

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

As per Attachment 3 Statement of Requirements in the published bid pack

ATTACHMENT 3 – STATEMENT OF REQUIREMENTS

**CONTRACT REFERENCE: CCCC23A02 - PROVISION OF HEALTH ASSURANCE
AUDIT CONTRACT**

CONTENTS

1.PURPOSE.....	3
2.BACKGROUND TO THE CONTRACTING AUTHORITY.....	3
3.BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT.....	3
4.DEFINITIONS.....	5
5.SCOPE OF REQUIREMENT	8
6.THE REQUIREMENT.....	9
7.KEY MILESTONES AND DELIVERABLES.....	13
8.MANAGEMENT INFORMATION/REPORTING	15
9.VOLUMES.....	17
10.CONTINUOUS IMPROVEMENT.....	17
11.SUSTAINABILITY	17
12.QUALITY	17
13.PRICE	18
14.STAFF AND CUSTOMER SERVICE	20
15.SERVICE LEVELS AND PERFORMANCE.....	20
16.SECURITY AND CONFIDENTIALITY REQUIREMENTS	26
17.PAYMENT AND INVOICING.....	28
18.CONTRACT MANAGEMENT.....	28
19.LOCATION.....	28

1. PURPOSE

- 1.1 The scope of the Services to be delivered under this contract is primarily for the planning and delivery of Framework Supplier Health Assurance Inspections and associated reports, together with ad-hoc audits where customers report quality or worker compliance issues. This will include completion of re-audits after a Framework Supplier has been suspended following failure of the initial inspection.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 Crown Commercial Service (CCS) are procuring this contract on behalf of NHS Workforce Alliance.
- 2.2 CCS will be the contract signatory and deliver the contract. Contract Management responsibilities will be divided by members of the NHS Workforce Alliance. CCS will manage operational delivery.
- 2.3 NHS Workforce Alliance is a collaborative partnership between CCS and Procurement in Partnership (PiP). PiP is a collaboration between the following NHS Procurement Hubs;
- a) East of England Collaborative Procurement Hub;
 - b) NHS Commercial Solutions;
 - c) NHS London Procurement Partnership; and
 - d) North of England Commercial Procurement Collaborative;
- 2.4 NHS Workforce Alliance is responsible for the procurement and management of a portfolio of framework agreements which deliver clinical and non-clinical temporary and permanent staffing and staff bank solutions into the NHS.

3. BACKGROUND TO REQUIREMENT

- 3.1 NHS Workforce Alliance manages a portfolio of framework agreements delivering clinical and non clinical temporary and permanent workers via a range of Suppliers into the NHS. Framework Suppliers delivering workers into the NHS via these frameworks must comply with framework terms and conditions, including the provision of compliant workers in accordance with the NHS Employers Check Standards.
- 3.2 NHS England (NHSE) provides national leadership for the NHS and supports NHS organisations to deliver high quality care for all and better outcomes for patients and communities.
- 3.3 NHSE operates an approval process to ensure that all frameworks have supply chains in place which are compliant with the NHS Employers Check Standards.
- 3.4 In order to achieve NHSE approval status, NHS Workforce Alliance must demonstrate a robust Health Assurance Inspection programme, which tests Framework Suppliers policies, processes and application of worker compliance

in accordance with the framework terms and conditions and NHS Employers
Check Standards.

4. DEFINITIONS

Expression or Acronym	Definition
Account Manager	key Supplier staff named in the Order Form who will assume responsibility for delivery of the services of the Contract;
Auditor	the party formally appointed by the Authority to carry out audit or similar review functions;
Authority	the authority named on the Order Form;
CCS	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
Contract	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
Framework Supplier	the person, firm or company delivering services under the relevant NHS Workforce Alliance framework;
Health Assurance Inspections	the inspection to be completed by the Supplier to ensure Framework Suppliers compliance to the NHS Employers Check Standards, framework terms and conditions and other legislative and regulatory requirements;
Health Assurance Inspection Summary Reports	A report summary produced by the Supplier containing an executive summary and the assurance key findings and management action plan resulting from activity completed during the Health Assurance Inspection;
Health Assurance Inspection Full Checklist Reports	A report checklist produced by the Supplier containing the Health Assurance Test Pack criteria and the sample worker files testing checks which includes outcomes and notes;
Health Assurance Inspection Test Pack	the Excel file and supporting rationale and guidance developed jointly (for the avoidance of doubt 'jointly' does not impact intellectual property rights as detailed in this contract) by the Authority and the Supplier;
Health Assurance Inspection Tracker	an Excel file provided and owned by the Authority detailing all inspections undertaken and the results of these, which each party to the Contract is responsible for completing as per the agreed process;

