Specification

Provision of Occupational Health Services

DVLA

**Contract Reference:** PS/24/62

**Framework Title & Reference:** 985B\_23 Occupational Health Services

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[1. Introduction 3](#_Toc152927412)

[2. Background to the Requirement 3](#_Toc152927413)

[3. Procurement Timetable 5](#_Toc152927414)

[4. Scope 5](#_Toc152927415)

[5. Implementation and Deliverables 6](#_Toc152927416)

[6. Specifying Goods and / or Services 6](#_Toc152927417)

[7. Quality Assurance Requirements 35](#_Toc152927448)

[8. Other Requirements 36](#_Toc152927451)

[9. Management and Contract Administration 46](#_Toc152927461)

[10. Training / Skills / Knowledge Transfer 52](#_Toc152927470)

[11. Documentation 55](#_Toc152927476)

[12. Arrangement for End of Contract 57](#_Toc152927482)

[13. Response Evaluation 59](#_Toc152927483)

[Annex 1 – Evaluation Criteria 62](#_Toc152927484)

[Annex 2 – ESPO Specification 69](#_Toc152927487)

[Annex 3 – Employee Locations 70](#_Toc152927488)

[Annex 4 - Volumes 71](#_Toc152927489)

[Annex 5 – SLA/KPI 72](#_Toc152927490)

[Appendices 73](#_Toc152927491)

# Introduction

In accordance with the terms and conditions of ESPO Framework agreement 985B\_23 Occupational Health Services, the Driver and Vehicle Licensing Agency (DVLA) invites proposals for the following Occupational Health Services (OHS).

# Background to the Requirement

The Buyer, DVLA, is an Executive Agency of the Department for Transport (DfT). The DVLA’s primary aims are to facilitate road safety and general law enforcement by maintaining accurate registers of drivers and vehicle keepers and to collect Vehicle Excise Duty (VED).

The majority of our 6,387 staff are based in Swansea across 3 sites. We also have around 263 staff based in Birmingham city centre in an office that was opened in early 2022 to aid with DVLA’s Covid recovery, and an additional 35 staff work from various locations across the UK (details at Annex 3).

The workforce comprises:

* Admin/Executive desk-based staff working with display screen equipment, both seated and standing;
* Shift workers
* Messengers
* Shuttle Drivers
* Security Officers
* Forklift Drivers
* Fast Keyers
* Machine operators, print unit, output service group
* Some degree of manual handling
* Contact centre telephone staff
* Enforcement Officers

Since the Covid-19 pandemic DVLA have adopted hybrid working in roles that allow it. Staff working hybrid were originally required to attend the office for at least 40% of their contracted hours, this increased in April 2024 to a required office attendance of 60%, with the option to work from home for the remaining 40%. This arrangement includes most support staff, working in areas such as IT, HR and finance. The arrangement is not contractual and could be subject to change following review.

The majority of our 4700 Operational staff are currently unable to carry out their roles at home due to the nature of their work and remain office based. There are a number of pilots underway exploring the feasibility of some operational roles being carried out remotely.

Up to March 2020, the OHS at DVLA was delivered onsite. From March 2020, due to the pandemic, all service lines of the OHS were delivered remotely. Most services have remained remote by default, but as restrictions lifted and staff returned to the office, face to face services including health surveillance, fitness for task and workstation assessments, resumed as and when required.

DVLA understand the well-being of our employees is critical to the Agency’s success, we have a strong record of supporting employee well-being. We aim to play a significant role in ensuring better health and well-being for our staff, not only by creating a workplace that protects their health and wellbeing, but also by being an enabler for individuals to take ownership of their own health and well-being and make improvements for themselves.

The DVLA average working days lost due to sickness absence over the 12 months 1/04/2023 to 31/03/2024 was 12.19. OHS play a significant role in ensuring managers receive clinical advice to enable them to support staff with medical conditions to return to or remain in work.

Annex 4 provides a breakdown of the OHS activity volumes carried out across the various service lines over the last 12 months.

The OHS referral process at DVLA is partially devolved to line managers, who are best placed to provide information relating to their staff to the Supplier through the referral process, and partially carried out within HR by our attendance consultants, who are involved in the management of attendance within their designated business areas.

DVLA currently have available onsite Occupational Health facilities at the headquarters in Morriston, Swansea. The facility comprises of 3 consulting rooms, 1 physiotherapy treatment room, office space, a reception area, a disabled toilet and shower facility, a lockable storage room and a variety of lockable storage cupboards. The facilities will be used to deliver appropriate face to face elements of the Service to Swansea based staff.

# Procurement Timetable

The timetable for this procurement is set out in the table below. The timetable may be changed at any time but any changes to the dates will be made in accordance with the Regulations (where applicable).

Suppliers will be informed if changes to the timetable are necessary.

The key dates for this procurement (Timetable) are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue of the ITQ to all potential Suppliers | 19th July 2024 |
| Deadline for receipt of clarifications  | 2nd Aug 2024 |
| Deadline for the publication of responses to ITQ clarification questions  | 9th Aug 2024 |
| Deadline for receipt of Tenders | 6th Sept 2024 |
| Evaluation of responses finishes | 27th Sept 2024  |
| Notification of contract award decision | 9th Oct 2024  |
| Standstill period ends | 21st Oct 2024  |
| Confirmation of contract award  | 22nd Oct 2024  |
| Start of mobilisation period | 23rd Oct 2024  |
| Target service commencement date | 1st April 2025  |

**\*DVLA reserves the right to amend the Timetable. Any changes to the Timetable shall be**

**notified to all Suppliers as soon as practicable\***

# Scope

The successful bidder will provide Occupational Health Services (OHS) to the DVLA for all Buyer personnel as detailed in this call off Specification and Framework 985B\_23, Lot 1 General Occupational Health Services Specification (Annex 2) for a period of 3 years with the opportunity to extend for a further 1+1 years.

Provision of Employee Assistance Programme (EAP) is **not included** in this call off.

# Implementation and Deliverables

The Supplier will deliver OHS as detailed in this specification.

DVLA’s current contract ends on March 31st, 2025.

If applicable, there will be a 3-5 month transition period from the existing Supplier, from the date of contract award, whereby the transition of data records between Suppliers will need to be carefully managed and progress reported on request.

An implementation/transition plan should be provided to DVLA/Incumbent Supplier, within 30 days of Contract Award.

# Specifying Goods and / or Services

## 6.1) General Requirements

The Supplier will make the OHS available fifty-two (52) weeks of the year, Monday to Friday between the hours of 08.00 and 17.00, excluding bank holidays.

DVLA have some staff who work evening shift only (17.00-23.00), and some staff working nightshift who start work at 22.00. The Supplier will provide OHS to Buyer personnel working evening/night shift if requested by the Buyer. This is not a regular occurrence, in the last five years there has been no requirement for this, but Suppliers should be able to accommodate these requests if necessary.

The Buyer does not require the Supplier to provide OH case management service. The Supplier should provide advice on cases on the basis of the information presented at a single assessment. Follow up appointments should not be arranged and only in exceptional circumstances would the Buyer expect cases to be actively managed.

The Supplier will have arrangements in place to provide adequate cover for all Supplier personnel, including Doctors, at times of absence. The service availability should not be disrupted due to annual leave/sick absence or other absences.

The Buyer do not offer a diagnostic service to their staff, therefore the Supplier should not perform diagnostics unless explicitly instructed by the Buyer. Where Buyer Personnel do not have a diagnosis but are experiencing difficulty in the workplace due to physical or mental health, assessments will not be withheld from the Buyer’s employees, the Supplier should provide assessments and reports, advice on return to work and reasonable adjustments as they would in cases that have a diagnosis.

**All** costs should be factored into the total contract cost within the pricing schedule provided, including implementation, IT set up, referral portal, triage of cases, secure delivery of outcome reports, record maintenance, administrative support, consumables, telephone support, general advice to Buyer Personnel and provision and maintenance of all equipment required to carry out and deliver all parts of the OHS.

The Supplier will manage and maintain all Occupational Health records in line with agreed retention periods throughout the duration of the contract. The Supplier will agree their record management process with the Buyer at contract award.

The Supplier will provide appropriate storage, transport and waste disposal arrangements for all medical supplies, including sharps, required to deliver the services. This should not be at any additional cost to the Buyer.

The Supplier will process Subject Access Requests from Buyer Personnel for both digital and historical paper records at no additional charge to the Buyer.

The Buyer requires the Supplier to develop a good understanding of DVLA, including knowledge of the type of roles across the organisation and the physical estate. The Supplier personnel working on the contract must attend familiarisation visits at the Buyer’s premises during mobilisation of the contract and following changes in personnel to develop this knowledge.

As the Buyer is located in Wales, the Supplier must, in addition to the UK legislation and guidelines, comply with the relevant Welsh legislation and guidelines.

### Core Services

## 6.2) Telephone Support Services

The Supplier will provide a telephone support service for buyer personnel staffed by appropriately experienced, skilled and/or qualified Supplier staff. Costs for this should be factored into the bid.

The Supplier will ensure that Buyer personnel have continuous access, during working hours, to occupational health physicians (OHP) and occupational health advisors (OHA) as required by the Buyer as part of a telephone advice and support service.

The Supplier will ensure the Telephone Support Service is available fifty-two (52 weeks of the year, Monday to Friday between the hours of 08.00 and 17.00, excluding bank holidays.

The Supplier will ensure that the Telephone Support Service is accessible to Buyer personnel via a Freephone number or dedicated non-premium rate and/or a 01,02,03 prefix, which must be accessible from UK landlines and mobile telephones.

The Supplier will ensure that all telephone messages from Buyer personnel are responded to within twenty-four (24) hours of receipt, on working days.

The Supplier will provide the following as a minimum via the telephone support services:

* General Services advice;
* Generic advice on the impact of a condition or illness in the workplace;
* Pre-referral advice for managers;
* Clarification on the referral process;
* Assistance with using the online portal;
* Advice on the progression of Buyer personnel cases; and
* Updates and amendments to Buyer Personal cases.

The Supplier will also provide access to qualified Supplier staff via the telephone services who will provide:

* Generic occupational health advice to managers on any health issue affecting Buyer personnel in the workplace, whether this be office or home-based employees;
* Information and guidance on how best to construct the referral for an occupational health assessment;
* Management support that provides direct and rapid access to qualified medical advice and consultancy on occupational health and health and safety issues;
* Access to past referrals and clarification on current and past reports; and
* Advice on individual Buyer personnel cases before making a formal management referral, and to ensure where cases are complicated or sensitive, that the referral is progressed in the most effective manner.

## Online Portal

The Supplier will provide and maintain an online portal to support the Services. Costs for this, including set up, should be factored into the bid.

The Supplier will ensure that the successful operation of the Portal is not dependent on the Buyer providing employee hierarchy information in advance of the portal going live.

