

Specification for Access to Work: Mental Health Support Service (AtW: MHSS)

Date: 29 November 2023 Rev 3

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Section 1: Overview

Definitions and interpretation

Unless the context otherwise requires, the following shall apply in this Specification:

- the definitions set out in Annex 6 to this Specification
- the definitions and rules of interpretation set out in Section A of the Core
 Terms and Schedule 1 of the Agreement.

Introduction to Access to Work

- Access to Work (AtW) is a demand-led, discretionary grant to support the
 recruitment and retention of disabled people in sustainable, paid employment.
 The grant is not means-tested and contributes to the disability-related extra
 costs in the workplace that are beyond reasonable adjustments, but it does not
 replace an employer's duty under the Equality Act 2010 to make reasonable
 adjustments.
- 2. The Mental Health Support Service (MHSS) is one element of support offered by Access to Work. It was established in December 2011 to improve the government's offer for individuals who are at risk of falling out of work due to mental health issues or conditions. To be eligible for the MHSS, individuals need to be in permanent or temporary employment (including the self-employed) and have a mental health condition (which does not have to have been formally diagnosed by a medical practitioner) that has resulted in workplace absence or is causing difficulties for the individual to remain in work. All references to employment throughout the Agreement, including this Specification, shall include being self-employed.
- 3. The MHSS offers personalised, non-clinical support, for up to 9 months, to people who need mental health support whilst in employment, and is delivered by experienced mental health Coaches via external providers. It includes a step-by-step support plan, identifying coping strategies, advice on adjustments the Customer or employer can make, and, where appropriate, helping the employer to understand the Customer's condition and what they can do to support them. Coaches can signpost Customers to alternative clinical services if and where appropriate.

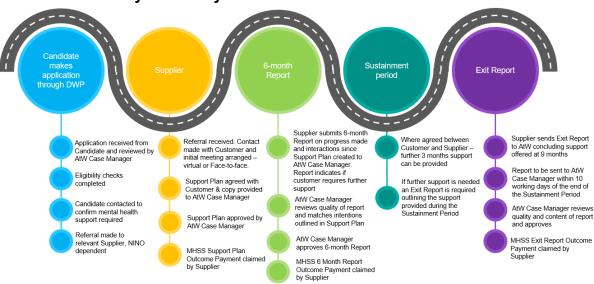
- 4. The MHSS is a confidential service which is delivered with no cost to the Customer or their employer, and can be delivered with or without the support of a Customer's employer. Unlike other mental health services, the employer does not need to be involved if the individual does not want them to be, which allows for Customer confidentiality in accessing the service.
- 5. Between April 2022 and March 2023 (inclusive), approximately 10,500 people received support under the MHSS. It is expected that there will be a continued demand for the service (further information on estimated volumes is set out in paragraphs 13 to 16 of this section).
- 6. To receive AtW: MHSS support, the Customer must meet the AtW eligibility criteria. Further information on eligibility to AtW can be found at https://www.gov.uk/access-to-work. A DWP Case Manager will check the eligibility of all Customers applying for AtW: MHSS.
- 7. The Authority intends that, at some point during the Referral Period, Civil Servants may become ineligible for AtW: MHSS. This is provisionally planned to happen from April 2025 and has been accounted for in the indicative volumes at paragraphs 13 and 14 of this Section 1.

<u>Customer Journey through Access to Work</u>

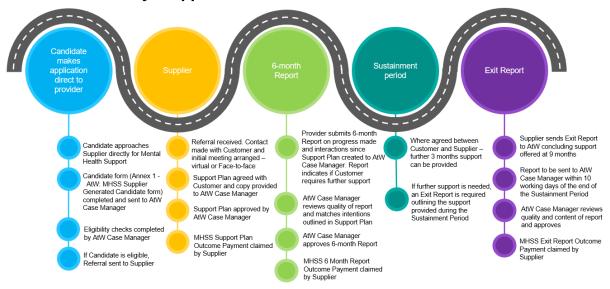
8. The Customer journey through AtW: MHSS is set out below. There are two slightly different journeys: one for Authority Candidates and one for Supplier Generated Candidates. A more detailed process will be included in the AtW: MHSS Provider Guidance provided to the AtW: MHSS Supplier in an update published prior to the Service Start Date.

9.

Access to Work Mental Health Support Services: Customer Journey: Authority Candidate



Access to Work Mental Health Support Services: Customer Journey: Supplier Generated Candidate



Delivery Location

10. The Authority is intending to award two AtW: MHSS Contracts, both covering England, Scotland, and Wales.

Volumes

11. **Historic volumes:** The total number of approved Support Plans for the period from April 2021 up to the end of March 2023 are as follows:

	Apr 21 to Mar 22	Apr 22 to
No. of Support	Iviar 22	Mar 23
Plans Approved	8,370	10,550

N.B. Figures taken from AtW Statistics. Years 'Apr 21 to Mar 22' impacted by response to Covid 19.

- 12. More detail and a breakdown of historic applications and referrals to Access to Work is available on Access to Work statistics GOV.UK (www.gov.uk).
- 13. **Future volumes:** Indicative annual volumes for the number of approved Support Plans to be submitted during the whole AtW: MHSS service are included in the table below. It should be noted that the demand led nature of the AtW programme means volumes may fluctuate and AtW: MHSS Suppliers will need to be capable of managing such fluctuations and unpredictable demand, whilst meeting the needs and requirements of the Authority.

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	20 th Aug 24	Apr 25 to	Apr 26 to	Apr 27 to	Apr 28 to
	to Mar 25	Mar 26	Mar 27	Mar 28	19 th Aug 28
No. of Approved Support Plans Expected to be Submitted	7,688	11,762	11,998	12,238	5,200

14. Indicative annual volumes for the number of approved Support Plans to be submitted per AtW: MHSS Contract are included in the table below. For Authority Candidates, it is anticipated that volumes will be referred according to National Insurance Number, (as set out in paragraph 3 of Section 2, subject to paragraphs 4 and 5 of Section 2) and so these volumes represent the numbers in the table at paragraph 13 above divided by two.

	20 th Aug 24 to Mar 25	Apr 25 to Mar 26	Apr 26 to Mar 27	Apr 27 to Mar 28	Apr 28 to 19 th Aug 28
No. of Approved Support Plans Expected to be Submitted	3,844	5,881	5,999	6,119	2,600

- 15. More detail and a breakdown of historic applications and referrals to Access to Work is available on Access to Work statistics GOV.UK (www.gov.uk).
- 16. <u>The Authority does not guarantee any volumes of work within either AtW: MHSS Contract.</u>

Section 2: Service Requirements

Design and content

- 1. AtW: MHSS provides flexible and personalised support for Customers experiencing issues with their mental health while in employment.
- 2. The Authority is intending to enter into two AtW: MHSS Contracts that together will deliver the specified services in **England, Scotland and Wales.**
- 3. The Authority is intending (but does not guarantee) to Refer Authority Candidates in equal numbers to each of the two AtW: MHSS Suppliers. Subject to paragraphs 4 and 5 of this Section 2, Authority Candidates are intended to be split based on the last two digits of a Customer's National Insurance number; Customers with a National Insurance number ending between 00 to 49 being referred to as **Supplier A** and Customers with a National Insurance number ending between 50 to 99 being referred to as **Supplier B**.
- 4. In exceptional circumstances, the DWP Case Manager may make the Authority Referral to the alternative AtW: MHSS Supplier. Examples of when this might occur include, but are not limited to, when (i) the Customer is an employee of one of the AtW: MHSS Suppliers; (ii) the Authority has implemented Level 3 of its Performance Management and Intervention Regime (as set out in Appendix 1 of Section 4) for one of the AtW: MHSS Suppliers; (iii) the Customer does not want to be referred to one of the Suppliers and the Case Manager deems this to be for a good reason and (iv) the Authority has issued a Performance Improvement Notice to one of the AtW: MHSS Suppliers in accordance with clause B5 of the Agreement.
- 5. The Authority reserves the right to make any alterations to the referral processes detailed in paragraphs 3 and 4 of this Section 2, and any such alterations will be at the sole discretion of the DWP Case Manager.
- 6. Supplier Generated Candidates will be referred to the AtW: MHSS Supplier that provided the Customer details to the Authority, via the process outlined in paragraph 8 of Section 1.
- 7. A summary of the scope of the services required by the AtW: MHSS Suppliers is as follows:
 - Provision of mental health focused, work-related support by a suitably experienced professional (as further detailed in paragraph 25 below) to help the Customer to maintain sustainable employment, over the following periods:
 - The Support Period;