PiP	Procurement in Partnership;
NHS Employers Check Standards	standards found at the following website, which are updated from time to time: https://www.nhsemployers.org/topics-networks/employment-standards-and-regulation ;
NHS Workforce Alliance	the group comprising the following organisations: <ul style="list-style-type: none"> • <u>NHS London Procurement Partnership</u> Its offices are at: 200 Great Dover Street, London SE1 4YB • <u>NHS North of England Commercial Procurement Collaborative</u> Its offices are at: Don Valley House, Savile Street East, Sheffield, S4 7UQ • <u>NHS East of England Collaborative Procurement Hub</u> Its offices are at: NHS Victoria House, Capital Park, Fulbourn, Cambridge, CB21 5XB • <u>NHS Commercial Solutions</u> Its offices are at: The Atrium, Curtis Road, Dorking, Surrey, RH4 1XA AND <ul style="list-style-type: none"> • <u>The Minister for the Cabinet Office represented by its executive agency the Crown Commercial Service (CCS).</u> Its offices are on: 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
NHSE	National Health Service England;
NHS	National Health Service;
On-site Inspections	Health Assurance Inspections conducted on a Framework Supplier premises;
Remote Inspections	Health Assurance Inspections conducted via a desktop at the Auditor's normal place of work;
Second Line Assurance Checks	the internal assurance process undertaken at CCS;
Supplier	the person, firm or company identified in the Order Form;

5. scope of requirement

- 5.1 The scope of the services to be delivered under this contract is primarily for the planning and delivery of Framework Supplier Health Assurance Inspections and associated reports. This will include the following;
- a) Delivery of Framework Supplier Health Assurance Inspections and associated reports in accordance with the audit plan provided by the Authority;
 - b) Delivery of Framework Supplier Health Assurance Inspections and associated reports on an adhoc basis (where concerns have been raised about a Framework Supplier) as required by the Authority; and
 - c) Delivery of re-audits and associated reports where the Framework Supplier has been suspended following failure of the initial Health Assurance Inspection.
- 5.2 The following services are excluded from the scope of requirement;
- a) Delivery of whistleblowing or fraud audits. Where the Authority identifies the need for the audit of a Framework Supplier due to alleged whistleblowing or fraud concerns that are not a worker compliance concern, the Supplier will have the opportunity to bid for the work where a competition is utilised, provided that the Supplier is on the appropriate Framework lot applicable to the requirement. The Authority retains the right to award fraud and whistleblowing audits to alternative Suppliers.
- 5.3 The following responsibilities will be owned by the Authority;
- a) Provision of an annual audit plan to the Supplier, which is updated on a quarterly basis or at a frequency determined by the Authority;
 - b) Provision of a list of Framework Suppliers by the 7th day of each month (or the previous working day if the 7th day is a weekend or bank holiday), which details which Framework Suppliers the Supplier will audit the following month, the sample size, the location of the inspection (I.e. On-site Inspections or Remote Inspections) and management information to enable the Supplier to schedule the audit and select the audit samples.
 - c) Sign off and final agreement of the Health Assurance Inspection Test Pack at commencement of the contract and as required throughout the duration of the contract; and
 - d) Communication of any changes to the framework terms and conditions which could require a change to the Health Assurance Inspection Test Pack.
- 5.4 For the avoidance of doubt, Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material and in particular the Health Assurance Inspection Test Pack made available to the Supplier by the Authority shall remain the property of the Authority.

- 5.5** The Authority will retain the rights to information collected for inspection purposes, Second Line Assurance and ongoing supplier management.
- 5.6** The services listed in 5.1 are mandatory services to be delivered under this contract. The following services are not mandatory and may be requested by the Authority as a deliverable under this contract;
- a) Completion of remediation activity, including but not limited to;
 - b) Managing findings identified during the Health Assurance Inspection via Framework Supplier action plans;
 - c) Collating evidence to remedy findings;
 - d) Closing out action plans once all findings have been remediated;
 - e) Ensuring the Authority is updated on the progress of remediation activity and supplied with copies of action plans; and
 - f) Making recommendations to the Authority as to the reinstatement, suspension or termination of Framework Suppliers based on Health Assurance Inspection findings and remediation activity.