The Supplier will ensure that the portal provides as a minimum, but not limited to:

* Web based access;
* Secure log-in by Buyer personnel;
* General information on the Services;
* Input and transfer of Buyer personnel referrals;
* Anonymised Referral ID numbers;
* Case management and tracking;
* Health surveillance referrals and monitoring;
* Secure access to all outcome reports resulting from Buyer Personnel Assessments; and
* Access to all Supplier standard training materials which they include as part of their standard Service offering.

The portal should be available at all times except for any downtime and maintenance, which should take place outside the core hours of 08.00 to 17.00 Monday to Friday and will be agreed with the Buyer at least seventy two (72) hours in advance of such work being carried out.

The process required to establish and use the online portal will be agreed with Buyer at call off stage at no extra cost to the Buyer.

All Buyer personnel who access the online portal will be requested to complete a confidential questionnaire which targets feedback on the online portal in relation to its effectiveness, accessibility, and relevance. Such results will be anonymised and provided to the Buyer as part of the monthly management information.

## Referrals from Buyer

The Supplier will provide a user-friendly online referral service through the online portal for Referring Managers to electronically refer Buyer personnel to the services.

The Supplier will provide contingency arrangements to ensure continuity of service in the event that the online referral process was unavailable to the Buyer due to IT failure or Buyer personnel not having IT access. The Supplier will agree alternative methods of referral with the Buyer.

The Supplier will develop, with the Buyer, online referral forms and online questionnaires which the Supplier will use to:

* Triage referrals;
* Make decisions based on the information provided to determine the relevant Services required; and
* Identify where no further intervention is required.

The online referral form will capture the following information as a minimum about the referral:

* Relevant Buyer personnel and Referring Manager details;
* Buyer personnel consent;
* Details of any Buyer personnel engaged in the case;
* Reason for referral and Services requested where known (e.g. attendance management, fitness for work assessments, health surveillance, work station assessment);
* Buyer personnel job description, business area and their specific role, and work patterns;
* Any workplace adjustments which are known to be in place for the Buyer personnel;
* Questions relating to the referral. There should be no restriction on the number of questions which can be asked;
* Supplementary information that may be pertinent to the case.
* Optional secondary manager contact details, for incidents where referring manager has planned absences;
* Any unavailability of Buyer personnel;
* Details of whether Buyer personnel are absent from or in work.

The Supplier will make amendments to the referral forms from time to time and as mutually agreed with Buyer.

The Supplier will ensure that all referrals meet the relevant Buyer procedures.

If the referral does not meet the agreed standards the Supplier will inform the Referring Manager and direct them to their internal HR guidance.

On receipt of the referral, the Supplier will:

* Determine the relevant Service required for the Buyer personnel;
* Identify returning cases that should be treated as a case review (re-referral) not a new referral;
* Identify alternative methods of resolution such as a case conference;
* Book a video, telephone or face to face consultation for the Buyer personnel with an occupational health adviser (OHA), occupational health physician (OHP) or physiotherapist as appropriate, based on clinical need identified from the information in the referral form;
* Contact the Buyer personnel and/or Referring Manager to arrange a mutually acceptable appointment time;
* Notify the Buyer personnel and Referring Manager of the scheduled appointment electronically and/or by telephone/text as agreed with the Buyer;
* Ensure consistency in allocated Supplier Staff for Buyer personnel cases particularly where the case is a review or the case has previously been managed by an OHP;
* Obtain all required consents from the Buyer personnel; and
* Pass all details of the referral to the relevant Supplier Staff to enable delivery of the Services.

## In-Service Referral - Attendance and Performance Management Advice and Assessments

The Supplier will provide attendance and performance management advice and assessment, where a referral relates to the attendance and/or performance management of the Buyer personnel.

The Supplier will:

* carry out an assessment of the Buyer personnel via video call, telephone or face to face, as determined by clinical need detailed on the referral;
* Offer clear advice to the Buyer personnel and Referring Manager on what the Buyer personnel can do to remain in or return to work, including any physical or role and procedure adjustment (also known as soft adjustments to work patterns or duties) that may be necessary to support this;
* ‘De-medicalise’ situations by focusing on capability and providing practical advice;
* Work with appropriate specialist organisations to provide the Buyer personnel with advice and recommendations to manage specialist needs e.g. dyslexia, Asperger’s Syndrome;
* Keep the Referring Manager informed of case progress through an electronic portal; and
* Maintain accurate records of all appointments and case notes, including updates made to the Referring Manager.

The Supplier must gain approval from the Buyer prior to carrying out any work with specialist organisations to provide advice and recommendations to manage specialist needs e.g. Dyslexia, Asperger’s Syndrome.

The Buyer currently uses Microsoft Teams for video meetings, the Supplier will ensure that remote face to face services are delivered via the software routinely used by the Buyer at no additional charge to the Buyer.

The Supplier will determine when/if an assessment should be delivered at the Buyer personnel’s home, e.g. when the Buyer personnel has a disability or medical condition that is so severe that it prevents them from travelling. The Supplier will obtain approval in advance from the Buyer before such home visits take place.

The Supplier will determine the need for further medical evidence if the Buyer personnel’s case cannot be progressed without it.

The Supplier will gain approval from the Buyer before requesting further medical evidence and will support the request with evidence confirming its relevance.

The Supplier will ensure that further medical evidence reports are requested from a specialist or General Practitioner within two (2) days of the need having been identified by the Supplier.

The Supplier will provide objective, independent, comprehensive medical advice to the Referring Manager and Buyer personnel of the actions and/or measures to resolve the referral, following an assessment including at a minimum:

* Any workplace adjustments recommended, including those recommended by the Equality Act 2010;
* Advice on the prospects of the Buyer personnel’s return to full capability;
* Advice on underlying medical conditions and identification of any health and safety risks to that Buyer personnel; and
* Generic advice on health-related matters, including specific conditions or illnesses, responsibility under duty of care, possible preventative measures and opportunities for active intervention including signposting the Buyer personnel to further sources of advice and support.

The Supplier will provide advice if a Buyer personnel has a progressive or terminal illness, and where appropriate, make recommendations to the Buyer on how to support the Buyer personnel in the workplace and signpost the Buyer personnel to additional sources of information and support.

The Supplier will assist the Buyer personnel with a detailed hand-over to the Employee Assistance Programme services or other relevant support services, which may be provided by the Buyer or other external organisations. The Supplier will ensure that the transition to other support services is documented in the case report.

The Supplier will determine where a Buyer personnel requires urgent psychological support. The Supplier will have a seamless process in place to refer the Buyer personnel to immediate support via the Buyer Employee Assistance Programme Supplier or other psychological support services provided the Buyer.

The Supplier will ensure that the Buyer is notified of a Buyer personnel failing to attend an appointment within one (1) working day of an appointment being missed.

## Attendance and Performance Management Case Reports

The Supplier will provide attendance and performance management case reports to the Buyer where a referral relates to the attendance and/or performance management of Buyer personnel.

The Supplier will provide advice in attendance and performance management case reports that takes account of the Buyer’s policies and business needs whilst not compromising the medical needs of the Buyer personnel.

The Supplier will confirm that all relevant Buyer personnel consents have been requested and granted and where not granted state the impact this may have on the case. Where Buyer personnel consent has not been granted only such information as can otherwise be disclosed shall be included in case reports.

Case reports must be written in plain English. Medical terms and the rationale for any recommendation relating to overcoming barriers due to Buyer Personnel medical conditions will be explained.

Case reports will provide a balanced assessment of Buyer personnel perception versus clinical opinion and note steps the Buyer personnel is taking, if any, to improve their circumstances.

Case reports will contain the details of the Supplier Personnel who wrote the report and contact details for queries.

The Supplier will include the following in all case reports:

* A concise summary of the relevant medical issues with advice on the Buyer personnel’s current health status;
* The prognosis for the Buyer personnel’s condition
* Assessment of the Buyer personnel’s fitness for work and their current functional ability. If work duties are affected, advice on whether this impairment is likely to be short term, long term or permanent.
* Advice on the prospect of the Buyer personnel’s return to work or return to full duties, and likely timescales.
* A rehabilitation plan, advice on adjustments if appropriate, with reasons why and clear timescales.
* Advice on whether the Equality Act 2010 is likely to apply.

In addition, the reports should provide answers to specific questions asked by the referring manager.

In relevant cases the Supplier will include in reports:

* Advice relating to lifestyle issues (for example drugs, alcohol, diet and exercise);
* Expected sickness absence levels of the Buyer personnel;
* Identification of any work-related health and safety risks impacting the case;
* Advice on whether the Buyer personnel’s illness or injury is work-related;
* Advice on whether recommended adjustments are permanent or temporary;
* Confirmation of and clinical justification for a further review of the Buyer personnel’s case where relevant, in exceptional circumstances;
* A review of whether ill-health retirement should be considered for the Buyer personnel, if requested;
* Inclusion of advice based on consideration of GP and/or specialist reports;
* A recommendation if the Buyer personnel should be referred to the Employee Assistance Programme services or other services offered by the Buyer;
* A recommendation if a work-related injury or ill-health should be reported to the Health and Safety Executive (HSE) under Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR);
* A recommendation if a work-related injury or ill health might be appropriate for referral to the Civil Service Benefits Injury Scheme or other such schemes as may be noted by the Buyer;
* A recommendation on the actions needed if the Buyer personnel has come into contact with someone suffering from an infectious disease or condition. Where relevant, the Supplier will also specify whether the Health and Safety Executive (HSE) or Local Authority need to be informed.

The Supplier will if requested provide support to the Buyer in the preparation of material required for an employment tribunal or court. This is not something that has occurred previously, but the Supplier must be prepared to accommodate such requests if necessary.

Reports are usually obtained by the Buyer from the referring manager, by exception the Supplier will provide the Buyer with the content of any case reports if requested to support employment decisions, including dismissal on ill health grounds or to defend personal injury claims in an employment tribunal or court.

If required by the court, the Supplier Staff responsible for the report will be available to defend the contents of the report in court.

The Supplier will provide additional and/or clarify information where requested by the Buyer. This will be considered part of the case report and not additionally charged to Buyer.

The Supplier will ensure that occupational health consultations, video, telephone or face to face, are held within seven (7) working days with OHA and twelve (12) working days with OHP, of a Buyer personnel referral. The Supplier will provide reports to the Buyer within two (2) working days of an occupational health consultation.

Where the Supplier makes a recommendation to provide an alternative role for Buyer personnel, the Supplier must provide advice on work activities that the Buyer personnel would be able to carry out in the workplace based on knowledge of the Buyer’s organisation and roles.

The Supplier must provide timescales for any advice they provide e.g. how long specialist equipment would be required as an adjustment, whether the adjustment is permanent or temporary.

## Ill Health Retirement

The Supplier will make recommendations to the Buyer to support them with Ill-Health Retirement cases when requested.

The Supplier will assist the Buyer to gather and collate medical evidence to support the Medical Advisor to the Principal Civil Service Pension Scheme (PCSPS) or other relevant pension scheme on applications for ill-health retirement.

The Supplier will not make a decision on whether the Buyer personnel qualifies for ill-health retirement.