- Following this, there may be an additional Sustainment Period, during which the Supplier and Customer can decide the extent of any ongoing engagement during the Sustainment Period, if any, depending on the Customer's needs;
- Provision of a specified Support Plan (as set out in Annex 2) and a 6 Month Report (as set out in Annex 3) for every Customer in receipt of support;
- For those Customers who require further support throughout the Sustainment Period, provision of an Exit Report (as set out in Annex 4), indicating why the Sustainment Period was required, and what specific support was provided during the additional 3-month period;
- All MHSS Reports are required to meet the quality standards (as set out in Annex 5);
- Signposting Customers to other external support provisions, where appropriate; and
- Collating and supplying Management Information as specified in the Agreement.

Method of Delivery

- 8. All support offered to Customers by the AtW: MHSS Suppliers must be available face-to-face and via virtual means e.g. telephone or video call.
- 9. AtW: MHSS Suppliers must offer meetings/interventions in the Customer's preferred format. If the Customer has no preference, virtual support will be selected as default (although the Customer retains the right to request that any future meeting/intervention be conducted face-to-face).
- 10. Any virtual means of support or communication between the AtW: MHSS Suppliers and Customers must meet the Authority's security requirements as set out in Schedule 2.4 of the Agreement.

Marketing / Promotion of AtW: MHSS

- 11. AtW: MHSS Suppliers will be expected to market AtW: MHSS and provide the Authority with Supplier Generated Candidates.
- 12. AtW: MHSS Suppliers' marketing strategies for AtW: MHSS should be specifically targeted at increasing participation from employees of SMEs (and not Large Employers).
- 13. The Authority retains final approval on all marketing activities and initiatives in its sole discretion. AtW: MHSS Suppliers will prepare yearly marketing plans and shall attend periodic marketing review meetings with the Authority. These meetings shall seek to:

- ensure that marketing plans concentrate only on increasing participation from employees of SMEs and self-employed individuals and not Large Employers;
- ensure that the number of starts achieved remains in line with the volumes indicated in this Specification or as otherwise indicated to the Supplier to meet the needs and requirements of the Authority;
- review the previous period's marketing efforts and the results achieved in increasing participation from employees of SMEs (for the avoidance of doubt excluding Large Employers) and self-employed individuals, including lessons learned and areas for improvement;
- provide a forum to work collaboratively and share best practice.
- 14. 'Blanket' marketing that is unlikely to specifically target employees of SMEs (for the avoidance of doubt excluding Large Employers) and self-employed individuals, for example via social media/flyers/posters etc. is unlikely to be approved by the Authority, and should be avoided.
- 15. Unless otherwise expressly approved by the Authority, AtW: MHSS Suppliers are prohibited from actively marketing AtW: MHSS to Large Employers directly, or from establishing new, or continuing existing, working relationships with Large Employers with a view to obtaining Supplier Generated Candidates.
- 16. Should AtW: MHSS Suppliers be approached directly by any Large Employers looking to establish new, or continue existing, working relationships with a view to providing Supplier Generated Candidates, AtW: MHSS Suppliers should signpost such Large Employers to the Authority and not engage further with them.
- 17. To enable promotion of AtW: MHSS and allow for Customers to apply directly, AtW: MHSS Suppliers will be required to accept applications online and / or via telephony. DWP Case Managers will retain control over Customer eligibility for all applications to AtW: MHSS.

Out of Scope of this Specification

- 18. As part of the Agreement, the Supplier must not:
 - Perform AtW: MHSS in any geographical territory other than England, Scotland and Wales;
 - Comment upon or provide advice to the Customer about any aspect of the AtW programme;
 - Provide any clinical assessment or diagnosis of mental health;

- Provide mental health focused work-related support in excess of the Support Period and Sustainment Periods specified by the Authority for any individual Referral;
- Engage in direct marketing of AtW: MHSS to Customers, once they have completed their time on the Programme;
- Offer mental health training or any other mental health education to employers.
- 19. The Programme does **NOT**;
 - Replace any existing healthcare or support available to or being provided to the Customer;
 - Replace existing employee wellbeing schemes provided by employers;
 - Provide clinical support such as treatment, therapeutic counselling, Cognitive Behavioural Therapy (CBT) or medical interventions. Individuals who may have a need for psychotherapeutic or other clinical support that is not currently being addressed should be signposted appropriately (e.g. to their General Practitioner) and encouraged to make contact.

Payment

- 20. The AtW: MHSS Suppliers will use the Provider Referrals and Payment ("PRaP") system to receive their referrals and to record Customer activity. Each AtW: MHSS Supplier will therefore need to have met relevant security requirements as set out in Schedule 2.4 of the Agreement before the Service Start Date.
- 21. The administering of invoices and approval of payments for the Programme will be via the PRaP system. Information on referrals and payments will be included in the AtW: MHSS Provider Guidance provided to the AtW: MHSS Supplier prior to the Service Start Date.
- 22. Direct access to PRaP will be limited to AtW: MHSS Suppliers. More information on PRaP can be found at:

https://www.gov.uk/government/publications/provider-referrals-and-payments-prapsystem-for-dwp

23. The fee for the Services will be established as a result of the tender process and will be calculated and payable in accordance with the payment model set out in Section 3 below and Schedule 7 of the Agreement. The Supplier shall ensure that payment requests for approved MHSS Reports are input to the PRaP system within one (1) Month of approval being given by the Authority. Suppliers shall have adequate contingency plans in place in case they experience temporary issues accessing PRaP, to enable the continued processing of Referrals.

Supplier Staff

24. The Supplier shall:

- provide suitably experienced professionals to act as MHSS Coaches for the duration of the Agreement. MHSS Coaches should have a minimum of one (1) year's relevant professional experience of working with people with mental health issues and conditions in an employment or workplace setting;
- ensure that MHSS Coaches engaged on the Agreement have the necessary competencies including, but not limited to:
 - o excellent communication skills, both written and verbal;
 - proven skills and knowledge to support people with mental health issues to remain in work in an employment or workplace setting;
 - the ability to understand and analyse factors relating to the work environment, such as how the nature of the job, organisational practices and culture may contribute to a Customer's mental health condition or issue;
 - the ability to demonstrate empathy and the capacity to build trust;
 - the ability to work under instruction and within a team;
 - o the ability to establish appropriate relationships with Customers;
 - the ability to understand and follow policies and procedures relating to confidentiality;
 - o an awareness and understanding of safeguarding vulnerable adults;
 - o an understanding of health and safety issues;
 - an understanding of the Supplier's suicide prevention processes and guidance.
- ensure that MHSS Coaches and other Staff that have direct dealings with Customers are screened and vetted in accordance with the HMG requirements described in <u>HMG baseline personnel security standards</u> -<u>GOV.UK (www.gov.uk)</u>. The Supplier must ensure and provide evidence that such Staff are fully vetted and have passed a Disclosure Barring Service check prior to commencing working with Customers;
- ensure that MHSS Coaches and other Staff that have direct dealings with Customers comply with legislation relating to safeguarding and protecting vulnerable groups;
- have in place and provide to the Authority on request, a process for suicide prevention, in cases where a Customer indicates thoughts of self-harm or suicide;