6. THE REQUIREMENT

- 6.1** NHS Workforce Alliance currently has the following workforce framework agreements in its portfolio;
- a) Flexible Resource Pool – Staff Bank (RM6158)*
 - b) Insourced Services to Support the Provision of Healthcare (including Clinical Insourcing) (RM6276)
 - c) International Recruitment of Clinical Healthcare Professionals (RM6162)*
 - d) Non Clinical Temporary and Fixed Term Staff (RM6160)*
 - e) Permanent Recruitment 2 (RM6229)
 - f) Provision of Clinical and Healthcare Staffing (RM6161)*
 - g) Workforce Improvement Services (RM6163)

*These agreements are due to expire within 12 months and will be replaced. Call off agreements in place prior to the expiry of a framework can run for four (4) years after the framework expiry.

- 6.2** These frameworks have or are in the process of achieving NHSE approval and any replacement or new frameworks will also require NHSE approval.
- 6.3** Any replacement or new framework agreements that provide services relating to the provision of temporary or permanent staffing will also be included within the scope of this contract.
- 6.4** This contract is for the provision of Health Assurance Inspections relating to temporary and permanent workers sourced by the NHS from Framework Suppliers via NHS Workforce Alliance framework agreements.

- 6.5 The Health Assurance Inspections are designed to test the adequacy of key processes and controls Framework Suppliers have in place to ensure that all workers supplied to the NHS are compliant with the NHS Employers Check Standards, framework terms and conditions and other relevant legislative and regulatory requirements.
- 6.6 Where a subcontracting arrangement is in place, Health Assurance Inspections will also cover the processes and controls the Framework Supplier has in place to ensure any workers provided by the subcontractor(s) are compliant with the NHS Employers Check Standards, framework terms and conditions and other relevant legislative and regulatory requirements.
- 6.7 The NHS Employers Check Standards are defined by NHS Employers and are subject to change as deemed appropriate by NHS Employers. The Supplier must ensure that Health Assurance Inspections are conducted to current standards throughout the life of the Contract.
- 6.8 The Supplier must stay abreast of updates and alterations to the NHS Employers Check Standards and other relevant legislative or regulatory requirements and update the testing criteria as appropriate, subject to approval by the Authority.
- 6.9 The Supplier will be responsible for using a range of techniques to ascertain a Framework Suppliers compliance with the NHS Employers Check Standards, framework terms and conditions and relevant legislative and regulatory requirements. This will include physical inspections on the Framework Supplier's premises (On-site Inspection) and/or desktop assessments (Remote Inspection), as dictated by the Authority. The default position will be for Health Assurance Inspections to be conducted remotely; however the Authority retains the right to request Health Assurance Inspections to be conducted on-site.
- 6.10 The Supplier will be required to undertake the following activities under this contract;
- 6.11 Preparation of sampling methodologies and testing criteria, including findings and recommendations, which will be agreed by the Authority;
- 6.12 Maintenance of sampling methodologies and testing criteria, including the implementation of updates to these following any updates to the NHS Employers Check Standards, framework terms and conditions and/or relevant legislative or regulatory requirements;
 - a) The preparation and arranging of the Health Assurance Inspections with Framework Suppliers, including selecting samples for inspection, issuing letters to Framework Suppliers notifying them of an inspection in the following month, the date of the inspection, instructions for the inspection and responding to any associated questions from the Framework Supplier;
 - b) The completion of Health Assurance Inspections on Framework Supplier premises or remotely, as dictated by the Authority;
 - c) Discussion of findings from the Health Assurance Inspection with the Framework Supplier, at the appropriate management level, during the course of the inspection;