The Supplier will, on request, provide the Buyer with an opinion on the likelihood of the Buyer personnel meeting the criteria for ill-health retirement to enable the Buyer to determine if a formal retirement application should be made for the Buyer personnel.

The Supplier will provide such opinion, based on a paper review of existing medical evidence provided to the Supplier, or via a further medical examination of the Buyer Personnel.

The Supplier will provide an electronic report of the opinion to the Buyer once the Buyers Personnel consent has been gained.

The Supplier will work with other Suppliers of medical services which support ill-health retirement applications and Industrial Injury cases as needed in the collation of evidence for such cases.

The Supplier will provide a referral route for the Buyer to submit an ill health retirement application for Buyer personnel.

The Supplier will provide the Buyer with and/or send directly to the Medical Advisor to the Principal Civil Service Pension Scheme (PCSPS) or other relevant pension scheme, a copy of a medical in confidence (MIC) report which contains a breakdown of known medical information in sealed envelopes to support ill-health retirement requests. The MIC may be sent electronically where a secure process is documented and agreed in advance with the relevant pension scheme Medical Advisor.

The Supplier will also provide a referral route and assist the Buyer to gather, collate and send medical evidence for injury benefit requests. The MIC report may also be used to support injury benefit requests and in response to subject access requests.

The Supplier will provide all medical opinion reports to the Buyer/Medical Advisor to the PCSPS within six (6) working days of request.

## Pre-Employment Check

The Supplier will provide pre-appointment and pre-enrolment checks on behalf of the Buyer.

The Supplier will work with the Buyer to determine the type and level of medical assessment for potential Buyer personnel.

The Supplier will:

* Provide an online assessment Service that will automatically return clearance where the potential Buyer personnel responses conclude medical fitness;
* Assess fitness in relation to specific job requirements, and where necessary, identify health surveillance requirements including a baseline of the Buyer personnel health status against which to measure future health surveillance tests;
* Where practicable and where requested by the Buyer, the health surveillance assessment and fitness for task test will be conducted at the same time;
* Advise on any workplace adjustment, including the provision of specialist equipment, which may be required in order to support Buyer personnel or potential personnel with a pre-existing condition to carry out a role or participate in an interview;
* Provide automatic escalation of the case where required;
* Highlight if the Buyer personnel or potential personnel is likely to be covered by the Equality Act 2010 and provide clear advice and guidance on any adjustments to the work/interview environment, required under the Equality Act 2010, taking account of the job specification/interview format;
* Provide a report to the Buyer/ personnel managing the Buyer’s recruitment following online screening within twenty-four (24) hours of screening;
* Provide an occupational health adviser written opinion following online assessment to the Buyer within two (2) working days of assessment;
* Provide Buyer personnel or potential personnel with a telephone or face to face assessment within five (5) working days of request; and

Provide the Buyer/ personnel managing the Buyer’s recruitment with a written opinion following telephone and face-to-face assessments within two (2) working days of the assessment.

The Buyer requires the Supplier to carry out fitness testing as part of the pre-appointment process for specific security officer roles as detailed in section 6.9.

The Supplier must work with and accept referrals from the organisations involved in the Buyer’s recruitment process to provide a seamless service to candidates.

## Fitness for Task and Safety Critical Work Services

The Supplier will carry out fitness for task and safety critical work medical assessments to ensure that Buyer personnel can safely do a specific job or task.

The Supplier will ensure that all fitness for task and safety critical work assessments and reports are completed within ten (10) working days of referral.

The Supplier will carry out fitness for task activities requiring face to face appointments at the Buyer’s onsite OH department/workplace in Swansea unless alternative arrangements are agreed with the Buyer.

The assessments will:

* Enable the Buyer to comply with relevant health and safety legislation and Buyer policies and procedures;
* Determine if the Buyer personnel is suffering from any medical condition or undergoing medical treatment which could impact on their ability to undertake a safety critical task or pose a significant risk to themselves or others; and
* Deliver mandatory substance misuse testing for drugs and alcohol, as required under the security clearance process as requested by Buyers. This is not currently a requirement for the Buyer but the Supplier should be able to provide this if requested.

The Supplier will provide fitness for task assessments, which will include but not be limited to:

* Driver medicals including DVLA Grp II medicals;
* Fork lift truck medicals;
* Night workers assessments in accordance with the Working Time Regulations;
* Podiatry assessment;
* Pregnant workers assessments;
* Security officer fitness testing

The Buyer drivers of official vehicles include those driving shuttle buses and service vans between sites and official transport vehicles for transporting staff as part, or all, of their job role. Testing should include vision assessment and advice on muscular skeletal conditions.

Night worker assessments are currently rare, but provision should be provided because of the changing nature of the Buyer and possible requirements for future flexible working.

Podiatry assessments would be extremely rare and are not routinely used, but a small number of Buyer personnel wear protective footwear for their work and could have a requirement for a podiatry assessment if a Buyer Personnel was experiencing discomfort/issues with their feet relating to their work/protective footwear. In the event of such cases, the Supplier would provide an assessment and recommendations for any adjustments that may be required to ensure foot health/comfort.

Pregnancy referrals to OH are common at the Buyer and require the Supplier to provide advice on any reasonable adjustments to the workplace or task for those with health issues during pregnancy.

Security fitness and health testing will be required to ensure that Buyer personnel in specific security roles have the necessary fitness to carry out the duties involved. Buyer Security Personnel who undertook fitness testing as part of pre-employment checks will undertake the security fitness testing every 2 years to ensure continued fitness for the role.

The testing will include but not be limited to:

* Skin, respiratory and general health questionnaires;
* Blood pressure;
* Spirometry;
* Chester step;
* Vision, Msk and whisper tests.

## Surveillance Services

The Supplier will provide health and medical surveillance and health monitoring Services in accordance with UK Legislation, including the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999.

The Buyer’s Health and Safety team identify the health surveillance required in the Buyer’s organisation.

The Supplier will work with the Buyer to:

* Develop agreed health surveillance protocols in partnership with the Buyer in the event of an occupationally acquired disease outbreak, for example, the development of a communication strategy;
* Identify those Buyer personnel who require surveillance Services due to their role and/or working environment;
* Record and monitor all surveillance Services provided, act in accordance with all legal requirements and provide a report to evidence this;
* Deliver surveillance Services as requested by the Buyer;
* Report immediately to the Buyer if Buyer personnel are suffering work related exposures or are at risk of being exposed;
* Provide the Buyer personnel with the content of the health surveillance test and gain their consent to release it to the Buyer; and
* Provide all required documentation to the Buyer to enable accurate records to be maintained.

The Supplier will ensure all assessments are developed in line with clinical practice, relevant legislation and published industry practices.

The Supplier will ensure that surveillance Services are undertaken by suitably skilled and experienced occupational health physicians, and/or advisors, where required.

The Supplier will provide Surveillance Services, which currently include, but are not limited to:

* Dermatology/skin assessment;
* Noise assessment / hearing surveillance;
* Night worker

The Supplier will ensure that all health surveillance and monitoring assessments and reports are completed within ten (10) working days of referral.

Statutory health surveillance is required for staff working shifts/nights in a 24/ 7 environment. There are currently just over 100 staff who require the offer of night worker health surveillance questionnaire, in 2023/2024 only 3 staff members opted to complete the questionnaire.

Skin assessment, skin care regime and information will be required for staff who handle chemicals. The requirement is low, currently 18 staff require this type of assessment/ information.

Audiometric testing is required for DVLA personnel who work in roles that require audio surveillance, which may include machine operators, forklift truck drivers and stores staff. Current figures are around 113 staff, not all staff require testing every year.

The Supplier will carry out health surveillance activities requiring face to face appointments at the Buyer’s premises in Swansea unless alternative arrangements are agreed with the Buyer.

The Buyer has 4 Buyer personnel who drive forklift trucks. They do not currently require health surveillance, but if they were reclassified in the future the Supplier would be required to provide Forklift Truck Driver health surveillance as requested by the Buyer.

## Physiotherapy Services

The Supplier will provide physiotherapy Services and will deliver these Services onsite at the Buyer premises in Swansea.

The Supplier will provide physiotherapy Services for Buyer staff with a work location outside Swansea. The Supplier will provide face-to-face physiotherapy for these Buyer staff in an appropriate premises within a reasonable distance, no more than one hour’s travelling distance by public transport, from the Buyer personnel’s office location.

 of the Buyer Personnel’s normal place of work, which will accommodate the Buyers Personnel’s mobility needs and will be conducted in a location which meets such needs.

The Supplier will provide qualified physiotherapists to carry out physiotherapy appointments where individuals can be assessed, receive treatment quickly when they experience musculoskeletal problems associated with work and receive any necessary follow up appointments.

The Supplier will provide the Buyer personnel with exercise and advice programmes that can be self-managed by the Buyer personnel.

The Supplier will accept physiotherapy referrals from Referring Managers only, Buyer personnel are not able to self-refer into the service.

The Supplier will agree the criteria for face-to-face or video conferencing physiotherapy with the Buyer who will approve the number of sessions that can be offered to the Buyer personnel.

The Supplier will provide a detailed assessment of the Buyer personnel’s musculoskeletal injuries to identify any traumatic and trauma associated conditions.

The Supplier will provide a report to the Buyer Referring Manager, on the nature, extent, and prognosis of each individual condition, including appropriate treatment programmes.

The Supplier will provide fast track physiotherapy Services to the Buyer personnel who present with a musculoskeletal disorder resulting from an acute injury, which may or may not be work-related.

The Supplier will not provide this service to Buyer personnel with long-standing chronic conditions; such Buyer personnel will be signposted by the Supplier to NHS Primary care.

The Supplier will provide the Buyer personnel with an appointment and first face-to-face physiotherapy session within ten (10) working days of referral.

The Supplier will provide the Referring Manager and the Buyers Personnel with a report detailing the outcome of the treatment within two (2) working days of completion of treatment.

The administration of Physiotherapy Service, including the online portal and scheduling of appointments, will be carried out in the same way as all other administration and appointments provided by the Supplier.

The physiotherapy service will include delivery of advice, information, and education to staff with the aim of reducing musculoskeletal disorders. This preventative approach is an important element of the Buyer’s health and well-being strategy.

The Buyer is open to considering all innovative approaches to education activities, past examples have included but not been limited to group information sessions, lunch time promotions, floor walking and speaking to staff at their workstations.

## Workplace/Workstation Assessments

The Supplier will provide the Buyer with workplace/workstation assessments as requested.

The Supplier will conduct remote assessments of the Buyer Personnel’s workplace/workstation to determine what, if any, adjustments are required to support the Buyer personnel’s ability to attend work or to carry out a particular job.

In certain circumstances the Supplier will conduct face to face assessments at the Buyer Personnel’s workplace/workstation to ensure appropriate recommendations are made, including but not limited to;

* obtaining measurements to accurately recommend bespoke specialist equipment;
* assessing the workstation of Buyer Personnel with complex or multiple health conditions;
* assessing the workstation of Buyer Personnel where size or other factors mean the workplace/station cannot be adequately assessed remotely.

