

# Framework Schedule 6 (Order Form Template and Call-Off Schedules)

#### **Order Form**

CALL-OFF REFERENCE: C256827 (CCS RM6282 Lot 6)

THE BUYER: Secretary of State for Health and Social Care

acting as part of the Crown

BUYER ADDRESS 39 Victoria Street

Westminster London SW1H 0EU

THE SUPPLIER: Allied Publicity Services (Manchester) Ltd T/A

**APS Group** 

SUPPLIER ADDRESS: Chetham House

Bird Hall Lane Cheadle Heath

SK3 0ZP

REGISTRATION NUMBER: 00681528

DUNS NUMBER: **212228001** 

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **21 May 2024.** 

It's issued under the Framework Contract with the reference number **RM6282** for the provision of Storage, Distribution, Kitting and Associated Services.

CALL-OFF LOT(S):

Lot 6: Print Services

#### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6282
- 3. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6282
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information) As included below
    - Joint Schedule 6 (Key Subcontractors) As included below
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) As attached below
    - Joint Schedule 12 (Supply Chain Visibility)
    - Joint Schedule 13 (Continuous Improvement)
    - Joint Schedule 14 (Benchmarking)

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- Call-Off Schedules for RM6282
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - o Call-Off Schedule 5 (Pricing Details) As attached below
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security) Part A (Short Form)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels) As attached below
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - o Call-Off Schedule 20 (Call-Off Specification) As attached below
  - o Call-Off Schedule 33 (Print Services) As attached below
- 4. CCS Core Terms (version 3.0.8)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6282

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### **CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:

None

CALL-OFF START DATE: 27 May 2024

CALL-OFF INITIAL EXPIRY DATE: **26 May 2026** (with the possibility of a 2-year extension period. The extension period may be for any period or periods up to a maximum of two (2) years in total from the expiry of the Initial Expiry Date, each being up to a maximum of twelve (12) months duration (2+1+1).

CALL-OFF INITIAL PERIOD: 2 Years

#### CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £650,000.00.

#### **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

#### REIMBURSABLE EXPENSES

None

#### **PAYMENT METHOD**

The Supplier shall issue electronic invoices monthly in arrears to the Buyer and the Supplier shall receive payment by Electronic Bank Transfer (BACS).

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

Within 10 working days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to

The Supplier shall ensure that each invoice submitted includes, but not be limited to, the account number, Suppliers order number, Buyer's order reference, product information including description, amount ordered and total price.

BUYER'S INVOICE ADDRESS: Department of Health and Social Care 39 Victoria Street Westminster London SW1H 0EU

Or email:

#### BUYER'S AUTHORISED REPRESENTATIVE

39 Victoria Street Westminster London SW1H 0EU

Quarry House Quarry Hill Leeds

LS2 7UE

#### BUYER'S ENVIRONMENTAL POLICY

The Supplier shall perform the Deliverables in accordance with the following cross-government policies and procedures:

Greening Government Commitments for 2021-2025 Published 28<sup>th</sup> October 2021

Available online at: <a href="https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025">https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025</a>

DHSC Supplier Code of Conduct

Published 25 July 2022

Available online at: DHSC supplier code of conduct - GOV.UK (www.gov.uk)

The Supplier shall be required to supply products that are compliant with the minimum Government Buying Standards. This includes paper, paper products and envelopes, as per the below:

Government Buying Standards for Paper – Version 3 – January 2010. Available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/341544/GBS\_spec-paper.pdf

Government Buying Standards for Envelopes – Version 2 – May 2009. Available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/341543/GBS\_spec-envelopes.pdf

The manilla cover will fall into either 100% recycled 'General Use' or manila envelope requirement even though it's not an envelope but it is manila.

The CBS1 will fall into the May 2008 change; 'Introduction of Best Practice specifications and criteria for Virgin fibre being sourced from a sustainably managed Forest'.

#### **BUYER'S SECURITY POLICY**

The Supplier shall work with the Buyer and perform the Deliverables in accordance with the following cross-government security policy:

Security policy framework - GOV.UK (www.gov.uk)

#### **Packaging**

The Supplier shall be required to minimise the amount of packaging required for safe transportation and delivery of Deliverables and which complies with the Packaging (Essential Requirements) Regulations 2015 (SI 2015/1640) ("the Regulations") consolidates and revokes all earlier Regulations.

https://www.gov.uk/government/publications/packaging-essential-requirements-regulations-guidance-notes

The Supplier shall minimise the amount of packaging required for safe delivery of the product(s) and when requested by the Buyer, shall provide details of the packaging utilised and whether it is obtained from recycled / sustainable sources.

The Supplier shall be aware that all packaging for paper and consumables shall not contain polyvinyl chloride (PVC).