- d) Debriefing Framework Suppliers on the Health Assurance Inspection results, findings and next steps at an exit meeting on conclusion of the inspection;
- e) Notifying the Authority of any immediate findings that could result in harm to patients (i.e. in the event of a serious finding with a worker who is on an assignment), within a timeframe specified by the Authority;
- f) Escalating any additional concerns to the Authority which are not captured within the Health Assurance Inspection Test Pack i.e. concerns regarding documentation or Framework Supplier behaviours, as per the process agreed during Contract implementation;
- g) The preparation and issue of Framework Supplier Health Assurance Inspection Summary Reports and Health Assurance Inspection Full Checklist Reports to the Authority, which includes the audit outcome and all findings and recommendations, within 5 working days where the result is a pass and 2 working days where the result is a fail;
- h) Health Assurance Inspection Reports should show all findings where it has been identified that the Framework Supplier falls short of supplying workers compliantly in accordance with the NHS Employers Check Standards, framework terms and conditions and any relevant legislative and regulatory requirements, and/or has inadequate controls and/or processes in place;
- i) The re-audit of any Framework Suppliers who have failed their initial inspection, as instructed by the Authority;
- j) The preparation and recording of individual Framework Supplier inspection data and overall framework inspection data as specified at section 8 of this Statement of Requirements, at a frequency specified by the Authority;
- k) The preparation and reporting of Supplier performance against the audit plan and service levels as specified at section 8 of this Statement of Requirements, at a frequency specified by the Authority;
- l) The provision of trend analysis data based on Health Assurance Inspection findings and results, to support improvements across the sector as specified at section 8 of this Statement of Requirements, at a frequency specified by the Authority;
- m) Supporting Framework Supplier training and awareness sessions to improve audit outcomes as agreed with the Authority;
- n) Continuous improvement activities to deliver the services of this contract in the most effective and efficient way and to support improved practices in the market; and
- o) Supporting the Authority via the provision of expert advice and guidance through the delivery of this contract.

6.13 The Health Assurance Inspection must include but is not limited to the following;

- a) Testing the design adequacy of key processes and controls Framework Suppliers have in place to enable the provision of workers that are compliant with the NHS Employers Check Standards, framework terms and conditions and relevant legislative and regulatory requirements via the agreed NHS Workforce Alliance Health Assurance Inspections Test Pack;
- b) Testing the design adequacy and controls the Framework Supplier has in place to ensure all subcontractors are able to provide workers that are compliant with the NHS Employers Check Standards, framework terms and conditions and relevant legislative and regulatory requirements via the agreed NHS Workforce Alliance Health Assurance Inspections Test Pack;
- c) Assessing the adequacy of controls in place to demonstrate that workers are compliant with the NHS Employers Check Standards, framework terms and conditions and relevant legislative and regulatory requirements prior to a worker commencing employment/placement and for the lifetime of each placement via the agreed NHS Workforce Alliance Health Assurance Inspections Test Pack; and
- d) Reviewing relevant documentation and evidence such as standard operating procedures, worker files, DBS certificates and Framework Supplier quality assurance processes to complete checks, as required by the NHS Workforce Alliance Health Assurance Inspection Test Pack.

6.14 The Supplier may be required to undertake policy and process only inspections, which will exclude the reviewing of worker files. Any policy and process only inspections will be dictated by the Authority and made clear in the audit plan.

6.15 The Supplier will be required to undertake the following activities as part of a re-audit where a Framework Supplier has failed their initial Health Assurance Inspection;

- a) Scheduling re-audits including issuing letters to Framework Suppliers notifying them of the re-audit, the date of the re-audit and instructions for the re-audit;
- b) The completion of the re-audit based on a review of previous findings in relation to policies, processes, individual worker files and implementation of improvements in these areas;
- c) Discussion of findings from the re-audit with the Framework Supplier, at the appropriate management level, during the course of the re-audit;
- d) Debriefing Framework Suppliers on the re-audit results, findings and next steps at an exit meeting on conclusion of the re-audit;
- e) The preparation and issue of Framework Supplier Health Assurance Inspection Summary Reports and Health Assurance Inspection Full Checklist Reports to

the Authority, which includes the re-audit outcome and all findings and recommendations, within 5 working days where the result is a pass and 2 working days where the result is a fail;

- f) Health Assurance Inspection Reports should show all findings where it has been identified that the Framework Supplier falls short of supplying workers compliantly in accordance with the NHS Employers Check Standards, framework terms and conditions and any relevant legislative and regulatory requirements; and
- g) Making recommendations to the Authority as to the reinstatement, suspension or termination of Framework Suppliers based on re-audit findings and outcomes.