- provide and fund appropriate CPD for Coaches in their area of expertise, at no extra cost to the Authority. Such activity must not interfere with, or interrupt, the Suppliers' obligations and delivery. The Supplier must have systems in place to share and improve best practice and shall make available on request by the Authority evidence of their Staff's CPD;
- have in place infrastructure and communication technology which meets the business requirements of the Authority;
- ensure all other Staff engaged on the Agreement are fully trained with all
 the skills required for the work for which they are employed. Where training
 is required, the Supplier shall provide and fund this at their own cost and it
 shall not interfere with, or interrupt, the Suppliers' obligations and delivery.
 In particular, Staff shall be conversant with both the operating procedures
 of the Authority and the Supplier, and how to deal with Customers;
- communicate in a timely, professional, effective and courteous manner at all times when liaising with Customers;
- provide a telephone Help Desk that will be the contact point for the Authority and Customers. The Help Desk must:
 - provide an adequately staffed telephone service between the hours of 08:30 and 17:30 on all Working Days of the Programme;
 - o answer all telephone calls within ten rings;
 - call the Customer or the Authority back within three hours if enquiries cannot be concluded immediately;
 - monitor their own response rates and be able to demonstrate that the specified levels of service are being met, making this evidence available on request by the Authority;
 - provide an electronic means of contact (i.e. email address/es) for accessibility purposes and acknowledge receipt of enquiries.
- process requests made by Customers or the Authority and be able to demonstrate that they are prioritised and processed in an efficient, quick and customer-focused and cost-effective manner;
- in addition to the meetings required pursuant to Schedule 8.1 of the Agreement and the customer service standards applicable pursuant to Schedule 2.2, attend ad hoc meetings as and when required, either on the Authority's premises, or via electronic means. At least three (3) Working Days' notice will be given by the Authority for a face-to-face meeting at any of the Authority's premises;
- in addition to the meetings required pursuant to Schedule 8.1 of the Agreement, attend periodic meetings with the Authority Representative to discuss performance (minimum monthly frequency);

- have a risk management process in place which is available for review and approval by the Authority Representative on a monthly basis upon request;
- meet any reasonable requests made by Customers to accommodate additional needs at no extra cost to the Authority. Additional needs may include but are not limited to: a MHSS Coach of the same gender as the Customer; and/ or an interpreter or a signer capable of British Sign Language. When an additional need is identified at the initial contact meeting and it is not practical to accommodate it immediately, the Supplier shall ensure that an alternative appointment is arranged and held within two (2) Working Days and shall ensure that the Customer's additional need is accommodated at all relevant future scheduled appointments/ interventions;
- ensure that Staff do not use any prohibited or controlled substances on duty. Staff that are, or appear to be, under the influence of alcohol, prohibited substances or abusing controlled substances shall not be permitted to provide the Services. The Authority reserves the right to instruct the Supplier not to use a MHSS Coach again. In the event of any disagreement, the decision of the Authority Representative shall be final.

MHSS Coaches

- 25. The Authority will require the MHSS Coach to:
 - contact the Customer to make an appointment and record the appointment on PRaP within two (2) Working Days of receiving a PRaP Referral to initiate the workplace-related mental health support. The MHSS Coach shall:
 - offer the Customer several appointment slots within the timeframe specified in the AtW: MHSS Contract;
 - keep a record of all appointments offered to the Customer;
 - make several attempts at various times within 2 Working Days of the PRaP Referral to contact the Customer to agree a meeting;
 - use a variety of media to contact Customers, using the Customers' preferred method wherever possible (eg: mobile phone, landline, email, videolink - whichever is the customer's preferred method) and record all information regarding attempted Customer contact; and
 - ensure that the attempts to contact the Customer are made at different times of the day to avoid conflicting with regular scheduled commitments the Customer may have (eg: school run).

- arrange and undertake the initial meeting, either face-to-face or virtual based on the Customer's preference, to ascertain and agree delivery of the Customer's work-related mental health support needs;
- produce a completed specified AtW: MHSS Support Plan (as set out in Annex 2), signed by the Customer (electronic or wet signature), within thirtyone (31) calendar days of receipt of the PRaP Referral;
- deliver the agreed, and any subsequently identified, work-related mental health support to the Customer to the agreed timescales, providing solutionfocused interventions to help retain the Customer in work;
- add specified detail on the interventions and support offered to the Customer, as well as charting the Customer's progress, throughout the Support/Sustainment Period (as applicable), to the relevant MHSS Report;
- produce a completed specified AtW: MHSS 6 Month Report (as set out in Annex 3), signed by the Customer (electronic or wet signature), within ten (10) Working Days of the end of the Support Period;
- produce a specified AtW: MHSS Exit Report (as set out in Annex 4) if required, signed by the Customer (electronic or wet signature), within ten (10) Working Days of the end of the Sustainment Period;
- return to the Authority's specified e-mail address, an Encrypted Email with an electronic copy of the completed MHSS Reports to the standards specified in Annex 5;
- have an awareness of other external support which may be suitable for the Customer and highlight this if appropriate, either in addition to, or instead of, MHSS;
- have a thorough understanding of the purpose of AtW: MHSS and all relevant factors that impact on the Customer's workplace-based mental health issues;
- demonstrate a sound understanding of the breadth of workplace-based mental health issues which may be experienced by AtW: MHSS Customers and appropriate support options to address these;
- remain as the Customer's MHSS Coach throughout the whole Support Period (wherever possible).
- notify the DWP Case Manager immediately should the Customer leave their job, become long-term sick, or no longer want or need the support within the Support Period or Sustainment Period. Further detail will be available to the Supplier in the Provider Guidance which will be published prior to the Service Start Date.

Quality

- 26. The Supplier shall ensure that each MHSS Report is completed to the specified standards set out in Annex 5 of this Specification.
- 27. Any MHSS Report supplied to the Authority that is deemed by the Authority as being not to the standard specified in Annex 5 of this Specification must be amended and resubmitted by the Supplier, at the Supplier's expense, within one (1) Working Day of notification by the Authority that the report does not comply with the specified standard.
- 28. The Authority shall specify the reasoning for the MHSS Report being returned for Rework.
- 29. MHSS Reports that have been returned for Rework shall be provided by the Supplier to the standard specified in Annex 5 and within the timescales specified in paragraph 27 above and returned by the Supplier using Encrypted Email to the DWP Case Manager.
- 30. The Supplier shall ensure that it has robust arrangements in place for managing and monitoring service delivery to ensure that the Programme is of a sufficiently high quality.