SUPPLIER'S AUTHORISED REPRESENTATIVE

APS Group, Chetham House, Bird Hall Lane, Cheadle Heath, SK3 0ZP

#### SUPPLIER'S CONTRACT MANAGER



APS Group, Chetham House, Bird Hall Lane, Cheadle Heath, SK3 0ZP

#### PROGRESS REPORT FREQUENCY

By the tenth (10<sup>th</sup>) Working Day of each calendar month.

#### PROGRESS MEETING FREQUENCY

As agreed by both parties and as per Section 5.2: Account management and working relationships detailed in the Buyer MCCD Specification.

KEY STAFF Not Applicable

KEY SUBCONTRACTOR(S)



COMMERCIALLY SENSITIVE INFORMATION

Item(s)	Duration of Confidentiality
Pricing and charges information	Indefinite
Supplier's customer data and case studies	Indefinite
Details of the Supplier's and its subcontractors' current and/or proposed operating model(s) relating to this Framework Agreement and Call Off Contracts.	Indefinite
Information about the Supplier's suppliers and subcontractors, including contracts	Indefinite
Information about Supplier's staff including staff numbers, contracts, remuneration and CV's (outwith legal TUPE requirements)	Indefinite
Plant lists and associated equipment	Indefinite
Technical and organisation solution information	Indefinite
Internal training manuals and methods	Indefinite
Quality assurance policy information	Indefinite
Health & Safety and Risk Assessments	Indefinite
Business Continuity and Disaster Recovery Information	Indefinite

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES Not applicable

GUARANTEE Not applicable

#### SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 20 (Call-Off Specification).

For and on behalf of the Supplier:	For and on behalf of the Buyer:

## Joint Schedule 11 (Processing Data)

#### Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1	The contact details of the Relevant Authority's Data Protection Officer is:
	who can be contacted at Department of Health and Social Care, 1st
	Floor North, 39 Victoria Street, London, SW1H 0EU
	Or by email at:

- 1.2 The contact details of the Supplier's Data Protection Officer is:
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Buyer is the Controller and the Supplier is the Processor  The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data under this Contract:  (i) Data which is held and processed through the Public Sector Webshop portal or sent directly from the Supplier to the Buyer or their end-users for purposes connected to the Call Off Contract.
	(ii) Data which relates to the Buyer or their end-users for printed stock items that are sent and stored by acting as the Suppliers Sub-processor for consolidation and processing.
	(iii) Business contact details of any Buyer Personnel including directors, officers, employees, agents, consultants and contractors of the Buyer (excluding any Supplier Personnel) engaged in the performance and day to day management duties of the Call Off Contract.

	Strictly confidential			
Duration of the Processing	The Call-Off Contract Period and thereafter, until expiry or termination of the Call-Off Contract under CCS Framework RM6282 (Lot 6) Storage, Distribution, Kitting and Associated Services, including any extension periods, until all transactions relating to the Call-Off Contract have permanently ceased.			
Nature and purposes of the Processing	The provision of print services including storage, fulfilment and distribution of printed materials for the Buyer's Prevention Services Directorate, under the CCS Framework RM6282 (Lot 6) Storage, Distribution, Kitting and Associated Services.			
Type of Personal Data	Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Call-Off Contract or personal details of the Buyer's end-users receiving the printed materials:  • Full name  • Job title  • Organisation name  • Business/workplace address  • Business/workplace email address  • Business/workplace telephone/mobile number(s)  • IP addresses  • Supplier Dun & Bradstreet Data Universal Numbering System (DUNS number)  • Registered company details including registered company name, address and company registration number (CRN)  • Bank account details for activities related to the payment of the Supplier Print Management Services  • Management Information			
Categories of Data Subject	Personal details of each Party's Personnel engaged in the performance of obligations and day to day management of the Call-Off Contract or personal details of the Buyer's end-users receiving the printed materials.			
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member	Data will be retained for one (1) year after the duration of the processing outlined above and in accordance with the Buyer's Security Policy.  In accordance with the RM6282 Framework Core Terms, all data and any copies held by the Supplier must be securely erased once the Processing is complete, unless the Supplier is required by law to retain it.			
State law to	In accordance with the RM6282 Framework Core Terms, all Storage Media that has held Buyer data must be securely			

preserve that type	destroyed at the end of life of the media. All destruction of media
of data	must be in line with good industry practice.

## **Call-Off Schedule 5 (Pricing Details)**

All quotations and charges (where appropriate) for the Print Services are to be in accordance with the Supplier's Maximum Framework Rates for RM6282 (Lot 6) Print Services, as included below:



**Buyer Account Service Management Level** – Dedicated Account Management Service:

The Supplier shall provide a quotation including a breakdown of the cost components for each requirement, including but not limited to, pre-production costs, paper, fulfilment, storage, postage and distribution costs, where appropriate.