6.16 The Authority will dictate when a re-audit is required.

6.17 Re-audits will be conducted on a remote basis unless dictated otherwise by the Authority.

7. KEY MILESTONES AND DELIVERABLES

7.1 The following Contract milestones/deliverables shall apply:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
Appoint Account Manager	The Supplier will appoint a suitable Account Manager to act as the Supplier representative to manage this contract.	Within 7 calendar days of Contract award date
Implementation Plan	The Supplier will provide the Authority with a draft implementation plan, in accordance with Call Off Schedule 13 – Implementation Plan and Testing. This must include exit planning, transition with incumbent supplier (if appropriate) and the proposed commencement date for Health Assurance Inspections, including details on how the Supplier will recover the number of audits.	Within 14 calendar days of Contract award date
Draft Health Assurance Inspection Test Pack	The Supplier will provide the Authority with a draft Health Assurance Inspection Test Pack, detailing the proposed testing criteria, recommendations and findings.	Within 21 calendar days of Contract award date
Final Health Assurance Inspection Test Pack	The Supplier will provide the Authority with a returned final Health Assurance Inspection Test Pack, detailing the agreed testing criteria, recommendations and findings.	No later than 19 May 2023
Draft Health Assurance Inspection Summary Report	The Supplier will provide the Authority with a draft Health Assurance Inspection Summary Report, demonstrating the proposed report functionality.	No later than 4 May 2023
Final Health Assurance Inspection Summary Report	The Supplier will provide the Authority with the final Health Assurance Inspection Summary Report, demonstrating the agreed report functionality.	No later than 19 May 2023

Integration of testing thresholds	The Supplier will ensure that the testing thresholds, as dictated by the Authority, are integrated into the Health Assurance Inspection Test Pack and Health Assurance Inspection Summary Report and tested to ensure report functionality and accuracy.	No later than 19 May 2023
Final processes and templates	The Supplier will document the agreed process for completing Health Assurance Inspections, as agreed by the Authority. This must include a standard operating procedure detailing all steps in the process and all template letters to be issued in relation to Health Assurance Inspections.	No later than 23 May 2023
Training for the Authority	The Supplier will deliver any necessary training to the Authority on systems and processes to be used by the Supplier in delivery of the services under this contract.	No later than 26 May 2023
Training of Auditors	The Supplier will ensure all auditors delivering this contract are fully trained on systems and processes to be used by the Supplier in delivery of the services under this contract.	No later than 31 May 2023.
Health Assurance Inspections	The Supplier will commence Health Assurance Inspections in accordance with the audit plan provided by the Authority.	June 2023
Development of data production	The Supplier will provide a proposal and sample for the provision of the required management information/ reporting data to the Authority.	No later than the first contract management meeting

8. MANAGEMENT INFORMATION/REPORTING

8.1 In order for NHS Workforce Alliance to effectively understand and manage Framework Supplier performance it is critical that reporting is timely and accurate.

The Supplier will be required to provide the following reporting information;

- a) Contract performance data by the fifth (5th) working day of each month for the previous month's inspections in the form of a dashboard. The format of the dashboard will be agreed between the Supplier and the Authority but must include, as a minimum, inspection outcomes, overall results, performance against the audit plan and performance against the Key Performance Indicators set out in the contract;
 - b) Trend analysis data on a monthly basis in a format to be agreed between the Supplier and the Authority. This must include, as a minimum, trends in areas of findings, trends in outcomes and trends in frameworks; and
 - c) Completion of an Inspection Tracker for each inspection, the format of which will be provided by the Authority.
- 8.2 CCS and NHS Workforce Alliance reserves the right to complete assurance checks on the Supplier at any time throughout the duration of the contract to provide assurance to its audit committee of the robustness of the services being delivered.
- 8.3 The Supplier will ensure that they allow CCS and NHS Workforce Alliance access as required to allow the following as a minimum;
- a) Access to information and data to complete assurance checks, including Second Line Assurance Checks;
 - b) Shadowing the Auditor to undertake quality assurance on the Supplier's processes;
 - c) Spot checks on Health Assurance Inspection processes, procedures, methodology, test packs, working papers, reports, scoring matrix and pre and post inspection processes, including completed inspections and associated communications with Framework Suppliers;
 - d) Spot checks on activity to ensure all findings and recommendations are appropriately addressed to agreed timescales where the Supplier is managing remediation activity; and
 - e) Spot checks to measure consistency of application of the Suppliers agreed processes.