The Supplier will, if requested by the Buyer, carry out workplace assessments at a Buyer personnel’s home if required for a hybrid/home worker. This is not something that is routinely carried out, but the Supplier should be able to provide this if requested by the Buyer.

The Supplier will ensure that role and procedure assessments are included in the overall assessment.

The Supplier will assess any existing workplace adjustments to determine if continued use of such provision is acceptable.

The Supplier will provide a report to the Buyer after an assessment, listing recommended adjustments. Recommendations should be made to alleviate or improve situations in the workplace, the report provided by the Supplier will give clear information on the improvements their recommended adjustments will make relating to the Buyer Personnel’s health issue or identification of a general issue.

The Supplier should consider whether any equipment/changes to the workstation they are recommending would adversely impact the business or on other staff in the vicinity.

Continued use of current equipment must be a priority unless it is detrimental to the health of an individual or group. If recommendations are made for changes to equipment, the Supplier must state the reason why continuing to use the current equipment would be detrimental**.**

The Supplier will cooperate with the Buyer’s contracted Suppliers regarding the assessment and provision of reasonable adjustments.

Recommendations on the provision of, or changes to furniture or equipment must be made in conjunction with a third party from the Buyer, which may include a Health and Safety advisor or another member of the Estates Management Group, Information Technology, or telephony personnel.

Recommendations for specialist equipment/hardware/software must provide clear information for the referring manager on what barriers/difficulties the changes would address for the Buyer personnel.

Recommendations for specialist equipment must provide adequate detail to the Buyer on the exact requirements, for example, measurements for a specialist chair. The Supplier will provide this information on an equipment request form in line with the Buyers ordering process.

The Supplier will consider compatibility with the Buyer’s IT systems when making recommendations for adjustments.

The Supplier will ensure that all workplace assessments including those listed below take a maximum of ten (10) working days from referral to delivery of report to the Buyer.

The Supplier will ensure that assessments are appropriate for Buyer personnel with a diverse range of conditions, including those with neuro-diverse conditions such as Asperger’s/ autism, bipolarity, ADHD, schizophrenia, schizoaffective disorder or sociopathy, who may also be presenting with other non-related conditions.

The Buyer has been unable to utilise Access to Work provision since April 2022, with the exception of the Mental Health Support Services which remain available to Civil Servant until April 2025, at which point access will cease. The Supplier must, if requested, provide access to specialist workplace assessments that may previously have been referred to Access to Work.

## Display Screen Equipment (DSE) Assessments

The Buyer personnel carry out DSE self-assessments. There is no requirement for the Supplier to provide DSE Assessments.

Where Buyer personnel identify health concerns during the DSE self-assessment, a referral may be made to the Supplier by the Referring Manager to carry out a Workplace/workstation Assessment.

## Failure to Attend Appointments Process

The Supplier’s appointment notifications will detail the possible result of not attending an OH appointment, in line with the Buyer’s policy.

The Supplier will inform the Referring Manager of all missed appointments within 1 day. Referring Manager approval will be obtained prior to a new appointment being arranged.

The Supplier will remind Buyer personnel via telephone, e-mail and/or SMS of booked appointments. The Supplier will send a reminder to Buyer personnel at least forty-eight (48) and twenty-four (24) hours before any appointment is due.

The Supplier will inform the Referring Manager of all missed appointments, including repeated failures to attend. If the Buyer personnel does not attend three appointments the Supplier will work with the Buyer to address why the Buyer personnel has been unable to attend an appointment and seek to resolve the issue.

The Supplier will identify and report on all missed appointments and work with Buyer to propose, implement and track ways of reducing the number of missed appointments.

The Supplier will make every effort to utilise appointment slots, including, where practicable, contacting other members of Buyer personnel who may be able to attend an appointment at short notice. If the appointment is utilised, no fee for cancellation/non-attendance will be payable by the Buyer to the Supplier.

The Supplier will not apply a cancellation charge to any appointment cancelled more than 48 hours before the scheduled appointment. Buyer Personnel must be provided enough notice of appointment, a minimum of 72 hours, to enable them to inform the Supplier outside the 48 hour window that they are unable to attend.

**Health and Wellbeing Programmes**

## Vaccinations

The Buyer has previously run an annual onsite flu vaccination programme in Swansea and may wish to repeat this in the future. 880 flu vaccines were administered during the 2023 programme, with a further 12 staff, including staff based outside Swansea, opting for vouchers to obtain their vaccine in a pharmacy.

The Supplier will provide on-site flu vaccinations for Buyer personnel as required by the Buyer. If the Buyer requires other vaccinations in the future the requirement would be discussed with the Supplier at the time.

If required to deliver vaccinations, the Supplier will:

* provide the vaccines;
* be responsible for the cold chain; and
* agree how the vaccines will be transported and delivered to the Buyer premises with the Buyer.

The Supplier will provide any storage equipment, including fridge, required for the vaccines and be responsible for the maintenance this. The Supplier will discuss and agree with the Buyer any equipment they require to bring onsite to store vaccines and manage the cold chain.

If delivering vaccines at the Buyers site, the Supplier will manage the end-to-end programme, including any associated administration to ensure utilisation of all available vaccines.

The Supplier will provide and use an online booking tool to effectively manage and support the delivery of clinics providing these Services.

All costs associated with delivering an on-site flu vaccination programme should be factored into the bid.

If required, the Supplier will provide alternative methods of delivery for Buyer personnel, such as remote staff, where on-site is not appropriate (eg. vouchers).

The Supplier will comply with all relevant UK legislation and guidelines, including:

* Public Health Wales Standards (PHW)
* Public Health England Standards (PHE);
* Control of substances hazardous to Health Regulations (COSHH);
* Health and Safety at Work Act 1974;
* Health and Safety Executive (HSE) Guidance;
* The Green Book – Immunisation Against Infectious Diseases 2013; and
* National Travel Health Network and Centre (NTHNC) advice and guidance standards.

The Supplier will, in the delivery of vaccines:

* Provide general healthcare advice to support the Buyer personnel;
* Provide all consumables to support the delivery of the vaccines (e.g. gloves, needles);
* Ensure all medical waste is disposed of in accordance with applicable law;
* Provide appropriately skilled Supplier Staff as required for the delivery of any vaccine in line with published guidelines; and
* Provide the Buyers Personnel with the most up to date public health advice.

The Supplier will ensure that the Buyer personnel fully understand the impact of all vaccines on existing or underlying health conditions so that any risks can be managed and/or mitigated against.

The Supplier will gain written consent from the Buyer personnel, ensuring that the risks have been explained to them before accepting any vaccine.

The Buyer would expect the Supplier to provide support in the event of an outbreak/pandemic with vaccination and/or testing requirements.

## Health Screening Services

The Buyer has previously delivered Health Screening Programmes to staff aged over 40. The last programme ran in early 2023 when 930 staff attended Health Screening appointments.

The Supplier may be required to provide a face-to-face health screening programme to Buyer personnel at the Buyer premises. This health screening will not mirror the service offered by the Buyer’s interactive kiosks (BMI, Weight, blood pressure, heart rate) and will offer a more extensive screening which will include but not be limited to:

* Lifestyle questionnaire;
* Body Mass Index;
* Blood Pressure tests;
* Lung function tests (peak expiratory flow rate);
* Liver function (GGT);
* ECG;
* Diabetes testing; and
* Urinalysis and Haemoglobin test (cholesterol and random glucose).

The Supplier will provide an end-to-end health screening programme including a digital booking platform and all administration.

The Supplier will provide the Buyer with an anonymised outcome report highlighting key findings from the screening programme.

The Supplier will signpost Buyer personnel to the Buyer’s, Employee Assistance Programme Services, if deemed necessary, based on the assessment of the Buyer personnel’s response to questions and/or physical examination.

**Additional Services**

The Supplier will provide the services detailed in 6.18 to 6.25 if requested by the Buyer. These services are not routinely used by the Buyer but the Supplier must be able to provide them if they are required and requested.

## Specialist Workplace Assessments

The Supplier will provide Specialist Workplace Assessments when requested by the Buyer, including but not limited to:

* Hearing and Visual Impairment
* Autism Workplace Needs Assessments
* Dyspraxia Workplace Needs Assessment
* ADHD Workplace Needs Assessments
* Mental Health Workplace Assessment
* Workplace Needs Assessment
* Dyslexia Assessments

The Supplier will carry out the specialist assessments using suitably qualified and experienced staff in the Buyer personnel working environment, where the usual attendance and performance management assessments are unable to provide the required advice.

The Supplier will provide a detailed report to the Referring Manager and Buyer personnel recommending any suitable workplace adjustments to be made, including any suitable aids, equipment, technology, training/coaching and/or specialist support for both the Buyer personnel and the Manager, some of which the Supplier will provide directly or provide signposting to, and make recommendations to the Buyer personnel of actions they can take to enable them to do their job effectively.

The Buyer does not provide a diagnosis service for Dyslexia.

The Supplier will provide dyslexia assessments by specialist dyslexia assessors (including Educational Psychologists) where requested by the buyer.

The Supplier will provide Workplace Needs Assessments for the Buyer to support Buyer personnel who do not have a diagnosis but are experiencing difficulties in the workplace with issues such as attention, organisation, working memory, time management etc.

The Supplier will not undertake diagnostic activity unless requested by the Buyer.

## Hearing and Baseline Hearing Tests

The Supplier will provide hearing tests where requested by the Buyer for Buyer Personnel who:

* are in roles where good hearing is safety critical;
* have experienced a noise incident at work;
* are concerned that their hearing has been adversely affected by their work; and

are required to wear covert earpieces.

The Supplier will provide an assessment for Buyer personnel who are suffering with symptoms of acoustic shock that persist beyond a day or if there is a persistent hearing problem that affects their ability to do their work that is not due to equipment problems or an acute medical condition.

The Supplier will ensure that, if as a result of a test, a problem is identified the Buyer personnel will be referred to their GP for further investigation or treatment.

The Supplier will provide baseline-hearing tests for Buyer personnel, prior to occupational exposure to noise in accordance with the Control of Noise at Work Regulations 2005.

The Supplier will ensure that they support the Buyer in their duty of care to the Buyer personnel, for example those working with machinery, with regular audiometry for hearing conservation/surveillance programmes.

## Coping Strategy Coaching

The Supplier will, if requested by the Buyer, provide Coping Strategy Coaching to Buyer personnel who may be experiencing more severe difficulties in processing and carrying out tasks in the workplace such as:

* Organisation
* Time Management
* Memory Skills
* Spelling
* Numeracy

The Supplier will provide this Service through experienced coaches to Buyer personnel in the workplace for up to a maximum of three (3) sessions. Additional sessions would need to be authorised by the Buyer.

The Supplier will provide solutions and coping strategies to Buyer personnel to enable them to do their job effectively and provide a report to the Referring Manager listing any suggested workplace adjustments or learning that is required.

## Support Worker Assessment

The Supplier will provide the Buyer with support worker assessments if requested.