CCS framework reference number RM6282 Lot 6 and Call Off Contract reference number C256827, to be cross referenced on the Supplier's quotation template for each Buyer order request.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices). The Charges can only be changed by agreement in writing between the Buyer and the Supplier.

# Annex A: Buyer Storage, Fulfilment, Distribution and Print Services Pricing (Pricing Details)

Pricing for print, storage, fulfilment and distribution will be in accordance with the RM6282 Lot 6 Framework rate card embedded at the top of this Schedule 5. Pricing for all other products and/or services will be agreed between the Buyer and the Supplier on an ad hoc basis. Total monthly charges will be dependent on the levels of activity procured at a given time by the Buyer.

The pricing contained within the following cost summary is indicative in nature, and is based upon the Buyer's briefing requirements as at the Contract Start Date. The parties recognise that these requirements (and therefore the related pricing) may be subject to change during the Contract Term.



# **Call-Off Schedule 14 (Service Levels)**

No.	Service Level Category Name	Service Level Performance Criterion	Measure	Inadequate KPI	Requires Improvement	Meets Requirement SLA	Good
1	Print Solution	Finished product matches specification agreed	Number of single certs that meet the agreed specification, as a % of the total number of certificates	<90%	90%-94.99%	95%- 97%	100%
2	Print Solution	Finished product matches to approved proof	Number of single certs that meet the approved proof as a % of the total number of certificates	<90%	90%-94.99%	95%-97%	100%
3	Print Solution	Finished products comply to agreed colour standards	Number of single certs that meet the approved colour standards as a % of the total number of certificates	<90%	90%-94.99%	95%-97%	100%
5	Print Solution	All volumes of MCCD booklets printed and ready in line with production distribution schedule	The number of single certs, that are ready and in line with the distribution schedule as a % of the total number of certificates	<90%	90%-94.99%	95%-97%	100%
6	Distribution Solution	AP and ME MCCDs have 'first attempt' delivery to all Unique Distribution Points within the timescales in the agreed distribution schedule Second distribution of 6 months' supply to be agreed	The number of single certs, that deliver to the agreed schedule date. As a % of the total number of certificates	<90%	90%-94.99%	95%-97%	100%

				ı	Stric	tly confiden	uai
		between the Buyer and Supplier					
7	Distribution Solution	AP and ME MCCDs tracked individually from printer to each Unique Distribution Point.  Booklets must be signed for by a representative of each UDP (Unique Delivery Point) and recorded. Booklets must not be left if a representative is unavailable nor left with a third party	Number of Certificates that are tracked, delivered and signed for to the UDP as per the distribution schedule as a % of the total number of certificates	<90%	90%-94.99%	95%-97%	100%
8	Distribution Solution	Response to all Buyer enquiries on the delivery status of orders and provide tracking data and proof of delivery, where appropriate, within 1 working day	The number of enquiries that are responded within 1 working day with correct information, as a % of total number of enquiries	<90%	90%-94.99%	95%-97%	100%
9	Webshop - Storage & Replenishment	As per section 3.2 of the specification, Provision & availability of a simple e-mail system for each UDP to request additional MCCDs	The number of days that service is available as a % of the total number of days	<90%	90%-94.99%	95%-99.99%	100%
10	Webshop - Storage & Replenishment	As per section 3.2 of the specification, where a UDP requests by e-mail additional MCCDs, these must be received by the UDP within 5 working days from receipt of e-mail request	Number of additionally requested Certificates that are delivered within the agreed timescale as a % of the total number additionally requested certificates	<90%	90%-94.99%	95%-99.99%	100%
11	Stock Report	Stock report provided on a weekly basis	% of Stock reports provided weekly within the time scale as a % of total number of stock reports	<90%	90%-94.99%	95%-99.99%	100%
12	Minimum Stock Levels	Warning to be provided to customer when stock level reaches	Warnings reported as a % of the total number instances of products that	<90%	90%-94.99%	95%-99.99%	100%

		pre-agreed minimum level	reached agreed minimum level				
12	Management Information	Availability of the Online dashboard report detailing successful deliveries of MCCDs including replenishments allowing the Buyer to track individual MCCDs and to readily identify remaining stock of AP MCCD and ME MCCD by type (neonatal and non-neonatal) and English and Welsh English versions, available on a weekly basis	Calculated by the Number of working days available as a % of total number of days	<90%	90%-94.99%	95%-99.99%	100%

## **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 Buyer under this Call-Off Contract.

All services to be carried out in accordance with RM6282 Lot 6 Framework Schedule 1 (Specification), Annex 6 Framework Schedule 1 (Specification) and Call-Off Schedule 33 (Print Services).