Management Information ("MI")

- 31. The Authority will use MI presented by PRaP for the ongoing management of the Programme and for discussion with the Supplier.
- 32. To further support active performance management of the Agreement, the Supplier shall also submit a MMIR to the Authority on a monthly basis. The Supplier shall use the MMIR template provided to it by the Authority in the Provider Guidance, as may be amended from time to time. The MMIR shall include as a minimum, but shall not be limited to, the following information:
 - Number of Referrals received in Month and year to date;
 - Number of Support Plans approved by the Authority in Month and year to date:
 - Number of 6 Month Reports approved by the Authority in Month and year to date;
 - Number of Exit Reports approved by the Authority in Month and year to date;
 - Number of Reworks in Month and year to date;
 - Specific details of the reasons for each Rework required, in Month and year to date

- Specific details of Reworks returned outside one (1) Working Day and the reasons for the delay;
- Specific details of AtW: MHSS Support Plans (as set out in Annex 3) returned outside one (1) calendar month and the reasons for the delay;
- Specific details of 6 Month Reports (Annex 5) returned outside ten (10) Working Days and the reasons for delay;
- Specific Details of Exit Reports (Annex 6) returned outside ten (10) Working Days and the reasons for delay;
- Specific details of withdrawals made by Customers (including reasons for withdrawal) in Month and year to date prior to:
 - Completion of the Support Plan;
 - Completion of the 6 Months Report;
 - Completion of the Exit Report.
- A breakdown of referrals, in Month and Programme to date, detailing the referral route (e.g. Authority Candidate or Supplier Generated Candidate).
 For all referrals, data should be provided on how each Customer heard about MHSS (e.g. Supplier marketing event, via their General Practitioner, via Occupational Health, via their employer etc.)
- The number of Customers who have required the Sustainment Period:
- Specific details of complaints handled by the Supplier and time taken to resolve to the Customer's satisfaction (in Working Days);
- Specific details of complaints forwarded to the Authority;
- An anonymised list of all Staff engaged with Customers on the Agreement detailing their skills, experience and clearances;
- An anonymised list of all Supplier Personnel engaged with Participants under the Agreement detailing their skills, experience and clearances;
- 33. The Authority may amend and / or supplement the information it requires in the MMIR at any time, including but not limited to amendments to cover the Supplier's organisational structures and mechanisms for delivery of the Services.
- 34. The Supplier shall allow, and provide, the Authority access to all MI throughout the life of the Agreement and maintain all data as specified in the Agreement.
- 35. As and when directed by the Authority or Authority Representative, a Supplier shall collect statistical data relevant to the Services being provided. The

Supplier shall make available for inspection all such records upon the request of the Authority within ten (10) Working Days.

36. The yearly MI must comprise:

- A full list of all primary mental health conditions that affect Customers (excluding all Customers' Personal Data);
- Customer demographics (including age, and geographical location);
- A report (using data from the MHSS Reports) covering Customers' evaluations of their mental health and journey using the Services. Alongside this, the raw data must be submitted in an anonymised format for the Support Plan, 6 Month Report and Exit Report. This should include:
 - All questions from the second table (completed by the Customer) of the Support Plan, 6 Month Report and Exit Report;
 - Mental health disclosure rates from the Support Plan, 6 Month Report and Exit Report;
 - Customers' Employer (or where relevant that they are self-employed), segregated by size and sector;
 - Any other support that Customers have accessed during, or immediately prior to accessing the Services, such as any employee wellbeing courses provided by their employer;
 - Reasons why Customers (where applicable) required the Sustainment Period;
 - A list of Customers who consented to being contacted by the Authority (or the Authority's representatives) for the purpose of evaluating the Services;
 - Any other information that the Authority deems reasonable to request from the Supplier.
- A summary report for all delivery Staff detailing all CPD activities undertaken in the last 12 Months and a forward look plan for the next 12 Months. This should include how and why the activities were selected and the benefits of these activities to the delivery of the Agreement.

Enquiries and Complaints

37. The Supplier must have an appropriate and effective complaints process across its whole supply chain to resolve Customers' complaints. The Supplier must explain its complaints process to the Customer in its first contact with them and make a clear reference to the Independent Case Examiner (ICE) and their role, including contact details. More information regarding the

Independent Case Examiner can be found in the Generic Guidance for DWP Providers document - Generic guidance for DWP providers - GOV.UK (www.gov.uk). The Supplier must seek to resolve problems internally.

- 38. The Supplier should refer to the Complaint Resolution Core Briefing Pack for Providers (a link to this pack is given in the <u>Generic guidance for DWP providers GOV.UK (www.gov.uk)</u>) and the DWP Customer Charter (see Section 2, paragraph 47 of this Specification) when reviewing its processes.
- 39. The Supplier must document any discussions and their outcomes, allowing the Customer to see and sign the record. The Customer will be told the outcome of issues raised by them through the complaints procedures.
- 40. Where a Customer is unhappy about the service they receive from the Supplier and raises a complaint, the Supplier should ensure that it follows each step of its detailed process robustly in order to bring the complaint to a satisfactory conclusion.
- 41. After following all steps in the Supplier's process, it must include in its final response to the Customer a standard text which signposts the Customer to contact ICE should they wish to pursue their complaint.
- 42. ICE will mediate between the Supplier and the Customer to broker a resolution. If a resolution cannot be agreed between either party, ICE will undertake a full investigation of the complaint. To ensure that a thorough investigation can take place, the Supplier must provide all the paperwork which relates to the complaint. The ICE office will ask for these when required.
- 43. The Supplier shall forward any information required for the Authority in order to address or respond to the following:
 - Treat Official correspondence (Public (or 'Treat Official') correspondence consists of letters or emails from members of the public or organisations and is replied to by officials rather than a Minister);
 - Ministerial correspondence;
 - Freedom of Information requests
 - Parliamentary questions;
 - Ministerial briefings;
 - Parliamentary Commissioner for Administration cases;
 - Press enquiries;
 - Other ad hoc gueries from third parties.

44. Any requests for information made directly to the Supplier by any third-party organisation shall be forwarded to the Authority and not replied to by the Supplier.

Contract Management

- 45. Where the Supplier identifies problems relating to any aspects of the Services, they shall be responsible for ensuring that such problems are resolved in a manner approved by the Authority Representative in writing.
- 46. The Supplier shall report in writing to the Authority Representative any proposed changes to the way in which the Services are accessed or suggestions for improving the efficiency of the Services provided. Any change in connection with this paragraph 46 shall be made in accordance with the Change Control Procedure (as defined in Schedule 1 (Definitions) of the Agreement.

DWP Customer Charter

47. The Authority is committed to providing high quality and efficient services to our Customers. The DWP Customer Charter sets out the standards that Customers can expect and what their responsibilities are in return. The Authority is dedicated to raising the standards of all its contracted provision and require all providers and sub-contractors to embed the principles of the Customer Charter into the services they deliver on the Authority's behalf. The Customer Charter can be found at: http://www.dwp.gov.uk/docs/customer-charter-dwp.pdf

Social Value

- 48. The Supplier acknowledges that improving health and wellbeing is key to the Authority in the delivery of the Agreement.
- 49. The Supplier shall:
 - carry out the actions and activities set out in its response to Technical Question 4.1 - Social Value of the invitation to tender for the procurement of the Agreement, as set out in the Tender; and
 - ensure that its conduct in providing the Services and any other actions in connection with the Agreement are reflective of the principles set out in its response to Technical Question 4.1 - Social Value of the invitation to tender for the procurement of the Agreement, as set out in the Tender.

Section 3: The Commercial Approach

Anticipated Contract Value

- 1. Anticipated value for the Programme for the initial four years will be £45,870,000 exc. VAT (£55,044,000 inc. VAT) across both AtW: MHSS Contracts. The "Anticipated Contract Value" for each AtW: MHSS Contract is therefore anticipated to be £22,935,000 exc. VAT (£27,522,000 inc. VAT).
- 2. Anticipated value for the Programme for the initial four years + additional two years will be £68,800,000 exc. Vat (£82,560,000 inc. VAT) across both AtW: MHSS Contracts.