The Supplier will, on request of the Buyer, assess a disabled Buyer personnel’s need for a clinical or non-clinical support worker to assist them at work. For example, support may include personal hygiene, support with eating, dressing and/or supporting a disabled Buyers Personnel in and around the workplace**.**

The Supplier will carry out the assessment at the Buyer personnel’s place of work and will book an appointment with the Buyer personnel upon receipt of a request from the Buyer.

The Supplier will provide the Buyer with a formal report of the assessment and the report will include advice relating to the tasks a support worker would be required to undertake.

The Supplier will advise Buyers where to source a support worker to carry out the tasks recommended in the assessment.

## Occupational Therapy Assessment

The Supplier will provide an occupational therapy assessment for Buyer personnel if requested for example, where a clinical need has been identified.

The Supplier will deliver an assessment report to the Buyer detailing the Buyer personnel issues identified, functional abilities, potential adjustments that should be made in the workplace for the Buyers Personnel and a graded rehabilitation programme.

The Supplier will carry out a follow-up assessment, to be undertaken by an occupational therapist, on request of the Buyer.

The Supplier will assess whether the recommendations and advice provided in the assessment report have been implemented correctly and assess if further adjustments are required.

The Supplier will confirm to the Buyer if the Buyer personnel has sufficient information to manage their condition and will confirm that equipment provided has been set up and/or modified appropriately.

## Case Conferences

The Supplier will attend and participate in case conferences as required by the Buyer. Case conferences will take place on an ad-hoc basis for any complex cases, to monitor attendance management cases and will be conducted for one or more cases as requested by the Buyer.

The Supplier will:

* Ensure case conferences focus on recommendations to resolve long-term sickness absence and cases of repeated short-term absences where a medical condition may be the cause;
* Provide verbal and written case reports including a summary of the case, prognosis, likely length of absence, workplace adjustments required and recommendations and actions required by either the Supplier, Buyer and/or the Buyer personnel; and
* Provide the Buyer with details of any recommendations made by the Supplier to the Buyer personnel and with which the Buyer personnel disagrees.

The Supplier will be advised that attendees at case conferences may include line management, HR, relevant Supplier Staff (such as the occupational health advisor), a member of the Buyer workplace adjustments team, health and safety advisor, wellbeing advisor, a trade union representative and/or legal advisor, where the Buyer personnel has given prior agreement.

The Supplier will be advised that case conferences will be delivered by telephone, face-to-face, video, on-site and/or off site as required by the Buyer.

During case conferences the Supplier will discuss the Buyer personnel’s suitability to remain in work, where the Manager has concerns about their wellbeing.

The Supplier will ensure that ad hoc case conferences are scheduled within three (3) working days and held within ten (10) working days of request by the Buyer.

## Publicity and Promotion

The Supplier will provide the Buyer with high quality and inclusive publicity and general promotional material throughout the Call Off contract to highlight awareness and get the

the most out of the Services at no additional cost to the Buyer.

The Supplier will use a range of delivery methods including but not limited to:

* Webinars;
* Instructional Documents and videos; and
* Aide memoires.

The Supplier will ensure that any IT delivery platform is approved by the Buyer in advance.

The Supplier will ensure that any material provided is agreed in advance by the Buyer and contain branding specific to the Buyer if required.

The Supplier will ensure that promotion and awareness includes at a minimum:

* The role of the Occupational Health Service, the purpose of referrals, what to expect and what not to expect, when to refer and when not to refer;
* Guidance for managers on making good referrals e.g. checklist, examples of best practice and relevant questions, and
* How Buyer personnel can make the most effective use of the Service.
* ‘How to’ instructional guides on using the online portal to access the services.

## Consultancy Services

The Supplier will provide an innovative consultancy Service based on insight, research and data delivered by Supplier Staff with specialist knowledge, where requested by the Buyer.

The consultancy Services will include:

* Information and support about national health concerns and initiatives, health trends and departmental absence trends;
* Health and safety industry specialists to deliver health surveillance guidance and training;
* Project managers to manage specific projects and co-ordinate defined research activities;
* Occupational health advisors to deliver educational and advice Services focused on health in the workplace. Such Services can be delivered in a variety of ways, including presentations, published guidance and/or webinars;
* Occupational health physicians to deliver advice and guidance on health in the workplace. Such Services can be delivered in a variety of ways including presentations, guidance and/or webinars; and

Occupational therapists to deliver consultancy, education and training on areas pertinent to the provision of the Services.

## Education and Awareness Programmes

The Supplier will deliver a programme of education and support to Buyer personnel in relation to the Services. This educational approach is a key element of the Buyer’s health and well-being strategy, has contributed to significant reductions in sick absence and is in line with wider government initiatives to improve general health. Activities are mainly provided through a planned programme, although ad hoc requirements may also arise.

The Buyer may require input from the Supplier on the development of the programme to identify the most relevant subject matter and method of delivery. The Supplier may be required to provide resource on site to support the delivery of a programme of education.

The Supplier will provide an evaluation of each activity, together with recommendations for future related activities.

The Supplier will network at all levels across the business to consider what preventative solutions could be adopted to address particular attendance issues and consider what preventative measures could be taken to minimise the overall risk of sickness absence.

The Supplier must ensure a joined-up approach with the EAP Supplier to gain maximum benefits for individuals and the Buyer, and to ensure there is no duplication of effort with sources of other such programmes. The Buyer expect Suppliers of OH and EAP to work together to ensure a seamless service to staff with no overlap.

The Supplier will provide information and guidance to the Buyer on any new medical legislation and any national medical issues such as pandemics.

The Supplier will agree the content and delivery of such programmes in advance with the Buyer.

The Supplier will ensure that all health promotion materials reflect that of wider government health policy published by the Department of Health, Public Health England and Public Health Wales and reflect clinical best practice.

The Supplier will include relevant material in their programme which is provided by the Buyer, such as policy changes and health and wellbeing initiatives. The content of any programme will be based on material readily available by the Supplier and tailored where required for the Buyers.

The Supplier will develop, where requested by the Buyer, tailored material to be delivered to the Buyer’s employees. The Supplier will not charge for the delivery of tailored material until the Buyer has agreed the content and delivery method.

The Supplier will ensure that programmes coincide with all national and local health strategies and awareness campaigns.

The Supplier will deliver the programmes using a variety of communication methods, including posters, leaflets, audio, web-based, workshops and seminars and will tailor programmes to meet the needs of the Buyers.

The Supplier will ensure subject areas cover general health and wellbeing including, but not limited to:

* Mental health;
* Musculoskeletal health;
* Healthy lifestyle;
* Stress management;
* Miscarriage/baby loss
* Menopause
* Back care;
* Exercise;
* Sleep;
* Health promotion;
* Smoking awareness;
* Sun safe;
* Blood pressure;
* Diabetes (incorporating obesity and healthy eating);
* Bone density;
* Weight; and;
* Diet and nutrition.

In line with the ESPO framework the Supplier will provide thirty-seven (37) hours of an appropriate member of staffs’ time per annum to the Buyer at no extra charge if requested. The Buyer will use this time for health promotion activities as they see fit.

**Service Delivery and Implementation**

## Premises and Access to Services

When services are delivered at the Buyer premises, the Supplier will ensure that the accommodation is suitable for the Services.

The Supplier will agree with the Buyer any equipment required for the delivery of on-site Services.

Where the Supplier will be responsible for the provision of such equipment the Supplier will provide the Buyer with all requirements of the premises in order that the equipment can be correctly installed and maintained.

The Supplier should note that the availability of WIFI may be inconsistent across the Buyer premises.

The Supplier will ensure that access to premises is requested from the Buyer in advance of Services being performed to allow for any additional security clearance, which may be required.

The Supplier will provide mobile units and all necessary equipment and Supplier Staff where the Services are required to be delivered from such facilities. The Services may also be required for Buyer personnel based in remote locations, or where the Buyer are unable to provide suitable accommodation. There is no routine requirement for mobile units, but Suppliers should be able to provide them if required. If this requirement arose it would be discussed in detail with Supplier.

The Supplier will ensure that face-to-face Services which are required away from the Buyer’s normal place of work, are conducted on premises that are appropriate, safe and offer adequate levels of privacy for Buyer personnel.

The Supplier will ensure that appointments not conducted on the Buyer premises take place in suitable Supplier premises within a reasonable travelling distance of the Buyer personnel’s home, but no more than one hour’s travelling distance by public transport, from the Buyer personnel’s office location.

The Supplier will ensure, if requested by the Buyer personnel, Supplier Staff of the same gender will carry out the consultation.

The Supplier will ensure that there are sufficient, adequately equipped premises to provide Services to disabled Buyer personnel, including disabled parking.

## Service Implementation

The Supplier will provide implementation support for the Buyer at no additional charge, which will include as a minimum but not limited to:

* A detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities and dependencies, this plan should be delivered to DVLA within 30 days of the Contract Award;
* Work with the Buyer to set up systems and processes to support the delivery of the Services;
* Work with the Buyer to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Staff;
* A communications strategy to ensure the Buyer is kept informed at key stages during the transition of Services;
* Details of the publicity and promotion activity to launch the service;
* Work with the incumbent Supplier to ensure a seamless transfer and continuity of Services, including the transfer of all relevant medical records and Data: and
* The transfer of all relevant historical medical records to any new Supplier on expiry of the Call Off contract.

The Supplier will provide the Buyer with an end-to-end process flow and description of how all Services are managed, from the point of contact through to case resolution as part of their implementation plan. These processes will be approved in advance by the Buyer.

The Supplier will work with other Buyer contracted Suppliers to deliver a seamless and joined up approach across the Service.

The Supplier will establish a project team, which is responsible for the implementation of the Services.

The Supplier will appoint a project manager with relevant experience of implementing a project of similar size and complexity.

The Supplier project manager will report to the Buyer on all aspects of implementation.

The Supplier will provide all information requested by the Buyer to satisfy the Buyer’s internal data protection processes.

## Service Level Agreement (SLA) and Key Performance Indicators (KPIs)

The details of the SLA and KPIs applicable to this requirement are outlined in Annex 5.

* 1. **Social Value Considerations**

The Social Value Act (2012) requires contracting authorities to consider social

value when procuring services, by taking into account the additional social benefits that can be achieved in the delivery of its contracts. It has been identified that Procurement Policy Note 06/20 – taking account of social value in the award of central government contracts applies to this procurement.

Using policy outcomes aligned with Government’s priorities, a weighting of 10% of the overall score for this requirement isdedicated to social value criteria.

The social value themes for this requirement are set out below, which requires Suppliers to demonstrate how, in the delivery of this contract, they can assist the DVLA in delivering the policy outcomes shown:

|  |  |  |
| --- | --- | --- |
| **Theme** | **Policy Outcome**  | **Delivery Objective**  |
| Tackling economic inequality | Create new businesses, new jobs and new skills | The Buyer expects the Supplier to demonstrate the measures they are taking to create new businesses, new jobs and new skills, this could include: * Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.
* Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.
* Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.
 |
| Equal Opportunity | Tackle Workforce Inequality | Suppliers will be expected to show how they are tackling workforce inequality, ways they could do this include:* Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.
* Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.
* Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.
 |

An overview of the evaluation process is provided in Section 13 and the required social value criteria are detailed in Annex 1**.** Any specific performance monitoring requirements and Key Performance Indicators (KPIs) relating to social value will be outlined in Annex 5.