RM6282-FrameworkRM6282-Annex-6-Fr Call-Off Schedule -Schedule-1-Specificamework-Schedule-33 - Print Services v1

The scope and specification for the Buyer's storage, fulfilment, distribution and print services are set out as per the below DHSC MCCD Statement of Requirements (Specification):

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# Statement of Requirements (Specification) for Department of Health and Social Care

**Medical Certificate of Cause of Death (MCCD)** 

May 2024

#### Introduction

The Department of Health and Social Care (DHSC) shall be referred to as "the Buyer" for the purposes of this Call Off Contract.

The (MCCD) is a legal certificate that is completed for each of the c500,000 deaths that occur in England and Wales each year. It is completed by a medical practitioner that has recently attended the deceased and records their view of the medical cause of death. Local Registration Services (LRS) (who register births, marriages and deaths) require a completed MCCD before they can register a death, and before a funeral may proceed.

From 9 September 2024, DHSC will be introducing a new Medical Certificate of Cause of Death (MCCD), a legal certificate that is completed by the attending medical practitioner for each death who records their professional view of the medical cause of death. The new MCCD will align with new legislative requirements.

This document sets out the specification to provide a print, storage, distribution and replenishment solution for the Buyer.

Cost, quality, and secure, rapid and tracked distribution – including replenishment - are the Buyer's priorities.

#### **Scope of Requirements**

Below is a summary of the Buyer's core requirements and more detail on each is provided in the pages that follow:

- 1. Design and print
- 2. Storage and stock control
- 3. Fulfilment, distribution and replenishment
- 4. Public Sector Webshop Portal
- 5. Account management, working relationships and management of risk

#### 1. Design and print

The Buyer's requirements are to design and print booklets of MCCDs as follows:

Type of MCCD form	Language	MCCDs per booklet
Attending Practitioner: neo-natal death	English only	Printed in
2) Attending Practitioner: neo-natal death	Bilingual:	booklets of
	Welsh English	25 MCCDs
3) Attending Practitioner: non-neo-natal death	English only	Printed in
4) Attending Practitioner: non-neo-natal death	Bilingual:	booklets of
	Welsh English	50 MCCDs
5) Medical Examiner: neo-natal death	English only	Printed in
6) Medical Examiner: neo-natal death	Bilingual:	booklets of
	Welsh English	25 MCCDs
7) Medical Examiner: non-neo-natal death	English only	Printed in
8) Medical Examiner: non-neo-natal death	Bilingual:	booklets of
	Welsh English	50 MCCDs

- o The neo-natal death form is for deaths of individuals younger than 28 days.
- The non-neo-natal death form is for deaths of individuals who were 28 days and older.
- The Attending Practitioner form is completed and signed by an Attending Practitioner, then the proposed cause of death is scrutinised by a Medical Examiner who signs off.
- The Medical Examiner form is completed by a Medical Examiner only, in the rare instances where no attending practitioner can be identified to certify the death.

#### Each MCCD must be printed with a unique number.

#### 1.1 Paper

The Buyer will specify:

- the print material such as recycled content of paper, weight, finish etc.
- the size of the print material e.g. A3 or A4 or other dimension

The Supplier will need to demonstrate value for money, whilst also assuring quality and considering suitability of purpose.

# 1.2 Volumes (six month supplies + contingency of 10%) Volumes (based on six months supply May to September 2024) –

Note – These are indicative volumes and are to be updated to reflect 2 x 6 month production schedules, to be agreed between the Buyer and the Supplier.

Requirement	England	Wales	Totals
Neo-natal booklets	9,120	600	9,720
Non-neo-natal booklets	11,100	690	11,790
Totals	20,220	1,290	21,510

#### Volumes (based on six months supply May to September 2024 +10%)

Requirement	England	Wales	Totals
Neo-natal booklets	10,100	675	10,775
Non-neo-natal booklets	12,200	775	12,975
Totals	22,300	1,450	23,750

#### 1.3 Translation

The MCCD is required to be designed and printed in two formats: English and a bilingual version in both Welsh and English. The Buyer will provide the text for both versions. Each bilingual MCCD will have Welsh text followed by English throughout.

#### 2. Storage and stock control

The Supplier shall store all Buyer materials in a secure facility and with suitable conditions to maximise stock preservation. MCCDs must be able to be tracked using their unique number.

When new stock arrives at the storage facility, the Supplier shall proactively check that it is the right product(s) and confirm to the Buyer that the expected quantities have been delivered.

The Supplier shall run regular stocktakes and report across all the materials in store (timing to be agreed) and work agilely to respond to ad hoc requests from the Buyer to run stock counts at any point in time.

### 3. Fulfilment, distribution and replenishment

#### 3.1 Initial distribution

There are five types of end-users to whom MCCDs shall be distributed:

- NHS hospitals in England and Wales;
- general practices in England and Wales with an NHS contract;
- private hospitals in England and Wales;
- private general practices in England and Wales; and
- Medical Examiner Offices in England and Wales.

