to challenge practices & procedures that could be improved and advocate changes when appropriate.
2.5	Effective communication exists at all levels sharing relevant information and feedback loop to drive improvement.

3) Quality Standards - to ensure that an interaction between a healthcare professional and a customer / claimant is evidence based and consistent.

	Standard
3.1	DWP guidance embedded into providers' policies and procedures to deliver evidence based and consistent service e.g. PIP and WCA guidance for HCPs. Effective governance system in place to monitor meeting of this quality standard.
3.2	Claimant data is accurate and confidentiality of data respected.
3.3	Healthcare professionals (HCPs) and other relevant staff have responsibility to be aware of and comply with quality standards and assurance processes relevant to their work.
3.4	Systems and processes in place to share good practice and lessons learnt from errors to improve quality and reduce risks.

4) Quality Assurance – Quality assurance processes and systems allows Assessment Provider to compare performance against meeting of quality standards and identify opportunities for improvement.

	Standard
4.1	Quality Assurance (QA) methods are clearly defined and followed. Appropriate systems in place to measure quality of assessment and advice.
4.2	Appropriate direct observation, supervision and feedback and support of healthcare professionals work to improve quality.
4.3	Systems are in place across organisation to review, calibrate, spread good practice and implement improvements.
4.4	There are improvement processes for healthcare professionals in place integrated with audit and lessons learnt from errors to help the service to improve consistency and reduce risks.

5) **Staff Recruitment and Management** - Providers need to have highly skilled healthcare professional staff and working in a well-supported environment.

	Standard
5.1	Assessment Providers have a recruitment and retention strategy.
5.2	Assessment Providers carry out relevant checks of applicants' professional registration, DBS, criminal record and work history including right to work in UK.
5.3	Staff are given training, support and supervision they need to reach the required standards to do their job.
5.4	There is effective management and development of staff with regular feedback on their performance.
5.5	Processes are in place for early recognition of poor staff performance with support, supervision and training provision to help them improve with the use of decisive intervention.
5.6	Assessment Providers have enough suitably qualified and competent staff to undertake the required work.

6) **Education, Training and Continuing Professional Development** - It is vital that the healthcare professionals have the knowledge and skills they need to do a good job to the required standard.

	Standard
6.1	Staff are able to access opportunities to update their knowledge and skills and keep up with the latest developments in order to provide evidence based and consistent quality service.
6.2	Staff have continuous professional development plans meeting their professional registration requirements.
6.3	Assessment Providers to ensure there is an identified individual accountable for oversight of training and CPD for HCPs.

7) **Risk Management -** Risk Management involves having effective systems in place to identify, understand, monitor and minimise risks to the customer/claimant and healthcare professional staff and promoting a culture to encourage everyone to report clinical / professional errors and mistakes with learnings implemented to improve.

	Standard
7.1	Assessment Providers have effective systems and processes in place to identify, monitor and minimise environmental risks to healthcare professionals (HCPs), other staff and customers / claimants.
7.2	Assessment Providers have effective systems for identifying, monitoring and documenting clinical / professional risks including serious incidents, regularly review risks and address issues and themes identified with remedial action taken to learn and improve service and quality as appropriate.
7.3	Assessment Providers promote an open and transparent culture, encouraging healthcare professionals (HCPs) and other staff to report clinical / professional errors / mistakes and issues. HCPs co-operate in any remedial actions identified.
7.4	Assessment Providers have systems and processes in place for vulnerable claimants / customers and dealing with challenging behaviour of customers / claimants and appropriate action taken and learning shared.

8) Compliments, Complaints and Tribunal Appeals - Providers have systems in place to handle customer/claimant compliments and complaints, investigate thoroughly and take action if problems are identified. Providers have processes for learning from compliments, complaints, and Tribunal Appeals to continuously improve quality.

	Standard
8.1	Assessment Providers have systems in place to manage customer compliments and complaints including serious complaints, investigate thoroughly and take action if issues are identified to improve service.
8.2	Assessment Providers have processes for learning from compliments, complaints and Tribunal Appeals and demonstrate how they have shared with healthcare professionals to improve quality and services.
8.3	Healthcare professionals (HCPs) utilise feedback from compliments, complaints and tribunal appeals to learn, share good practice and improve quality of their work and service as appropriate.

9) **Customer / Claimant Experience and Healthcare Professionals Behaviour** - The customer/claimants must be treated with dignity, respect and empathy at all times and their feedback utilised in the planning of services and setting of standards to improve quality.

	Standard
9.1	Healthcare professionals (HCPs) treat customer / claimant with dignity, respect and empathy at all times.
9.2	Assessment Providers obtain customer / claimant experience feedback of their interaction with healthcare professionals and share with HCPs.
9.3	Healthcare professionals utilise customer / claimant experience feedback to spread good practice and improve their service and quality as appropriate.
9.4	Customer / claimants experience feedback is utilised by Assessment Providers to review and develop standards and services as appropriate to improve quality.

References [Note: To confirm these references are still current]

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v. Department of Health (1999): A First Class Service. Quality in the new NHS.
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xi. General Medical Council - Generic professional capabilities framework for doctors
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xiv. Nursing and Midwifery Council – Standards
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https://www.nmc.org.uk/standards/standards-for-nurses/

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xvi. General Pharmaceutical Council - Standards for pharmacy professionals
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https://www.pharmacyregulation.org/spp