Payment Model

- 3. The AtW: MHSS payment model will be on the basis of a payment by results model with an Outcome Payment as specified in paragraph 4 of this Section 3 for each delivery by the Supplier to the Authority of an MHSS Report in accordance with the Specification, as more particularly described in the definition of "Outcome Payment" in Schedule 1 (Definitions) of the Agreement.
- 4. The total fee that may be payable in relation to a particular Customer (assuming the Customer is on the Programme during the Support Period and Sustainment Period and all payment criteria are met) ("Total Possible Fee") for the specified support will be established via the tender process and paid in up to 3 amounts:
 - The initial payment will consist of 30% of the Total Possible Fee. This will be paid following receipt of the specified MHSS Support Plan, once it has been approved by the Authority as being to the required quality standard (see Annex 5).
 - The second payment will consist of 50% of the Total Possible Fee. This will be paid following receipt of the specified MHSS 6 Month Report, once it has been approved by the Authority as being to the required quality standard (see Annex 5), provided that the Customer remains on the Programme and is in employment on the last day of the Support Period.
 - The final payment will consist of 20% of the Total Possible Fee. This
 will be paid following receipt of the specified MHSS Exit Report, once
 it has been approved by the Authority as being to the required quality
 standard (see Annex 5), provided that the Customer remains on the
 Programme and is in employment on the last day of the Sustainment
 Period.

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- 5. The Supplier is only entitled to claim the second and third payments if the Customer is in employment on the given date, however such payments are not interdependent and the Supplier may continue to be entitled to the third payment (if the relevant criteria are met) even if the criteria for the second payment were not met (and vice versa).
- 6. The Supplier must Rework, at the Supplier's own cost, any MHSS Reports that are not to the required quality standard (as set out in Annex 5), as determined by the Authority.
- 7. The Supplier must ensure that they update the PRaP system promptly and accurately.

Section 4: Delivery Expectations

Introduction

- 1. This section provides an overview of the delivery expectations relating to quality, performance and contract management for the Agreement. Supporting information will be detailed in the AtW: MHSS Provider Guidance published prior to the Service Start Date.
- 2. The Authority is committed to raising the standards of its contracted provision, making continuous improvement an integral part of its contracting arrangements.

Key Performance Indicators

3. The Key Performance Indicators are detailed below. The KPI Targets are minimum performance levels the Supplier shall meet and maintain for the duration of the Agreement. The Authority expects the Supplier's performance to continually improve throughout the term of the Agreement.

		Target	
Key Performance Indicator	Description	For Customers Referred between Aug 24 and Aug 26	For Customers Referred from Sep 26 onwards
KPI 1: Acknowledging the referral	Referral acknowledged on PRaP by the Supplier within one (1) Working Day of receipt from the Authority		9%
KPI 2: Arranging the appointment	Initial contact and appointment made by the Supplier with the Customer within two (2) Working Days following receipt of the Referral from the Authority	96	: %
KPI 3: Submitting the Support Plan	Support Plan meets the required quality standard and is returned within 31 calendar days starting with the date of Referral by the Authority	90%	95%
KPI 4: Submitting the 6 Month Report	6 Month Report meets the required quality standard and is returned to the Authority within ten (10) Working Days following the end of the Support Period	90%	95%
KPI 5:	Exit Report meets the required quality standard and is returned to the Authority within ten (10)	90%	95%

Submitting the Exit Report	Working Days following the end of the Sustainment Period	
	Percentage achievement against the following three Social Value measures;	
	1 - Percentage of all companies in the supply chain of the Supplier under the Agreement to have implemented measures to improve the physical and mental health and wellbeing of employees. (Note: Treat as 'achieved' if 100%)	
Social Value: Improve Health and Wellbeing	2- Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work	100% 'achieved'
(the "Social Value KPI")	commitment. (Note: Treat as 'achieved' if 100%)	
	3- Percentage of all companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than 500 employees, in Thriving at Work. (Note: Treat as 'achieved' if either a) achieved or b) no companies with more than 500 employees) in the Supply Chain	

Publication of Key Performance Indicators (KPIs)

- 4. The Authority is required to capture the performance of the AtW: MHSS Suppliers by recording their achievements against the top three KPIs for the Agreement, plus any Social Value KPIs, with the performance data being reported to the Cabinet Office quarterly for publication on GOV.UK.
- 5. For the Agreement, the top three KPIs are KPIs 3, 4 and 5 and the performance data will be captured on a rolling 12 Month basis (as referred to in paragraph 14 of this Section 4) and reported quarterly in arrears. The Social Value KPI data shall also be reported quarterly in arrears. Performance levels will be measured as per paragraph 6 of this Section 4.
- 6. The Key Performance Indicators that will be published, and the associated "Cabinet Office 4 Tier Performance Levels" are as follows:

Key Performance Indicator	Description	Cabinet Office Four Tier Performance Levels (for Customers Referred Aug 24 to Sep 26)	Cabinet Office Four Tier Performance Levels (for Customers Referred Oct 26 onwards)
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	1	1	
KPI 3: Submitting the Support Plan	Support Plan meets the required quality standard and is returned within 31 calendar days starting with the date of Referral by the Authority	4 - Good = 90% and above 3 - Near Target = 87.5% to 89.9% 2 - Needs Improvement = 85% to 87.4% 1 - Inadequate = Less than 85%	4 - Good = 95% and above 3 - Near Target = 92.5% to 94.9% 2 - Needs Improvement = 90% to 92.4% 1 - Inadequate = Less than 90%
KPI 4: Submitting the 6 Month Report	6 Month Report meets the required quality standard and is returned to the Authority within ten (10) Working Days following the end of the Support Period	4 - Good = 90% and above 3 - Near Target = 87.5% to 89.9% 2 - Needs Improvement = 85% to 87.4% 1 - Inadequate = Less than 85%	4 - Good = 95% and above 3 - Near Target = 92.5% to 94.9% 2 - Needs Improvement = 90% to 92.4% 1 - Inadequate = Less than 90%
KPI 5: Submitting the Exit Report	Exit Report meets the required quality standard and is returned to the Authority within ten (10) Working Days following the end of the Sustainment Period	4 - Good = 90% and above 3 - Near Target = 87.5% to 89.9% 2 - Needs Improvement = 85% to 87.4% 1 - Inadequate = Less than 85%	4 - Good = 95% and above 3 - Near Target = 92.5% to 94.9% 2 - Needs Improvement = 90% to 92.4% 1 - Inadequate = Less than 90%
Social Value: Improve Health and Wellbeing (the "Social Value KPI")	Percentage achievement against the following three Social Value measures; 1 - Percentage of all companies in the supply chain of the Supplier under the Agreement to have implemented measures to improve the physical and mental health and wellbeing of employees. (Note: Treat as 'achieved' if 100%) 2- Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental	4 - Good = 100% 3 - Near Target = 66.0% to 2 - Needs Improvement = 3 1 - Inadequate = Less than	3.0% to 65.9%

Health at Work commitment. (Note: Treat as 'achieved' if 100%)

3- Percentage of all companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than 500 employees, in Thriving at Work. (**Note**: Treat as 'achieved' if either a) achieved or b) no companies with more than 500 employees) in the Supply Chain.

The three Social Value measures are measured individually, but marked collectively. For example, in order to achieve a score of 3 (Near Target), the AtW: MHSS Bidder must have achieved 2 out of 3 of these measures

7. For the avoidance of doubt, the "Cabinet Office 4 Tier Performance Levels" are for reporting purposes only, and do not affect whether a KPI Target has been met for performance purposes under the Agreement.

Customer Insight

8. Every Month, the Supplier will be required to obtain information from Customers on the usefulness of the Programme. This will be done by the Supplier asking the specific question(s) to each Customer and following up (by email, link to a provider portal, website or on-line survey and where no other option available, by telephone) as detailed below.

Question 1: "Thinking about your overall experience of the services provided, how satisfied are you with the AtW Mental Health Support Service?"

Very satisfied;

Fairly satisfied:

Fairly dissatisfied;

Very dissatisfied.

Question 2: "Please can you tell us more about why you chose your response? Please be as detailed and specific as possible."