MCCDs will be distributed directly from the Supplier to each Unique Distribution Point (UDP) within the agreed Appendix B - Printing and Distribution schedule timelines, notified and agreed between the Supplier and the Buyer throughout the duration of the distribution campaign. Estimates of the number of UDPs are detailed in Appendix C but are indicative volumes and are to be updated to reflect 2 x 6-month production schedules, agreed between the Buyer and the Supplier.

Each UDP will receive with their consignment of MCCD booklets a letter of guidance prepared by the Buyer to explain the new MCCD, to whom it should be delivered within the UDP and how additional MCCDs can be ordered – **see Appendix A.** 

All UDPs are in mainland England and Wales except:

- the Isle of Wight:
  - appears to be 1 NHS hospital
  - 12 NHS GP practices
- the Isles of Scilly:
  - 1 NHS hospital St Mary's Community Hospital, St Mary's Isles of Scilly
  - 4 NHS GP: St. Martin's surgery, Tresco surgery, Bryher Surgery Bryher Surgery, St Mary's Health Centre
  - There appear to be no private healthcare providers on the Isles of Scilly

The Supplier must be able to track each individual MCCD to each UDP and make this information readily available to DHSC.

At least one booklet of each type of MCCD is distributed to each UDP but only one initial despatch is required. Some UDPs will require more than one booklet and the Buyer will confirm quantities with the Supplier based on 2 x 6-month production schedules, as per Appendix C. The Buyer will provide distribution lists to allow the Supplier to distribute booklets of MCCDs direct to each UDP.

Booklets must be signed for by a representative of each UDP and recorded. Booklets must not be left if a representative is unavailable nor left with a third party. Unsuccessful deliveries returned to the Supplier requiring subsequent deliveries will be charged accordingly.

The Supplier shall put in place the required processes and necessary supplier partnerships to deliver the order fulfilment services to a high-quality level of service.

#### 3.2 Replenishment

The Supplier shall provide from a simple e-mail option for each UDP to request additional MCCDs. Where a UDP requests by e-mail additional MCCDs, these must be received by the UDP within 5 working days from receipt of request subject to stock availability. If a UDP is unavailable to take delivery – for example, because a representative is not available to sign or because the UDP is closed – the Supplier shall make all reasonable endeavours to re-attempt delivery as soon as possible. Unsuccessful deliveries returned to the Supplier shall be re-attempted at an additional cost.

The Supplier shall confirm to the Buyer full details of all sub-contracting arrangements for any distribution / courier provider service that will be used and provide visibility of service level agreements to the Buyer.

The Supplier shall respond to all Buyer enquiries on the delivery status of orders and provide tracking data and proof of delivery, where appropriate.

#### 4. Public Sector Webshop Portal

The Public Sector Webshop Portal shall be in place by and to be operational within the agreed Appendix B - Printing and Distribution schedule timelines. A contact phone line to be ready with a holding message until sufficient stock is available to allow fulfilment of additional orders. This portal will enable authorised end users to contact the Supplier and order booklets of MCCDs, as required. The Buyer shall supply a list of authorised end users and any additional security information that end users will need to confirm they are authorised to order MCCDs, to the Supplier.

Authorised end users shall also be able to contact the Supplier by email or by telephone from the agreed dates within the schedule. For those end users contacting the Supplier via telephone or e-mail, the Supplier shall confirm a passcode and the delivery address in the absence of an authorised individual, as a validation check before processing any additional orders.

The Supplier's customer service function for the portal shall be in place for an initial period of 6 months from the date it 'goes live' i.e. no later than the agreed date within Appendix B - Printing and Distribution schedule. It shall operate during office hours from Monday to Friday over an 8-hour day e.g. 09:00 – 17:00 and shall not be a resource dedicated solely to the Buyer.

As per paragraph 8 of this Specification, the Supplier shall work with the Buyer throughout the initial 6-month period to identify any improvement or cost reduction

opportunities, for example reducing the daily rate of the customer service resource and removing project management resources after 4 weeks.

After the initial 6-month period, the Buyer shall have the right to review the customer service function provided by the Supplier and withdraw this service, with a view to bringing this function in-house at no extra cost to the Buyer.

#### 5. Account management and working relationships

#### **5.1 Sub-contracting**

The Buyer requires the Supplier to provide the print services, from defining the requirements and solutions, through to project conception, distribution and replenishment.

Where the Supplier is subcontracting to a third-party supplier to fulfil the Buyer's design, print, distribution, and replenishment requirements (e.g. storage and/or distribution), the Supplier shall ensure direct contact can be made with the third-party suppliers where appropriate, to ensure the smooth running of daily operations.

It is essential that any performance issues are escalated through the sub-contractor directly in the first instance, to find a solution as quickly as possible. Any significant service failures by any third-party supplier shall be escalated to the Supplier by the Buyer or vice versa. A standard operating procedure shall be agreed between all parties within 30 days of the contract commencement date.