The successful Supplier will be expected to demonstrate how they deliver social benefits that support the key social outcomes highlighted in the table above.

# Quality Assurance Requirements

The Supplier will be expected to provide evidence/certificates of pertinent standards as part of their bid.

The standards and/or certificates will need to be checked and validated at appropriate intervals for the duration of the contract, the Supplier must provide the certificates when requested for this purpose.

## Supplier Accreditation

The Supplier will be Safe Effective Quality Occupational Health Service (SEQOHS) accredited or be signed up to the SEQOHS accreditation pathway.

The Supplier will act in compliance with Health and Safety Executive (HSE) guidance in the delivery of the Services.

The Supplier will ensure that all Service delivery adheres to recognised public healthinitiatives and best practices including, but not limited to:

* Civil Service Health & Wellbeing Strategy
* NICE Workplace Guidance;
* The NHS Long Term Plan (2019);
* Workplace Health: Applying All Our Health (PHE);
* Healthy Working Wales (PHW); and
* HSE Guidance

The Supplier will ensure that the delivery of Services remains current with all changes to published public health initiatives and will update the Buyers how any changes will be applied to and/or impact the delivery of the Services.

The Supplier shall work with Buyers to support the NHS Long Term Plan (2019). The “LTP” is a 10 Point Plan designed to improve the health and wellbeing of the population.

## Security

The Supplier will meet the requirements detailed in section 8.2, including but not limited to;

* the required Cyber Essentials Scheme certificate.
* ensure the Buyer’s information and data is secured in a manner that complies with the Government Security Classification policy.

# Other Requirements

## 8.1) IAG Security Schedule

Where the Supplier processes Government data, including but not limited to, personal data on behalf of the DVLA the following requirements shall apply, unless otherwise specified or agreed in writing.

**Assurance and Audit**

* **Statement of Assurance**

This contract will require the Supplier to process government data on DVLA’s behalf. The successful tenderer will be required to complete a Statement of Assurance Questionnaire (SoAQ) prior to formal contract award and before any processing of data commences in relation to this contract, to satisfy DVLA that its data will be appropriately protected. The purpose of the questionnaire is to assess the maturity of policies, systems and controls associated with the handling of our data.

As part of this, the Supplier must confirm how DVLA data or information will be securely managed at each stage of the supply chain, including any sub-contractors, sub-processors or any other third parties.

The questionnaire must be completed and returned prior to contract award, and annually thereafter, and will be assessed by our Information Assurance & Governance team. DVLA will work with the Supplier to address any information aspects requiring improvement.

* **Audits of Processing**

The Supplier will allow for auditing of it’s DVLA data processing activity. Such audits will be conducted by the DVLA, the DVLA's representative or an agent acting on DVLA’s behalf and may include a site visit to the Supplier’s offices where DVLA data is processed.

* **Monitoring**

The Supplier will collect audit records which relate to all events in delivery of the service or that would support the analysis of potential and actual compromises resulting in a breach of security or a data loss event.

In order to facilitate effective monitoring and forensic readiness such audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of DVLA data. The retention periods for audit records and event logs must be agreed with the DVLA and documented.

* **Data Protection Impact Assessment**

Where this contract involves the processing of personal data on behalf of DVLA that results in a significant risk to the rights and freedoms of individuals, the Supplier shall provide on request all reasonable assistance to DVLA in the preparation and completion of a Data Protection Impact Assessment (DPIA) prior to commencing any processing of personal data.

Such assistance may, at the discretion of the DVLA, include:

1. a systematic description of the envisaged processing operations and the purpose of the processing;
2. an assessment of the necessity and proportionality of the processing operations in relation to the services;
3. an assessment of the risks to the rights and freedoms of data subjects; and
4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of personal data.

**Certification**

The Supplier shall ensure they hold relevant certifications in the protection of personal data and/or evidencing the effectiveness of technical and organisational measures they have in place. These certifications must be maintained throughout the entirety of the contract, including any applicable extension periods. Evidence of valid certificates and corresponding documentation shall be provided upon request by the DVLA's representative or an agent acting on DVLA’s behalf.

**Supplier Devices**

* **Removable Media**

The Supplier shall not use removable media in the delivery of this contract without the prior written consent of the DVLA.

* **Mobile Device Management**

The Supplier shall ensure that any DVLA data which resides on a mobile, removable or physically uncontrolled device is stored encrypted, using a product or system component which has been formally assured through a recognised certification process agreed with the DVLA, except where the DVLA has given prior written agreement to an alternative arrangement.

* **Security**

The Supplier shall ensure that any device which is used to process DVLA data meets all of the security requirements set out in the National Cyber Security Centre’s End User Devices Platform Security Guidance, a copy of which can be found at [https:www.ncsc.gov.uk/guidance/end-user-device-security](https://www.ncsc.gov.uk/guidance/end-user-device-security).

**Governance**

* **Organisational Structure**

The Supplier shall have a senior individual responsible for DVLA assets within your custody.

* **Asset Management**

The Supplier shall implement and maintain an asset register that identifies and records the value of sensitive DVLA assets which require protection. This includes both physical and information assets. Risk assessments should be managed to ensure that the security of the asset is proportionate to the risk depending on value and sensitivity.

* **Policies**

The Supplier shall establish, or indicate that they have in place, policies which detail how DVLA assets should be processed, handled, copied, stored, transmitted, destroyed and/or returned. These shall be regularly maintained. The Supplier shall provide evidence of relevant policies upon request.

* **Risk Assessment**
* **Technical**

The Supplier shall perform a technical information risk assessment on the service/s supplied and be able to demonstrate what controls are in place to address any identified risks.

* **Security**

The Supplier shall ensure an annual security risk assessment is performed at any sites used to process or store any DVLA data. This assessment must include perimeter security, access controls, manned guarding, incoming mail and delivery screening, secure areas and/or cabinets for the storage of sensitive assets, and have a demonstrable regime in place for testing controls against operational requirements.

* **Return of Data / Information to DVLA**

The Supplier must be able to demonstrate they can supply a copy of all data or information on request or at termination of the service.

* **Destruction / Deletion of Data or Information**

The Supplier must be able to securely erase or destroy all DVLA-related data or information that it has been stored and processed for the service, upon DVLA request.

* **Redundant Equipment / Media**

The Supplier shall securely destroy all redundant equipment or media that has held DVLA data in line with good industry practice and DVLA instructions. The Supplier must also be able to provide a certificate or confirmation of destruction/erasure upon request.

* **Incident Management**

The Supplier shall have policies in place which set out how information security incidents, and personal data breaches or data loss events (including breaches to the confidentiality, integrity, availability, and resilience of data) should be managed and who it should be escalated to, including notifying the DVLA immediately, or in any case within 24 hours, of becoming aware of the incident/s and/or breach/es.

This policy shall also include:

1. individual responsibilities for identifying and reporting security incidents and information security breaches;
2. a reporting matrix including escalation points;
3. an up to date list of relevant internal and external contact points; and
4. a timeline detailing at which point the policy should be implemented.

**Personal Data**

* **Processing Personal Data**

The Supplier as part of the contract agrees to comply with all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR and the Data Protection Act 2018, and the EU GDPR where applicable to the processing.

* **DVLA Written Processing Instructions**

The Supplier shall comply with DVLA’s written instructions, as outlined in the ‘Schedule of Processing’ in the contract.

* **International Transfers (Offshoring) of Government Data**

When international transfers or offshoring is described, the focus is typically on the physical location where data is hosted (such as where the data centres are located). However, whilst physical location of data is a critical part of the offshoring question, it is important to understand how and where data might be logically accessed. Administrators or technical support staff may be located anywhere in the world, with logical access to data.

The Supplier (and any of its third party sub-contractors, sub-processors or Suppliers) shall not, transfer, store, process, access or view DVLA data outside of the UK without the prior written approval of DVLA, which may be subject to conditions. Any changes to offshoring arrangements must also be approved by DVLA.

Any request to offshore DVLA data must receive formal approval from DVLA prior to the commencement of any data processing activity. This is requested through the completion of DVLA’s offshoring questionnaire.

In the event that the Supplier proposes to offshore any DVLA data as part of the contract, they would be required to provide details in the offshoring questionnaire about the processing to be carried out offshore, including:

1. the privacy risks and the security controls in place to protect the data;
2. how the offshoring arrangement is legitimised to comply with relevant data protection legislation (e.g. adequacy decision, appropriate safeguards, Standard Contractual Clauses/International Data Transfer Agreements); and
3. where applicable details of any transfer risk assessment that has been conducted, along with any supplementary measures implemented.
* **Cookies, Web Beacons and Similar Technologies**

The Supplier shall not implement or use non-essential cookies, web beacons or similar technologies without the prior written approval of DVLA.

**Personnel**

* **Security Clearance**
* **Level 1**

The Supplier is required to acknowledge in their response that any Supplier staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff.

* **Level 2**

The Supplier is required to confirm that Baseline Personnel Security Standard clearance (BPSS) is held for any Supplier staff that will have:

* access to or will process DVLA (customer or staff) data or information
* access to the DVLA site to provide routine maintenance
* access to the DVLA site and DVLA systems

The BPSS comprises verification of the following four main elements:

1. Identity;

2. Employment History (past 3 years);

3. Nationality and Immigration Status;

4. Criminal Record Check (unspent convictions only).

The aim of the BPSS verification process is to provide an appropriate level of assurance as to the trustworthiness, integrity and proper reliability of prospective staff.The Supplier is required to provide evidence of relevant Supplier staff clearance in their response.

* **Employment Contracts**

The Supplier shall confirm that organisational and individual responsibilities for information security are clearly defined in the terms and conditions of employment contracts, along with relevant non-disclosure agreements, where the individual with have access to any DVLA data, information and /or the DVLA site or systems.

* **Training**

The Supplier shall maintain a mechanism to ensure employees and contractors receive appropriate information security awareness and data protection training upon appointment, and perform regular updates to organisational policies and procedures, as relevant for each job function. Evidence must be provided where reasonably requested by DVLA.

* **Access Rights**

The Supplier shall ensure their staff are provided only the necessary level of access (using the principle of least privilege) to DVLA data or information, to deliver their job function within the contracted service(s).

Upon staff migration, or termination of employment, the Supplier shall verify that there is a process in place to ensure assets are returned and rights to assets revoked without undue delay.

Evidence of the above must be provided where reasonably requested by DVLA.

**Business Continuity and Disaster Recovery**

The Supplier shall have business continuity and disaster recovery plans in place to maintain or quickly resume any services provided to DVLA and shall maintain compliance with relevant legislation.

**Data Sharing**

DVLA’s Contract Owner will work with the successful tenderer to implement any information sharing or data sharing procedures and associated DVLA requirements that may be needed at any point during the lifecycle of the contract.