9. VOLUMES

9.1 REDACTED TEXT under FOIA Section 43 Commercial Interests

9.2 The Authority is not committing to any volumes of Framework Supplier Health Assurance Inspections or spend with the Supplier and the Supplier agrees and

acknowledges that it has not been given any rights of exclusivity or any volume guarantees whatsoever in relation to the volume of services provided under the contract.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier will be expected to continually improve the way in which the required Services are delivered throughout the Contract duration.
- 10.2 The Supplier should present new ways of working to the Authority during monthly Contract review meetings, or at an alternative frequency to be determined by the Authority.
- 10.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

11. SUSTAINABILITY / SOCIAL VALUE

- 11.1 Social value legislation (The Social Value Act) places a legal requirement on all public bodies to consider the additional social, economic and environmental benefits that can be realised for individuals and communities through commissioning and procurement activity. These benefits are over and above the core deliverables of Contracts.
- 11.2 Recent guidance published in Procurement Policy Note 06/20 requires that social value should be explicitly evaluated in all central government procurement rather than just considered as required under the Public Services (Social Value) Act 2012.
- 11.3 The Authority has identified the social value theme of 'equal opportunity' as being intrinsic to the services under this Contract and will evaluate the Supplier's approach to delivering against 'equal opportunity'.
- 11.4 The Supplier will be required to deliver against the social value theme of 'equal opportunity' via the delivery of services under this Contract throughout the life of the Contract.
- 11.5 Guidance on the social value themes can be found here: <https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

12. QUALITY

- 12.1 The Supplier will share its quality assurance process with the Authority. This will include but is not limited to the following;
 - a) The volume of Health Assurance Inspections to be quality checked by the Supplier and the rationale behind this;
 - b) The frequency of quality checks conducted by the Supplier;
 - c) The method used to complete quality checks by the Supplier; and
 - d) How the results and any findings of quality checks will be actioned and reported to the Authority.

- 12.2 The Supplier's quality assurance process must be undertaken by a member of Supplier staff who is at least one (1) grade senior to the member of Supplier staff who completed the Health Assurance Inspection.

13. PRICE

- 13.1 Prices will be in the form of a firm price per audit in pounds (£) and pence (p).
- 13.2 Pricing will remain firm throughout the life of the contract.
- 13.3 The firm price per audit will be inclusive of all activities specified in 6.11, 6.12 and 6.13 of this Statement of Requirements, with the exception of re-audits as set out at 6.12 (i). For the avoidance of doubt, re-audits will be priced separately as set out at 13.7 of this Statement of Requirements.
- 13.4 The firm price per audit is based on the parameters set out below. The Authority will dictate the size of each inspection from those listed below:

REDACTED TEXT under FOIA Section 43 Commercial Interests

- 13.5 The Supplier must provide a firm price per audit for Remote Inspections based on the above parameters and a percentage (%) uplift for On-site Inspections. For the avoidance of doubt, the Authority will dictate which Health Assurance Inspections will be conducted on-site and which will be conducted remotely.
- 13.6 The scope and specification of On-site Inspections will be identical to the scope and specification of Remote Inspections.
- 13.7 The Supplier must provide a percentage (%) reduction for re-audits where Framework Suppliers have failed the initial Health Assurance Inspection. The price for re-audits will be inclusive of all activities specified in 6.15 of this Statement of Requirements and will be conducted remotely unless dictated otherwise by the Authority.
- 13.8 Framework Suppliers will be responsible for costs incurred in relation to re-audits and the Supplier will be required to issue invoices for re-audit costs to the Authority.
- 13.9 The Supplier must provide a firm price per audit for undertaking policy and process only inspections, which will be conducted remotely.
- 13.10 Cancellation fees following Health Assurance Inspections cancelled by Framework Suppliers shall be agreed by the parties but shall not exceed the following;
- a) 50% of the total cost of the Health Assurance Inspection fee if the inspection is cancelled between 3 days of the scheduled inspection and the date of the scheduled inspection;
 - b) No cancellation fee may be charged where more than 3 days notice of cancellation is provided to the Supplier.
- 13.11 The Supplier may provide a firm price for managing the remediation of findings following completion of a Health Assurance Inspection. The price for remediation will be inclusive of all activities specified in 5.6 of this Statement of Requirements.