Whilst resolution timescales will be made on a case-by-case basis, the expectation is that service interruptions created by the Supplier and/or their third parties are resolved so as not to impact on the Buyer or end-users (Attending Practitioners and Medical Examiners), e.g. delays/losses shall be rectified at the Supplier's cost.

#### 5.2 Review / Progress meetings

Weekly operational reviews and quarterly business reviews will be held with the Supplier by the Buyer from the contract commencement date as below. Agenda items shall be agreed by both parties.

Frequency	Status	Format	Attendees	Information Required
Weekly	Operational	Meeting (either virtual or in- person)	ro be agreed at	Review MCCD print/distribution progress and KPI's in line with print/distribution campaign schedule

Review performance metrics and Continuous Improvement Plan

Every six weeks	Operational A Strategic	, Meeting (either virtual or in- person)	To be agreed at Implementation	Review on progress and forward plans
Quarterly	Strategic	Meeting (either virtual or in-person)	To be agreed at Implementation	Service review meeting on progress, forward planning and service improvements

#### 5.2 Risk

The Supplier shall provide assurances to the Buyer by mapping out different points of potential failure within the end-to-end solution and provide details of their business continuity and disaster recovery plans in these different scenarios.

#### **5.3 Provision of Management Information**

A weekly dashboard report detailing successful deliveries of MCCDs including any future distributions and replenished stocks allowing the Buyer to track individual MCCDs.

### 6. Budget / Payment Schedule

All goods and services called off from the contract shall have costs and pricing agreed between the Supplier and the Buyer prior to any work being undertaken. Payment can only be made following satisfactory delivery of agreed goods and deliverables.

Charges are to be in accordance with the Supplier's maximum framework rates for RM6282 (Lot 6). There is no commitment to spend under the contract.

The PO number and contract reference number shall be shared with the Supplier before Services commence and must be stated on the invoice in order for payment to be made.

Address for payment:	All invoices shall be sent to the Buyer (	addressed to)
Accounts Payable, via	email to	which shall

include a breakdown of the Services showing the quantity and rates applied, as appropriate.

Prices charged by the Supplier shall be inclusive of expenses (if appropriate) and exclusive of VAT.

#### 7. Contract Term

The contract term shall commence upon Contract Award and be reviewed after two (2) years with an option to extend for two further contract periods of (12) months (2+1+1).

#### 8. Continuous Improvement

The Supplier shall work with the Buyer throughout the contract term to identify any improvement opportunities. Examples may be cost reduction, innovative proposals, quality or efficiency gains that enhance the service. Proposals that save cost may be considered on a gain share basis where appropriate.

The Buyer shall work with the Supplier to develop a continuous improvement plan. The Supplier shall provide an update on progress for each quarter.

Failure to deliver against the required standards as set out above will trigger an extraordinary contract review meeting and may lead to a rectification plan process as outlined in the CCS RM6282 Core Terms, should there be a Default to this Specification.

#### 9. Social Value

The Supplier shall work proactively with the Buyer and with its supply chain throughout the contract term to minimise environmental impacts of the Services. The Supplier shall monitor and report any environmental benefits it achieves, to include not only consideration of commercial aspects and minimisation of negative impacts but also the maximisation of positive impacts on society and the environment.

The Supplier shall comply with the '25 Year Environment Plan' which sets out what the Government intends to do to improve the environment, within a generation. This is available to view at <a href="https://www.gov.uk/government/publications/25-year-environment-plan">https://www.gov.uk/government/publications/25-year-environment-plan</a>.

The Supplier shall ensure a diverse supply chain exists that is accessible to all types of businesses, managing them effectively to provide a high level of service throughout the contract term. Where appropriate, you shall work proactively to encourage Small Medium Enterprises (SMEs) and Voluntary Community and Social Enterprises (VCSEs) to become part of your supply chain. This shall be reported as part of the quarterly performance metrics.

The Buyer has an obligation to ensure suppliers understand the risks of modern slavery in supply chains and take appropriate action to identify and address those

risks, with particular focus on supporting victims of modern slavery. The Supplier shall comply with the provisions of the <u>Supplier Code of Conduct.</u>

#### 10. Exit Management

The Supplier shall support the Buyer and any incoming Supplier(s) at the end of this contract in any exit management activities, as appropriate.

The Supplier shall present to the Buyer an exit plan within 3 months of the start of the contract. This shall be reviewed annually to ensure it remains current.

As part of the exit plan, the Supplier shall facilitate the orderly transfer of responsibility and data requirements to the Buyer and/or any incoming Supplier(s).

#### 11. Location

The contract shall be managed by the Buyer, located at Quarry House, Quarry Hill, Leeds, LS2 7UE.

It is expected that the majority of the Services shall be carried out off-site at the Suppliers premises.