- 9. Customers will be required to record their response to the questions. Where Customers provide responses by telephone, the Supplier will create and maintain a detailed written record of the responses. The Supplier is required to collate and anonymise the Customer responses in the template document to be provided by the Authority.
- 10. The Supplier will send the completed template document to the Authority by 5pm on the 15th day of the following Month. If the 15th day happens to be a non-Working Day, then the deadline shall move to the next Working Day. The Supplier will retain all Customer responses for the duration of the Agreement, and for a period of 7 years following the expiry or termination of the Agreement, as set out in Schedule 7.4 of the Agreement, which the Authority may request to review following the expiry or termination of the Agreement.
- 11. The Authority reserves the right to:
 - a. publish the Customer responses (anonymised) or a summary of the Customer responses (either in the form provided, or in any other form the Authority sees fit);
 - b. amend, or add to, the specific questions that the Supplier asks each Customer on a Monthly basis;
 - c. require the Supplier to ask the Customer the questions on a more or less regular basis;
 - d. to vary the frequency in which the Supplier is required to collate the Customer responses;
 - e. to vary the deadline for providing the Authority with the completed template document; and
 - f. to amend the template document.

Performance Management

12. The Authority may, in its sole discretion, utilise its "Performance Management and Intervention Regime" (PMIR) – see Appendix 1 of this Section 4. This approach will centre on monthly CPR meetings which are intended to be the key vehicle through which the Authority drives delivery of performance and service delivery through the AtW: MHSS Contracts. The Supplier shall cooperate in the operation of the PMIR and take such action and provide such reasonable assistance, information and access as is necessary to facilitate the operation of the PMIR.

- 13. CPRs will be conducted by the Authority with the Supplier and will focus on reviewing the Supplier's delivery of the Services against the contractual performance levels. Supplier performance will be managed on both quantitative and qualitative aspects of each AtW: MHSS Contract, including, but not limited to, an in-Month, rolling three-Month, rolling 12-Month and cumulative basis from the Service Start Date.
- 14. The Authority will use MI presented by PRaP for the ongoing management of the Programme and for discussion with the Supplier. The Authority will also expect the Supplier to capture and use their own MI and retain evidence for contractual and performance purposes.
- 15. The Authority's performance teams may visit Supplier premises or undertake assurance remotely on an ad hoc (announced and unannounced) basis to investigate performance; for example, under-performance or high performance.
- As the Authority is committed to transparency on how its programmes are working, the Supplier acknowledges that MI may be shared across AtW: MHSS Suppliers and may also be fed into published official statistics of the Authority. The Supplier must treat information they have access to as restricted, and for their use only, ahead of formal publication. Official statistics may also cover the Authority's assessment of the Supplier's delivery of the Services against the KPIs at AtW: MHSS Supplier level.
- 17. At a national level, the Authority will host regular operations, partnership and stakeholder forums to give a strategic focus to Programme performance and delivery.
- 18. Where applicable, the Authority may exercise its right to move through the four stages of intervention, as deemed appropriate by the Authority, according to the Supplier's level of performance and responsiveness to meeting requirements. This is in addition to any other rights or remedies available to the Authority under the Agreement.
- 19. The Authority will also conduct regular evidence-based compliance checks to assess the performance of the Supplier and to ensure that the Supplier is adhering to the delivery model set out in the Agreement. As part of such compliance checks and verifying the validity of "Outcomes" (as defined in Schedule 1 of the Agreement) pursuant to Clause C4 of the Agreement, the Authority shall be permitted to carry out verification checks with Customers directly. Checks will be conducted on the service delivery requirements as described in the "Customer Journey" (see paragraph 9, Section 1 of this Specification), the KPIs and in the MMIR. These measures, and the Supplier's ability to meet them, will be regularly assessed by DWP Performance Managers as part of business as usual.
- 20. The Supplier must have the necessary remote IT equipment, which must comply with the relevant Authority policies as defined in the appropriate section of the Agreement, to enable the Authority to carry out centralised checks of the Supplier's systems; this includes the provision of any necessary electronic evidence that is required to undertake the checks effectively.

Appendix 1 - Performance Management and Intervention Regime levels

The four Levels of the Performance Management and Intervention Regime are;

Level 1: **Standard action** – DWP Performance Manager led. Performance will be managed on both quantitative and qualitative aspects of the contract as detailed above.

Level 2: **Enhanced action** – DWP Performance Manager / DWP Senior Performance Manager led. An action plan will be used to capture all agreed actions for performance improvement including incremental performance and pipeline data that may lead to outcomes, review dates and the Management Information to inform the KPIs.

Level 3: **Informal action** – DWP Provision Lead or above led. Supplier will be invited to a meeting to discuss performance and will receive a management letter to request that performance improves. At this stage the Supplier will be informed that formal action could be taken in the event that performance does not improve.

Level 4: **Formal action** - DWP Provision Lead and DWP Commercial Lead led. The Authority will take formal default action by issuing a notice to address failure to respond to previous intervention activities undertaken. In the event that performance does not improve to the levels stipulated in the KPIs the Authority may take action to terminate the Agreement.

Section 5: Assurance and Governance

The Authority's Code of Conduct

- 1. The Authority's Code of Conduct spells out the key values and principles of behaviour which the Authority expects of its providers which are essential for creating healthy, high performing supply chains. Suppliers that contract with the Authority will be expected to operate in accordance with the Code of Conduct.
- 2. The Code can be found in Schedule 14 of the Agreement.

The Disability Confident Scheme

- 3. "Disability Confident" is a condition of contract with the Authority and Level 3 accreditation must, unless already obtained, be obtained within 12 Months of the commencement date of the CAEHRS between the Authority and the CAEHRS provider. If a CAEHRS provider does not achieve Level 3 accreditation within 12 Months of the commencement date of the CAEHRS between the Authority and that CAEHRS provider, the CAEHRS provider will be "Suspended" (as defined in the CAEHRS) until they obtain such Level 3 accreditation.
- 4. More information can be found at: <u>How to sign up to the Disability Confident employer scheme GOV.UK (www.gov.uk)</u>

Life Chances Through Procurement (LCTP)

- 5. The Authority is committed to increasing life chances and LCTP supports and enhances the Authority's progress against the sustainable development agenda.
- 6. The Supplier must adhere to the LCTP principles and comply with the LCTP requirements. Further information on LCTP Guidance for providers to the Authority can be found at: <u>Life chances through procurement guidance for DWP contractors GOV.UK (www.gov.uk)</u>

Annex 1 – AtW: MHSS Supplier Generated Candidate Form

An example AtW: MHSS Supplier Generated Candidate Form is provided below – the latest version will be available in the AtW: MHSS Provider Guidance

Provider Name:

Eligibility		
Is the Customer over 16 years old?	Yes or No (Delete as appropriate)	
Does the Customer live in Great Britain?	Yes or No (Delete as appropriate)	
Does the Customer have a mental impairment that has a substantial and long-term negative effect on their ability to undertake daily activities?	Yes or No (Delete as appropriate)	
If not, does the Customer have a mental health condition that impacts on their ability to work?	Yes or No (Delete as appropriate)	
If employed, is the Customer paid according to National Minimum Wage requirements?	Yes or No (Delete as appropriate)	
Is the Customer receiving Incapacity Benefit, Employment and Support Allowance or Income Support?	Yes or No (Delete as appropriate)	

Customer Details		
Title		
First name(s)		
Surname		

National insurance Number	
Date of birth	
Gender	
Ethnicity	
Home address	
Post code	
Home phone	
Mobile phone	
Email address	
Preferred contact method	
How did you hear about the service?	