Information or data sharing procedures will need to be formally assessed and approved by DVLA through the Data Sharing Clearance Process, managed by the Information Assurance & Governance Team.

The Supplier will submit any requirements for information / data sharing via the Contract Owner to the DVLA who will consider the changes through this Data Sharing Clearance process.  Any proposals shall be considered and if approved an implementation plan will be formally offered to and accepted by both the DVLA and the Supplier before commencement.

This approvals process is designed to assess and identify additional measures and safeguards that may be required to protect data to those already stated in this specification document.

## 8.2) Cyber Security

The Government has developed Cyber Essentials, in consultation with industry, to mitigate the risk from common internet-based threats.

It will be mandatory for new Central Government contracts, which feature characteristics involving the handling of personal data and ICT systems designed to store or process data at the OFFICIAL level of the Government Security Classifications scheme (link below), to comply with Cyber Essentials.

<https://www.gov.uk/government/publications/government-security-classifications>

All potential Suppliers for Central Government contracts, featuring the above characteristics, should make themselves aware of Cyber Essentials and the requirements for the appropriate level of certification. The link below to the Gov.uk website provides further information:

<https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

As this requirement features the above characteristics, you are required to demonstrate in your response that:

* Your organisation has Cyber Essentials certification; **or**
* Your organisation will be able to secure [Cyber Essentials certification prior to commencement of the required services/deliverables; **or**
* Your organisation has other evidence to support that you have appropwrkriate technical and organisational measures to mitigate the risk from common internet-based threats in respect to the following five technical areas:
* Boundary firewalls and internet gateways
* Secure configuration
* Access control
* Malware protection
* Patch management

The successful Supplier will be required to provide evidence of Cyber Essentials certification ‘or equivalent’ (i.e. demonstrate they meet the five technical areas the Cyber Essentials Scheme covers) prior to commencement of the required services/deliverables. This will be through the completion of the Statement of Assurance Questionnaire (SoAQ).

The successful Supplier will be required to secure and provide evidence of Cyber Essentials re-certification ‘or equivalent’ (i.e. demonstrate they meet the five technical areas) on an annual basis.

**Further information regarding the certification process can be found here:**

<https://www.ncsc.gov.uk/cyberessentials/overview>

## 8.3) Sustainability

DVLA is committed to reducing any negative impacts produced by our activities, products and services. This aligns with the Greening Government Commitments which state we must: “Continue to buy more sustainable and efficient products and services with the aim of achieving the best long-term, overall value for money for society.”

DVLA is certified to ISO 14001:2015 and more information is available in our Environmental Policy at:

<https://www.gov.uk/government/publications/dvlas-environmental-policy>

The Supplier shall comply with this policy.

Where appropriate, the Supplier shall assist DVLA in achieving its Greening Government Commitments, current iteration detailed on [Greening Government Commitments 2021 to 2025 - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/greening-government-commitments-2021-to-2025) i.e. Reduce CO₂ emissions through energy consumption and travel, reduce water consumption and waste produced.

In line with Government commitments, the Supplier shall provide the specified services without the use of single use plastic. Medical equipment is exempt, however, the Supplier should consider more sustainable options where possible to minimise the environmental impact.

The Supplier shall be able to evidence continual environmental improvements in their own organisation (ideally through a certified EMS, i.e. ISO 14001.)

The Supplier shall provide a copy of their environmental or sustainability policy, if available.

The Supplier shall ensure that its own supply chain does not have negative environmental or social impacts.

If requested, the Supplier must provide data on carbon emissions related to the services being supplied to aid with scope 3 emission calculations and other Government reporting requirements.

The Supplier shall be able to meet and evidence conforming to the relevant Government Buying Standards, full details can be found on [Sustainable procurement: the Government Buying Standards (GBS) - GOV.UK (www.gov.uk)](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)

Any equipment purchases by the Supplier to deliver services to the Buyer must comply with the relevant Government Buying Standards.

Any product recommended by the Supplier following an assessment must comply with the relevant Government Buying Standards. Products and equipment that are not compliant with Government Buying Standards will not be approved for purchase for Buyer personnel.

The Supplier shall promote resource efficiency and waste avoidance, to reduce waste arising and consumption of natural resources. All waste shall be disposed of correctly and in accordance with the waste hierarchy (as per the Waste (England and Wales) Regulations 2011) and duty of care (as per the Environmental Protection Act 1990 and the Environmental Protection (Duty of Care) Regulations 1991), and any applicable legislation.

The Supplier shall continually aim to travel sustainably when attending a DVLA site and conducting DVLA business.

The Supplier shall be committed to reducing their carbon emissions year on year.

The Supplier shall ensure that any activities conform to overarching principles in the Greening Government ICT and Digital Services Strategy, current iteration detailed on

<https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025/greening-government-ict-and-digital-services-strategy-2020-2025>.

This strategy details the Government’s vision to be a global leader in sustainable ICT. The Supplier must confirm their understanding and acceptance of the strategy.

## 8.4) Health and Safety

DVLA Health and Safety Management System that is certificated to ISO45001. Further information on our Health & Safety Policy, is available on request.

All Supplier Staff working in the DVLA on any of our premises must fully comply with relevant health and safety legislation, together with health, safety and welfare policy and management arrangements applied by the DVLA. If appropriate, these issues must be addressed at or before the award of the contract and may form part of the procurement process.

Where requested, Suppliers will be required to provide copies of their health and safety policy statement, risk assessments and method statements, clearly identifying any safety implications that their activities may have and how these will be managed. Contract management staff are responsible for checking health and safety information provided by Suppliers and passing relevant information to local line management and staff.

Supplier’s safety performance will be monitored and checked as part of normal contract management.

Suppliers should:

* Have an appointed competent person responsible for H&S, details to be made available to DVLA on request
* Have emergency arrangements and plans for their goods/product/service, and observe DVLA’s arrangements whilst on site, or through the course of the business or contract
* Have adequate provision for your own first aid when on site
* Have an accident reporting and recording process for all near miss, accidents/incidents, or violent and aggressive behaviours. Any incident on DVLA site should be reported immediately to the DVLA’s Health and Safety Team
* Communicate with DVLA on any health and safety matter or issue in relation to the contract/product/supply of goods or service, notifying DVLA of any Health and Safety hazard, which may arise in connection with its supply of goods, products, or services
* Indemnify DVLA in the instance where failure of the company’s product/service, acts or omissions, with regards to health and safety, results in an economic penalty, time delay, issue, accident/incident or claim against the DVLA
* Have suitable and sufficient insurance cover for all business/products/services supplied/that are provided to DVLA
* Have documented, suitable and sufficient, risk assessments and method statements, covering all significant activities and deliveries of products, goods and services. Copies to be made available to DVLA on request
* Provide suitable and sufficient health and safety training, information and instruction for all its employees/contractors/subcontractors. Records to be made available on request
* Engage with DVLA’s Security/Estates Management Group to arrange access to all DVLA premises/buildings
* Comply with all vehicle and driver legal requirements and DVLA policies whilst driving on premises or conducting business for DVLA.

## 8.5) Estates

Estates Management Group would expect:

* All contractors visiting site to be booked in via the pass offices and adhere to the pass off procedures.
* All deliveries/removal of equipment to/from site to be in line with agency security procedures.
* The provider to be fully aware of the DVLA furniture, site/ accommodation areas and the work processes in place across the Buyer’s various sites, and for hybrid/homeworking staff.

## 8.6) Diversity and Inclusion

The Public Sector Equality Duty (PSED) is a legal requirement under the Equality Act 2010. The Equality Duty ensures that all public bodies play their part in making society fairer by tackling discrimination and providing equality of opportunity for all. It ensures that public bodies consider the needs of all individuals in their day-to-day work – in shaping policy, in delivering services, and in relation to their own employees.

DVLA is committed to encouraging equality, diversity, and inclusion within our workforce and against unlawful discrimination of employees, customers, and the public. We promote dignity and respect for all and will not tolerate bullying, harassment or discrimination by staff, customers or partners we work with.

Everyone working for us and with us, as partners in delivering our services, has a personal responsibility for implementing and promoting these policy principles in their day- to-day transactions with customers and our staff.

A full copy of our Equality, Diversity and Inclusion Policy is at Appendix A.

The Supplier must read, understand, and comply with the Equality, Diversity and Inclusion policy and its principles.

The Supplier must ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Public Sector Equality Duty (PSED).

The Supplier must ensure Supplier Staff are trained in such legislation as necessary for the provision of the Services and ensure that diversity and inclusion is embedded and promoted within all Services.

The Supplier must ensure the delivery of all its Services are accessible to all, including but not limited to:

* Provision of written reports in alternative formats where required or upon request of the Buyer personnel;
* Telephone services to support Buyer personnel with hearing or speech difficulties;
* Provision of a deaf relay service for over the phone or a signer for a face-to-face communication;
* Online portal with capability to adjust settings, such as larger font;
* Services for Buyer personnel whose first language is not English and who may request or require language support;
* Services for Buyer personnel with Neuro-diverse conditions who may have specific communication or Service needs.

## 8.7) Business Continuity

Business Continuity team would expect to find that the Supplier has adequate Business Continuity plans in the event of loss/unavailability to the contract and a contingency to meet the required deadlines.

Business Continuity would expect suitable disaster recovery plans to recover data gathered during the contract in the event of data loss or system outage.

## 8.8) Procurement Fraud

The Supplier must read and comply with the DVLA’s Fraud Statement, at Appendix D.

## 8.9) Use of DVLA Brands, Logos and Trademarks

The DVLA does not grant the successful Supplier licence to use any of the DVLA’s brands, logos or trademarks except for use in communications or official contract documentation, which is exchanged between the DVLA and the successful Supplier as part of their fulfilment of the Contract.

Approval for any further specific use of the DVLA’s brands, logos or trademarks must be requested and obtained in writing from the DVLA.

**8.10) Delivery Instructions**

Delivery of goods to the Buyer’s premises from the Supplier will not be a regular occurrence. On occasions where the Supplier does need to deliver/remove goods to/from the Buyer’s premises to deliver agreed services, the Supplier must comply with the Buyer’s delivery/removal arrangements and security procedures.

# Management and Contract Administration

## 9.1) Call Off Contract Management

The Supplier will provide a suitably qualified Supplier’s Contract Manager within five (5) working days of the Call Off contract Commencement date and provide the Buyer with the name and contact details (including the telephone number and email address) of the ‘Call Off contract’ manager.

Contract review meetings will take place monthly and will be carried out face to face/ via video conference unless otherwise agreed by the Buyer.

The Supplier will provide Supplier personnel to take accurate minutes at the monthly contract review meeting, for the Buyer to review and agree before the Supplier circulates to attendees.

The Buyer expects to discuss management information, performance against service level agreement/key performance indicators, issues relating to the quality of the service and any other themes and issues that arise.

The Supplier Call Off contract manager will be required to attend senior management meetings at the Buyer’s premises if requested to do so by the Buyer. Where possible, this would take place on the same day as the contract review meeting.