- 13.12 Managing remediation activity is not a mandatory service under this contract and Suppliers are not required to provide pricing for this service.
- 13.13 The provision of pricing for remediation services will not automatically entitle the Supplier to delivery of these services under this Contract and any decision on the requirement for remediation services will lie solely with the Authority.
- 13.14 Pricing for managing remediation activity and conducting Health Assurance Inspections must be provided separately.
- 13.15 Pricing should be based on a trainee Auditor delivering the services of the contract.
- 13.16 Prices will be competed as part of this tender in accordance with the weightings specified in Price Schedule (Call Off Schedule 5 Pricing Details).
- 13.17 Prices are to be excluding VAT and including all other expenses relating to Contract delivery.

14. STAFF AND CUSTOMER SERVICE

- 14.1 The Supplier shall provide a sufficient level of suitable resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 14.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 14.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 14.4 The Supplier shall ensure that their staff conduct themselves professionally at all times in the delivery of services under the Contract.
- 14.5** The Supplier shall not subcontract any element of the delivery of the services set out within this Contract without prior approval of the Authority.

15. SERVICE LEVELS AND PERFORMANCE

- 15.1 The Authority will measure the quality of the Supplier's delivery by:

Service Levels					Service Credit for each Service Period
Reference	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	

SL_01	Completion of Health Assurance Inspections	Timelines	REDACTED TEXT under FOIA Section 43 Commercial Interests	100% at all times	N/A
SL_02	Provision and completion of monthly schedule	Timelines	REDACTED TEXT under FOIA Section 43 Commercial Interests	100% at all times	N/A
SL_03	Provision of timely inspection reports for pass outcomes	Timelines	REDACTED TEXT under FOIA Section 43 Commercial Interests	100% at all times	0.5% Service Credit gained for the third occurrence of a report being provided to the Authority outside of 5 working days and each occurrence thereafter, within a 1 month period. A 1 month period runs from the first day of the month to the last day of the month. .
SL_04	Provision of timely inspection reports for fail	Timelines	REDACTED TEXT under FOIA Section 43	100% at all times	0.5% Service Credit gained for the second

	outcomes		Commercial Interests		occurrence of a report being provided to the Authority outside of 2 working days and each occurrence thereafter, within a 1 month period. A 1 month period runs from the first day of the month to the last day of the month.
SL_05	Provision of accurate inspection reports	Accuracy	REDACTED TEXT under FOIA Section 43 Commercial Interests	100% at all times	0.5% Service Credit gained for the third occurrence of an inaccurate report being provided to the Authority and each occurrence thereafter, within a 1 month period. A 1 month period runs from the first day of the month to the last day of the month.

SL_06	Rectification of quality issues on reports	Timelines and accuracy	REDACTED TEXT under FOIA Section 43 Commercial Interests	100% at all times	N/A
SL_07	Timely updates to Health Assurance Inspection Test Pack	Timelines	REDACTED TEXT under FOIA Section 43 Commercial Interests	100% at all times	N/A
SL_08	Provision of timely and accurate management information	Timelines and accuracy	REDACTED TEXT under FOIA Section 43 Commercial Interests	100% at all times	N/A
SL_09	Provision of timely and accurate management information and data	Timelines and accuracy	REDACTED TEXT under FOIA Section 43 Commercial Interests	100% at all times	N/A

- 15.2 The deduction percentage (0.5%) will apply to the total value of invoices for audits completed within the month in which the service level breaches occurred. The month will run from the first day of the month to the last day of the month i.e. 1 July to 31 July.
- 15.3 The above service credit conditions will be applied to the applicable service levels cumulatively.
- 15.4 The Service Credit Cap shall be 5% of the total value of invoices for audits completed within the month in which the service level breaches occurred.
- 15.5 The Service Credits set out in 15.1 shall come into force no later than three (3) months after the Call Off Commencement Date. Until the date the Service Credits come into force, the metrics in the service levels table at 15.1 will be treated as Key Performance Indicators that the Supplier is obliged to report on.
- 15.6 If the Supplier fails to achieve the service levels set out, the Authority shall be entitled to require the Supplier to prepare and provide a Rectification Plan within ten (10) working days of a written request by the Authority in accordance with 10.3 of the Core Terms and Joint Schedule 10.