Job Details		
Job title		
Start date		
Unique Tax Reference number (UTR) if self- employed		
Employer		
Employer contact (if given)		
Size of employer	number of employees: 1 – 49 / 50 – 249 / 250 + (Delete as appropriate)	
Employment sector	Public sector / Government / Private / Charity (Delete as appropriate)	
Work address		

Work post code	
Hours worked per week	
Working pattern (e.g. Mon to Fri 09:00 – 17:00)	
Currently attending work	Yes or No (Delete as appropriate)
Brief job description, including details of duties	

Mental Health Condition		
Customer's condition		
Effect that the Customer's condition has on their ability to do their job		
Any specific tasks or responsibilities the Customer cannot undertake		
Any relevant information regarding employer support around mental health and the Customer's relationship with their employer		
Any other useful background information regarding their work situation		
Is the Customer receiving any other mental health support? If yes please provide details	Yes or No (Delete as appropriate)	

Annex 2 – AtW: MHSS Support Plan

An example AtW: MHSS Support Plan is provided below – the latest version will be available in the AtW: MHSS Provider Guidance

For security purposes only include the Customer name and URN number as the method of identification.

Customer Name	
Customer URN	
Date of initial contact with	
the Customer	
Was the contact face-to-	
face or virtual	
Initial meeting date	
Is the Customer	Voc or No (Doloto ao appropriato)
attending work at the moment?	Yes or No (Delete as appropriate)
If Yes to the above,	
Please include hours worked per week and	
working pattern	
What is the primary nature	
of the Customer's mental health condition?	
NB: this does not need to	
be a formal diagnosis	
Advise on the specific	
support(s)/interventions you will be providing to the	
customer during the	
Support Period	
Please outline the aims of	
the support, provisional	

timescales and key milestones over the next 6 months, including what progress would look like	
What will be the frequency of contact and what format will this take? (e.g. monthly face-to-face meetings, fortnightly video calls etc.)	

The following section of the report is to be completed by the Customer.

Where applicable, please give a rating on a scale of 1-10, 1 being not at all, 10 being a great deal

Please also provide comments on how you feel.

How did you hear about AtW: MHSS? (Please delete as appropriate)	DWP (case manager referral, other routes) Employer Supplier's Advertising Employee receiving MHSS
	Other
If you responded 'other' to the previous question, can you provide further detail on how you heard about AtW: MHSS.	
How were you referred to AtW: MHSS?	Self-referral
(Please delete as appropriate)	Employer referral
	AtW Case Manager referral
If you responded 'other' to the	Other
If you responded 'other' to the previous question, can you provide further detail on how you were referred to AtW: MHSS.	

To what extent does your mental health condition affect the amount or type of work you can do in your current job? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10
To what extent do you feel you are at risk of losing your job due to your mental health condition? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10

Customer Declaration

I agree with the content of this Support Plan

Customer Signature	Date	
Support Provider Signature	Date	

Annex 3 – AtW: MHSS 6 Month Report

An example AtW: MHSS 6 Month Report is provided below – the latest version will be available in the AtW: MHSS Provider Guidance

For security purposes only include the customer's name and URN number as the method of identification.

This form is to be completed at the end of the Support Period, all questions relate to support given during this period.

Customer Name	
Customer URN	
Date initial Support Period started	
Date initial Support Period ended	
Date you last worked with the customer	
Please advise on the specific support/interventions provided during the last 6 months	
Will the customer be receiving an additional 3 months of support?	Yes or No (Delete as appropriate)
Please advise on any specific intervention (if needed) that will be required beyond the 6 month period and the reasons why the Customer requires it	
Advise on any other provision/support the Customer has been signposted to	
Is the Customer in employment?	Yes or No (Delete as appropriate)

If Yes please provide details including hours worked per	
week and working pattern	

The following section of the report is to be completed by the Customer.

Please give a rating of 1-10, 1 being not at all and 10 being a great deal, when appropriate.

Please also provide comments on how you feel.

To what extent does your mental health condition affect the amount or type of work you can do in your current job? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10
To what extent do you feel you are at risk of losing your job due to your mental health condition? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10
To what extent do you feel that MHSS has helped you to remain in employment? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10
As a result of the support that you have received from MHSS, to what extent are you able to manage your mental health condition at work independently. (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10

Customer Declaration

I agree with the content of this 6 Month Report

Customer Signature	Date	
Support Providers Signature	Date	

Annex 4 – AtW: MHSS Exit Report (9 months)

An example AtW: MHSS Exit Report is provided below – the latest version will be available in the AtW: MHSS Provider Guidance

This form is to be completed at the end of the Sustainment Period.

All questions relate to the support given during the Sustainment Period.

Customer Name	
Customer URN	
Date Sustainment Period started	
Date Sustainment Period ended	
Date you last worked with the Customer if different to end date above	
Advise on the energific	
Advise on the specific support/interventions provided to the Customer during the last 3 months	
Was the Customer signposted to any other provision/support? If Yes, please provide details	Yes or No (Delete as appropriate)
Is the Customer in employment? If Yes please provide details including hours worked per week and working pattern	Yes or No (Delete as appropriate)

The following section of the report is to be completed by the Customer.

The following section of the report is to be completed by the Customer: Give a rating of 1-10, 1 being not at all, 10 being a great deal.

To what extent does your mental health condition affect the amount or type of work you can do in your current job? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10
To what extent do you feel you are at r of losing your job due to your mental health condition? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10
To what extent do you feel that MHSS has helped you to remain in employment? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10
As a result of the support that you have received from MHSS, to what extent are you able to manage your mental health condition at work independently? (Please choose as appropriate, where 1 = Not at all and 10 = A great deal)	Choose a number between 1-10

Customer Declaration

I agree with the content of this Exit Report

Customer Signature	Date	
Support Provider Signature	Date	

Annex 5 - Standards

Specified Standard

- 1. The Authority is keen to ensure that the quality of AtW: MHSS Services provided by the Supplier is exemplary.
- 2. The Supplier is responsible for ensuring that Customers have access to suitable and high-quality support in a way that provides a good service and an excellent Customer experience. For AtW: MHSS to offer the most effective support possible to Customers, a number of key features are integral to delivery. In providing the Services, the Supplier is required to:
 - focus strongly on returning MHSS Reports within the contracted timescales;
 - provide accurate MHSS Reports;
 - demonstrate a sound understanding of the breadth of mental health issues which may be experienced by the Customer and the appropriate support to address the Customer's workplace-related mental health needs.
- 3. In particular, all MHSS Reports shall be in the format specified below and be fit for purpose:
 - legible and in plain language;
 - checked for grammar, spelling and punctuation;
 - well-presented and of good quality;
 - in point 12 Arial font (unless alternative requirements are needed due to the Customer's disability);
 - logically sequenced, clear, informative and complete;
 - fully detailed and consistent (please note it will be seen by the Customer);
- 5. It is important that the MHSS Reports are of good quality in accordance with the standards specified in this Annex 5 and the DWP Case Manager will define whether they are to the 'specified standard', based on the criteria below.
- 6. An MHSS Report may be deemed not to the standard specified in this Annex 5 and therefore rejected and returned for Rework if one or more of the following applies:
 - Incorrect information is reported;
 - No confirmation of whether Customer is or is not in employment;
 - There are spelling and/or grammatical errors;

- There is no full justification or insufficient detail for the support recommended:
- There is no explanation of how recommendations will address the Customer's support needs;
- It contains personal/confidential information reported to the Supplier that the Customer requested to be confidential and did not want to be disclosed on the report.
- 7. The MHSS Coach should ensure that they advise the Customer that they will report anything they tell them unless otherwise stated.
- 8. If the MHSS Coach wants to make the DWP Case Manager aware of any issues, a separate document can be added for the DWP Case Manager.
- 9. If an MHSS Report has been rejected, the Supplier will be notified by e-mail within five (5) Working Days of the receipt of the MHSS Report.
- 8. If the Authority decides that an MHSS Report is not to the standard specified in this Annex 5, the Supplier will be notified of the reason and will be required to review and resubmit the report within one (1) Working Day of its return.
- 9. If the Supplier is concerned about an MHSS Report that has been returned for Rework, it should refer to the Single Point Of Contact (SPOC) in the AtW Team (as designated by the Authority from time to time). In the absence of the SPOC, the Supplier should contact the AtW Business Support Team to determine the appropriate action to take.
- 10. The AtW Team will monitor the quality of MHSS Reports and the number returned to the Supplier as unacceptable on a monthly basis.
- 11. This information will be discussed formally as part of regular performance reviews led by the AtW Performance Manager.