#### 12. Information governance and data protection

#### **12.1 Data Security**

The clear identification of "personal" and "sensitive personal" data is critical to compliance with data handling guidelines.

The guidance below is designed to make this identification clear and consistent across government. Data held or transferred refers to any paper, electronic and transportable media.

The Supplier shall ensure that all staff are briefed and understand their responsibilities for data security and are compliant with guidelines.

#### 12.2 Minimum scope of protected data

Anyone working on behalf of the Buyer must identify data they hold or transfer, whose release or loss could cause harm or distress to individuals. This must include as a minimum all data falling into one or both categories below.

 Any Information that links one or more identifiable living person with information about them whose release would put them at significant risk of harm or distress.

1. One or more of the	2. Information about that individual whose release is
pieces of information,	likely to cause harm or distress.
which can be used along	
with public domain	

information to identify	
an individual.	
Name/ address (home,	Sensitive personal data as defined by s2 of the Data
business or both)	Protection Act, including records relating to the criminal
postcode/ email/ telephone	justice system, and group membership.
numbers/ driving licence	
number/ date of birth.	DNA or fingerprints/ bank, financial or credit card details/
	mother's maiden name/ National Insurance number/ Tax,
(Note that driving licence	benefit or pension records/ health records/ employment
number is included in this	records/ school attendance or records/ Material relating to
list because it directly	social services including child protection and housing.
yields date of birth and the	- · ·
first part of surname)	

These are not exhaustive lists. The Supplier shall determine whether other information they hold should be included in either category.

However, any data transfer should be secure - including the distribution of MCCDs - no matter what the quantity of data.

#### 12.3 Technical standards required

ISO27001 is the minimum standard required for working on government business and the Supplier is encouraged to complete a Risk Mitigation and Accreditation Document (RMADs) to demonstrate compliance.

FIPS140-2 is also referenced as a minimum standard required for working on government business. Examples of other secure data transfer include PGP encryption, SSL 128-bit encryption, secure FTP and via point-to-point traceable courier service.

#### 12.4 Data Security Rules

Where we refer to "personal data" below, this covers both "personal data" and "sensitive personal data" as defined by the DPA and held in relation to a Buyer contract. The following guidance applies equally to anyone working on behalf of the Buyer.

#### Passwords must be secure

If you believe a password has been compromised, please change it immediately and inform the contract manager.

# Never store/permit the storage of personal data on unencrypted transportable media

Transportable media are anything that can easily be removed from the office, so things like USB memory sticks, CDs, DVDs, floppy disks, etc. must not contain

unencrypted personal data.

Never store/permit the storage of personal data on an unencrypted laptop. Laptops are easily lost or stolen and it is not difficult to access data from a laptop, even if the password is unknown.

#### Data not to be stored outside UK without written permission in advance.

As the minimum, it is only allowable to store personal data on a laptop or transportable media when it has been encrypted to the FIPS140-2 standard or the product uses encryption and is listed under the CCT Mark scheme (www.cesg.gov.uk). Anything less is unacceptable. Password protecting files does NOT encrypt them to a suitable level.

Never store/permit the storage of personal data on an employee's private PC, laptop or personal transportable media. Under no circumstances should personal data ever be stored or transported on non-business equipment/media.

If you currently have personal data that is stored insecurely, you must secure it immediately. You must remove any personal data from insecure locations. We would recommend you password protect any documents and store them on a secure network drive and use a FIPS140-2 / CCT Mark scheme encryption product on other media.

On completion of the contract job/contract all personal data held in relation to the contract must be securely returned to the Buyer, unless otherwise stipulated within a contract or framework agreement. After it has been transferred, it should be permanently deleted from all systems. Examples of "Permanently deleted" are using a cross-cut shredder, full destruction or the use of a CCT Mark scheme secure data erasure product. The method of deletion is dependent on the type of storage media used.

Never email or permit the emailing of personal data in clear text outside of the organisation unless you are sure your encryption meets the appropriate technical standards (see first bullet point for further details). Email in clear text is an insecure delivery and storage mechanism so it is unsuitable for transmitting or storing personal data.

If you need to send personal data please contact the Buyer for information about secure delivery mechanisms. Personal data should only be sent when necessary, and must be delivered secured. Only the absolute minimum data required should be sent.

Personal data must not be passed to anyone working on behalf of the Buyer without written permission. The transfer method used for any such exchange

must also be secure and the third party involved must agree in writing to comply fully with these requirements.

If you are in any doubt whether data is "personal data", or how to get laptops and transportable media encrypted then contact the Buyer for advice. The DPA definitions within this document should provide reasonable guidance. However, the degree of sensitivity and the number of records involved may have a bearing in some cases and DHSC can provide advice on whether any data you have would be regarded as personal data. Advice can also be provided on more secure products if necessary.