- 15.7 In the event that the Supplier does not provide a Rectification Plan within 10 days of the request, the Authority rejects a Rectification Plan or the Supplier fails to implement steps in line with an accepted Rectification Plan, the Authority shall be entitled to terminate this contract in accordance with 10.4 of the Core Terms.

16. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 16.1 The Supplier must demonstrate that it operates a certified Information Security Management System (ISMS) programme. This should be supported by adequate security policies and security industry certifications throughout the life of the Contract (Cyber Essentials) and must have the service procured in the certification scope.
- 16.2 The Supplier must confirm that all personnel supporting the service have undergone appropriate security vetting and have appropriate clearances.
- 16.3 The Supplier must confirm and demonstrate adequate data handling controls for the lifecycle of the data. This should include secure storage, processing, sharing and secure destruction controls.
- 16.4 Any system development or ongoing solution maintenance by the Supplier must comply with the governments
1. '10 Steps to Cyber Security' guidance, as amended from time to time and currently available at: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
 2. NCSC Cloud Security Principles
- 16.5 The Supplier must demonstrate that it has a robust incident response plan and supporting processes in place to detect, respond, contain and recover from security breaches to the service.
- 16.6 The Supplier will immediately notify the Authority of any breach of security in relation to the Authority's Confidential Information. The Supplier will recover such Authority Confidential Information however it may be recorded.
- 16.7 The Supplier shall make useful security logs (e.g. login, administrator actions) available to the Authority as part of the service. Where this is not possible, the Supplier shall maintain such logs and have a mechanism in place to provide details of such logs upon the Authority's request (e.g. during security investigations).
- 16.8 The supplier shall support 2FA/multi-factor authentication on at least the high privileged accounts.
- 16.9 The Supplier shall take responsibility for ensuring that any subcontractors supporting this service maintain a comparable level of security as per these requirements.

- 16.10 The Suppliers service must implement adequate encryption at rest and in transit for all data considered sensitive (e.g. personally identifiable information, card-holder data, commercially sensitive data).
- 16.11 A non-disclosure agreement is in place with all staff who have access to customer data.
- 16.12 The Supplier is responsible for ensuring that all data and information processed in the delivery of the services under this contract is handled and stored in accordance with the requirements of Joint Schedule 11, the General Data Protection Regulation (GDPR) 2018 and the Data Protection Act 2018.
- 16.13 The Supplier must allow access to the Authority's appointed information security team where requested by the Authority.
- 16.14 Within twenty (20) Working Days after the Start Date, the Supplier shall prepare and submit to the Buyer for Approval a fully developed, complete and up-to-date Security Management Plan in accordance with Paragraph 4 of Call Off Schedule 9 (Security).

17. PAYMENT AND INVOICING

- 17.1** Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 17.2** Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 17.3** The Supplier must provide a consolidated invoice on a monthly basis by email as confirmed by the Authority.
- 17.4** Payment of invoices will be made within 30 days of the consolidated invoice date, subject to them being correct, containing the requirement information and in the required format.

18. CONTRACT MANAGEMENT

- 18.1 The Authority will undertake regular contract management activity which will examine the performance of the Supplier against agreed service levels.
- 18.2 The Supplier shall engage in contract management activity and attend Contract Review meetings as required by the Authority,
- 18.3 Attendance at Contract Review meetings shall be at the Supplier's own expense.
- 18.4 Contract Review meetings shall take place monthly or at an alternative frequency dictated by the Authority.

19. LOCATION

- 19.1 The services will be carried out on-site (On-Site Inspections) or remotely (Remote Inspections), as determined by the Authority.

- 19.2 The default position will be for Health Assurance Inspections to be conducted remotely; however the Authority retains the right to request Health Assurance Inspections to be conducted on-site.
- 19.3 The location of the services, Remote and On-Site, will be the United Kingdom including Northern Ireland, Isle of Man and Channel Islands.