Annex 6 - Definitions

[Drafting Note: The definitions shown in square brackets are defined in Schedule 1 of the Agreement. These definitions have been included in the Specification for ease of reference with the ITB. These will be removed from the Specification at the point it is incorporated into Schedule 2.1 of the final version of the Agreement].

[6 Month Report, MHSS 6 Month Report, or AtW: MHSS 6 Month Report as defined in Schedule 1 of the Agreement]

[Agreement means the contract of which this Specification forms part, as more particularly defined in Schedule 1 of the Agreement.]

AtW means Access to Work.

AtW Business Support Team means the team that provides business support to the AtW Team.

AtW: MHSS means Access to Work Mental Health Support Service.

AtW: MHSS Bidder means a CAEHRS, Lot 8 (National) provider bidding or, where the context requires, considering to bid, in the Mini-Competition to which this Specification relates.

AtW: MHSS Contract means a contract awarded following the conclusion of the Mini-Competition to which this Specification relates, on the terms of the Agreement, by the Authority to a successful CAEHRS, Lot 8 (National) provider who has bid in the Mini-Competition to which this Specification relates.

AtW: MHSS Supplier means a supplier under an AtW: MHSS Contract, including the Supplier.

AtW Performance Manager means the individual within the Authority responsible for monitoring performance of the AtW: MHSS Contract, or their deputy.

AtW Statistics means the official AtW statistics published on GOV.UK.

AtW Team means the centralised team of individuals engaged by the Authority who are responsible for administrating the AtW applications.

Authority means the Secretary of State for Work and Pensions of Tothill Street, London, SW1H 9NA, acting as part of the Crown through his/her representatives in the DWP.

Authority Candidates means those AtW: MHSS Candidates that originate from DWP Case Managers.

[Authority Representative as defined in Schedule 1 of the Agreement.]

CAEHRS means the Commercial Agreement for the provision of Employment and Health Related Services.

Candidate means an individual who has expressed an interest in becoming a Participant.

Coach or **MHSS Coach** means those members of Supplier Staff providing mental health support and completing the MHSS Reports, which shall as a minimum meet requirements set out in paragraph 24 of Section 2 of this Specification.

CPD means Continuing Professional Development.

[CPR or Contract Performance Review as defined in Schedule 1 of the Agreement.]

[Customer means "Participant", as defined in Schedule 1 of the Agreement.]

DWP means the Authority.

[DWP Case Manager or AtW Case Manager as defined in Schedule 1 of the Agreement.]

DWP Commercial Lead means the person within the Authority's Commercial Directorate with overall responsibility for commercial aspects of AtW: MHSS (or, at the Authority's sole discretion, their deputy).

DWP Performance Manager means the person within the Authority's Contract Management and Performance Directorate with day-to-day responsibility for performance management aspects of AtW: MHSS (or, at the Authority's sole discretion, their deputy).

DWP Provision Lead means the person within the Authority's Contract Management and Performance Directorate with strategic responsibility for performance management aspects of AtW: MHSS (or, at the Authority's sole discretion, their deputy).

DWP Senior Performance Manager means the person within the Authority's Contract Management and Performance Directorate with overall responsibility for performance management aspects of AtW: MHSS (or, at the Authority's sole discretion, their deputy).

Employer means the employer of the Customer.

Encrypted Email means an email that meets the following encryption requirements of the Authority, including any updates to these requirements as may be notified to the AtW MHSS Supplier from time to time:

- DMARC (Domain-based Message Authentication, Reporting and Conformance) policy of "Quarantine" or "Reject" set up;
- "SPF" (Sender Policy Framework) and/or "DKIM" (DomainKeys Identified Mail) configured correctly for the email domain; and
- Enforced TLS 1.2 or above for email.

[Exit Report, MHSS Exit Report or AtW: MHSS Exit Report as defined in Schedule 1 of the Agreement]

Help Desk means the Supplier contact point for DWP Case Managers and Customers.

[ICE as defined in Schedule 1 of the Agreement.]

[KPI or **Key Performance Indicator** as defined in Schedule 1 of the Agreement.]

[KPI Target as defined in Schedule 1 of the Agreement.]

Large Employer means:

- a) any organisation that does not meet the definition of a SME; and
- b) any Out of Scope Employers.

LCTP means "Life Chances Through Procurement", as set out in paragraph 5, Section 5 of this Specification.

[Management Information or MI means "Management Information", as defined in Schedule 1 of the Agreement.]

[MHSS Report as defined in Schedule 1 of the Agreement.]

Mini-Competition means the competitive procedure run under CAEHRS by DWP to award the AtW: MHSS Contract(s).

MMIR means the Monthly Management Information Return to be submitted pursuant to paragraphs 31 to 33 of Section 2.

Month means a calendar month.

NINO means National Insurance number.

Out of Scope Employers means:

- c) all Government Departments (including all Arms-Length Bodies), Local Authorities, NHS Trusts and other public sector organisations such as the Police;
- d) enterprises that would otherwise meet the definition of "SME" but, in the opinion of the Authority, form part of a larger franchise network or chain, which if aggregated would not meet the definition of an "SME"; and
- e) any enterprise which, when aggregated with its group undertakings (as defined in section 1161 of the Companies Act 2006), would not meet the definition of an "SME",

in each case regardless of whether or not the relevant body or person would otherwise meet the definition of an SME.

[Outcome Payment as defined in Schedule 1 of the Agreement.]

[Participant as defined in Schedule 1 of the Agreement.]

[PRaP as defined in Schedule 1 of the Agreement.]

Programme refers to the services delivered under AtW Mental Health Support Service.

[Provider Guidance as defined in Schedule 1 of the Agreement.]

[Referral as defined in Schedule 1 of the Agreement.]

[Rework as defined in Schedule 1 of the Agreement.]

[Services as defined in Schedule 1 of the Agreement.]

Service Start Date means the date on which Services for AtW: MHSS referrals will commence.

Single Point of Contact means the designated contact within the AtW Team.

[SME as defined in Schedule 1 of the Agreement]

Staff means all Supplier staff involved in delivery of the Agreement.

Supplier as defined in the order form which forms part of the Agreement.

Supplier Generated Candidates means those AtW: MHSS Candidates that originate from AtW: MHSS Suppliers, and are thus not subject to the allocation process detailed in paragraph 6 of Section 2.

[Support Period as defined in Schedule 1 of the Agreement.]

[Support Plan, MHSS Support Plan or AtW: MHSS Support Plan as defined in Schedule 1 of the Agreement]

[Sustainment Period as defined in Schedule 1 of the Agreement.]

[Working Day as defined in Schedule 1 of the Agreement.]

Annex 7 - Other Additional Information

- Jaggaer
 https://dwp.bravosolution.co.uk/web/login.shtml
- DWP Generic Provider Guidance Generic guidance for DWP providers - GOV.UK (www.gov.uk)
- AtW Mental Health Support Service Provider Guidance
 Access to Work MHSS provider guidance GOV.UK (www.gov.uk)
- Equality Act 2010 Guidance https://www.gov.uk/guidance/equality-act-2010-guidance
- AtW Statistics
 https://www.gov.uk/government/collections/access-to-work-statistics