If you become aware of ANY loss of personal data, you must contact the Buyer immediately providing as much detail as possible. The loss of any personal data is a serious matter and must be reported immediately to the contract manager.

Apart from the information listed above we will also expect the Supplier (and any subcontractors) to sign a non-disclosure agreement and a data processing agreement.

The Supplier shall supply robust, cost-efficient packaging and outer cartons to carry MCCDs and sufficiently strong in order to avoid damage to the collateral in transit and to ensure that they are fit for purpose by the end user.

# Appendix A – Letter to accompany all consignments of Attending Practitioner MCCDs

Dear colleague

#### **Medical Certificate of Cause of Death (MCCD)**

From 9 September 2024, new legislation will take effect regarding the MCCD. You can find out more at <a href="https://www.england.nhs.uk/long-read/national-medical-examiner-update-december-2023/">https://www.england.nhs.uk/long-read/national-medical-examiner-update-december-2023/</a>. This will mean a new MCCD form must be used from 9 September 2024 and it will not be possible to record a cause of death using the current MCCD.

We know different settings have their own processes for securely storing MCCDs and ensuring medical practitioners can readily access them, when required.

Please can you therefore ensure the enclosed booklets of MCCDs are distributed to the correct team within your hospital or practice as soon as possible?

From 9 September 2024, there will be a new and more streamlined system for hospitals and medical practices to order additional booklets of MCCDs. You will be able to email requesting additional booklets but for security reasons please make sure the email is sent from your organisation's email address and not from a personal email. You should expect to receive the requested additional MCCD booklets within two working days of your email being received by the distributor APS.

cc. CEO of the hospital/ medical practice

## **Appendix B – Printing and Distribution Schedule**



# Note – These are indicative volumes and are to be updated to reflect 2 x 6-month production schedules, agreed between the Buyer and the Supplier.

## Appendix C: Summary analysis of printing and distribution:

May - September 2024

			England		Wales			
Product	End user	Number of UDPs	Neo-natal booklets	Non neo-natal booklets	Number of UDPs	Neo-natal booklets	Non neo-natal booklets	
	NHS hospitals	520	520	2,290	85	85	170	
Attending Practitioner	NHS General practices	6,330	6,330	6,330	380	380	380	
MCCDs	Private hospitals	310	310	310	20	20	20	
in cobo	Private General practices	1,830	1,830	1,830	110	110	110	
Medical Examiner MCCDs	Medical Examiner Offices	130	130	255	5	5	10	
	Totals	9,120	9,120	11,100	600	600	690	

Product	Requirement	England	Wales	Totals
Attending Practitioner	Neo-natal - printed in booklets of 25 MCCDs	9,120	600	9,720
MCCDs	Non neo-natal printed in booklets of 50 MCCDs	11,100	690	11,790
	Neo-natal Medical Examiner - printed in booklets of 25 MCCDs	130	5	135
MCCDs	Non neo-natal Medical Examiner - printed in booklets of 50 MCCDs	255	10	265
	Total booklets	20,605	1,310	22,000

UDPs	Eng	land	Wales	Totals
NHS hospitals	520	85		605
NHS General practices	6,330	380		6,710

# Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2018

Private hospitals	310	20	330
Private General practices	1,830	110	1,940
Medical Examiner Offices	130	5	135
Total UDPs	9,120	600	9,720

May – September 2024 (including 10% contingency on number of booklets)

Product	End user	England			Wales			
		Number of UDPs	Neo-natal booklets	Non neo- natal booklets	Number of UDPs	Neo-natal booklets	Non neo- natal booklets	
Attending Practitioner MCCDs	NHS hospitals	520	575	2,520	85	95	190	
	NHS General practices	6,330	6,970	6,970	380	420	420	
	Private hospitals	310	345	345	20	25	25	
	Private General practices	1,830	2,020	2,020	110	125	125	
Medical Examiner MCCDs	edical Examiner Offices	130	145	285	5	10	15	
	Totals	9,120	10,100	12,200	600	675	775	

Product	Requirement	England	Wales	Totals
Attending Practitioner MCCDs	Neo-natal - printed in booklets of 25 MCCDs	10,100	675	10,800
	Non neo-natal printed in booklets of 50 MCCDs	12,200	775	13,000

#### Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Medical Examiner MCCDs	Neo-natal Medical Examiner - printed in booklets of 25 MCCDs	145	10	155
	Non neo-natal Medical Examiner - printed in booklets of 50 MCCDs	285	15	300
	Total booklets	22,800	1480	24,300

Please note, figures in the Appendix tables have been rounded up to the nearest 5 if less than or equal to 1000 and rounded up to 3 significant figures if more than 1000. The totals have been rounded up to 3 significant figures so may not equal the sum of their parts.

The 10% contingency figures are calculated from the 6 month estimations, which are rounded figures, so also capture an additional level of conservatism.