The Supplier’s Contract Manager will have a detailed understanding of the Framework and Call Off contract and shall have experience of managing contracts of similar size and complexity.

The Supplier will communicate any change in the ‘Call Off contract’ manager to the Buyer no less than one (1) month in advance of any planned change.

The Supplier will participate in face-to-face meetings at no additional cost to the Buyer.

The Supplier will promote, deliver and communicate transparency of pricing and savings when requested by the Buyer.

The Supplier’s Contract Manager will be the primary contact between the Supplier and the Buyer. The Supplier’s Contract Manager shall be responsible for managing the relationship with the Buyers, which will include:

* Ensuring continuity of provision and Service delivery;
* Service planning, monitoring and continuous improvement;
* Agreeing and documenting points of contact with the Supplier for communication and escalation;
* Contract administration;
* The provision of management information;
* Attending monthly contract review meetings;
* Providing detailed key performance data;
* Issue resolution and Service improvement where issues have been identified; and
* Resolution of complaints and queries, which have been escalated.

The Supplier will provide contact details of Supplier Staff responsible for managing the contract where the Supplier’s Contract Manager is not available.

The Supplier’s Contract Manager will escalate any issues that cannot be resolved between the Buyer and the Supplier.

 The Supplier will provide the Buyer with a quarterly report, listing as a minimum:

* External market trends, including analysis of how the Buyers could benefit from such trends, including a cost analysis of any such changes; and
* Proposed improvements to Services, including but not limited to, technology changes, administrative changes, charges and new ways of working. Such proposals shall include an impact assessment of such changes.

## 9.2) Clinical Governance and Performance Monitoring

The Supplier will conduct an annual Service review in respect of each Contract Year.

The Service review will be supported by a report that provides details of the methodology applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action to be taken.

The Supplier will make the results available to the Buyer.

The Supplier will include the following in the review:

* Supplier Staff levels are being maintained and monitored to cope with Service demands and that a Supplier Staff resource planning process is regularly reviewed and maintained;
* All clinical policies and procedures are being monitored and followed;
* The maintenance and secure storage of medical records;
* Supplier Staff are professionally accredited in order to provide the Services;
* The Supplier is compliant with SEQOHS standards;
* Supplier Staff professional qualification accreditation is monitored and maintained at organisational level; and
* The complaints process is effectively monitored and maintained by sampling 10% of complaints and reviewing that all processes are followed and appropriate records maintained.

## 9.2.1) Measuring Service Impact and Outcomes

The Supplier will undertake satisfaction surveys of the Services and aim to get a 50% response from Buyer personnel. The Supplier will request demographic information from Buyer personnel in the satisfaction survey by gender, ethnicity, age, disability and nationality.

The Supplier will ensure that surveys contain questions relating to all aspects of the Services, including use of the online portal.

The Supplier will design and provide such surveys to the Buyer upon request at no additional charge.

The Supplier will provide the Buyer with survey results, including recommendations for Service improvements, identifying changes to Services where Buyer personnel satisfaction has not met Buyer’s agreed targeted results.

The Supplier will agree the content of Buyer personnel satisfaction surveys in advance with the Buyer, including the target measures to be achieved.

## 9.2.2) Strategy, Policy and Guidance

The Supplier will be conversant with all current, proposed and new legislation pertinent to the Services provided.

The Supplier will provide the Buyer with a written report of proposed and new legislative changes and/or guidance stating how the Services will be impacted and/or where the Services will need to be modified in order to maintain compliance with such changes.

The Supplier will also ensure that the Buyer is aware of any national medical issues, including pandemics and what measures the Buyer needs to take to ensure the health and safety of their Personnel.

The Supplier will work with the Buyer and provide policy and strategy guidance and advice. This will include a review of internal policies and sharing best practice from across employment sectors and reviewing policies in line with current legislation.

The Supplier will work with the Buyer to understand any policy changes, which may impact on Service delivery.

The Supplier will propose changes and/or modifications to the Services in order that the Services address any specific trends and/or issues, including a time plan for implementation.

The Supplier will work with Buyers to determine what preventative solutions can be implemented to address organisational attendance issues. This will include sharing patterns of absence or absence type, trends, hotspots and examples of best practice.

##  9.3) Complaints Process

The Supplier will ensure that any issues raised directly by Buyer personnel are dealt with as a matter of priority.

The Supplier will assist in seeking speedy resolution to resolve the situation, irrespective of where the fault lies. Types of complaints that will be supported in this way include, but are not limited to:

* Buyer personnel complaints relating to delays in booking appointments for Services;
* Buyer personnel complaints relating to the availability of receiving the Services;
* Buyer personnel complaints relating to any sharing of patient data;
* Buyer personnel complaints in relation to the quality of Services received;
* Buyer personnel complaints in relation to Services not meeting specific needs of individuals e.g. facilities for disabled Buyers Personnel;
* Buyer complaints relating to failure of Service Levels; and
* Buyer complaints in relation to invoicing and billing.

The Supplier will acknowledge complaints made by Buyer personnel i.e. verbal, formal or informal and written within one (1) Working Day of the details of the complaint being received by the Supplier. Thereafter updates on how the Supplier is proactively working to seek a resolution to the complaint shall be made by the Supplier to the Buyer at intervals of five (5) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.

The Supplier will have in place a complaints process that ensures the Buyer’s Contract Manager is kept informed of any complaints received and responses provided. The Supplier will provide the Buyer with a copy of the complaints process.

The Supplier will have in place a robust escalation process to support complaints handling and to ensure effective management and resolution of all complaints received from the Buyer.

The Supplier will provide the Buyer with one consolidated report (per month) for the duration of any Call Off contract, capturing all complaints detailed by Buyer personnel and the Buyer. These reports shall include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the Services and lessons learnt.

## 9.4) Service Levels

Annex 5 (Key Performance Indicators and Service Level Agreements) of this document, provides detail of the Service Levels that the Buyer expects the Supplier to meet.

## 9.5) Purchase to Pay Process

The Buyer will require the Supplier to send invoices for payment direct to DfT Shared Service Arvato (address shown below). The Buyer contract manager will provide the Supplier with purchase order numbers in advance which must be quoted on all invoices sent to Shared Services.

The Supplier will issue invoices following delivery of the Service. Invoices issued by the Supplier before delivery of the Service will be placed in dispute by the Buyer.

The Buyer will require the Supplier to copy invoices to the Buyer’s Contract management team for monitoring and management purposes. These arrangements will be agreed post award of contract.

Invoices should be addressed to:

 Unity Business Services

 Purchase to Pay

 5 Sandringham Park

 Swansea Vale

 Swansea

 SA7 0EA

This current invoice procedure may be subject to change should a new finance system be implemented. The Supplier will be notified in advance of any changes. The Supplier is assured that any changes will be aimed at improving the DVLA’s “prompt payment” policy. Detail a proposed approach to contract management over the course of the contract and detail the Purchase to Pay Process.

## 9.6) Supply Chain Management

The Supplier will comply with these supply chain mandatory requirements throughout the term of the Call Off contract.

The Supplier will note the Government is committed to making sure that small and medium-sized enterprises (SMEs) have access to Government contract opportunities. Suppliers will be required to make this Call Off contract as accessible as possible to ensure that the most appropriate Sub Contactors are part of their supply chain and shall proactively support the Government’s SME agenda whilst delivering a quality service and ensuring that value for money is achieved.

DVLA is committed to removing barriers to SME participation in its contracts and would like to also actively encourage its larger Suppliers to make their subcontracts accessible to smaller companies and implement SME-friendly policies in their supply-chains (see the Gov.Uk website for further information). To help us measure the volume of business we do with SMEs, our Form of Tender document asks about the size of your own organisation and those in your supply chain.

If you tell us you are likely to subcontract to SMEs, and are awarded this contract, we will send you a short questionnaire asking for further information. This data will help us contribute towards Government targets on the use of SMEs. We may also publish success stories and examples of good practice.

The Supplier will ensure that they exercise due skill and care in the appointment and selection of any Sub-Contractors (including associates/partners).

The Supplier will ensure that all Sub-Contractors appointed have the technical and professional resource and experience to unreservedly deliver in full all the mandatory Service requirements set out in this Call Off Contract.

The Supplier will be responsible for managing and monitoring the on-going performance of any Sub-Contractors appointed and ensure they have a process in place to deal with any issues with under and non-performance of appointed Sub-Contractors.

The Supplier will formalise relationships with Sub-Contractors and manage any Sub-Contractors in accordance with Industry Good Practice.

# Training / Skills / Knowledge Transfer

## 10.1) Supplier Staff

The Supplier will ensure that all Supplier staff are suitably experienced, skilled and/or qualified to deliver the services for which they are employed.

The Buyer reserves the option to be present at interview of Supplier personnel to ensure quality standards are maintained.

The Supplier will, if requested, supply to the Buyer CVs for all Supplier personnel who will be involved in the delivery of the Services under the Contract.

The Supplier will ensure a gender mix of staff sufficient to enable any referred Buyer personnel to be assessed or examined by a clinician or physician of the same sex if they request it.

## Patient Confidentiality and Anonymity

The Supplier will ensure that Supplier Staff are aware of the following:

* Factual, contemporaneous and legible medical records shall be maintained for all users of the Services; and
* Reports produced for Buyer personnel can be disclosed to that Buyer personnel on request in accordance with the General Data Protection Regulation (GDPR).

The Supplier will ensure Supplier Staff are trained in all applicable law relating to patient confidentiality and the Supplier will provide evidence of such training on request to the Buyer.

## Qualifications

The Supplier will provide evidence of Supplier personnel qualifications to the Buyer if requested.

The Supplier will ensure that Supplier Staff delivering the Services have the following qualifications:

* + - Clinical staff will be registered with the relevant regulatory Authority and have annual verification of General Medical Council (GMC), Nursing and Midwifery Council (NMC), Health and Care Professions Council (HCPC) certification;
		- Consultant occupational health physicians will be a Member or Fellow of the Faculty of Occupational Medicine (MFOM or FFOM), or can demonstrate they are in the process of accreditation;
* Occupational health physicians will be an Associate of the Faculty of Occupational Medicine (AFOM) and hold as a minimum, a Diploma in Occupational Medicine (DOccMed). Such Supplier Staff will have access to consultant occupational health physicians in order to consult on complex or specialist cases;
	+ - Occupational health advisors will be a Registered Nurse (RN) with the Nursing Midwifery Council (NMC) and hold or can demonstrate they are working towards a degree or post-graduate diploma in Occupational Health with associated registration on Part 3 of the Register as a Specialist Community Public Health Nurse (OH) (SCPHN/OH);
		- All Supplier Staff who provide immunisation, screening, and/or surveillance Services will be a Registered Nurse (RN) with the Nursing Midwifery Council (NMC) and shall hold evidence of having undertaken face to face immunisation training in the last 12 months including basic life support and anaphylaxis (NHS Career framework Level 2 (OH Support Worker Level 1)
		- Supplier Staff who deliver health surveillance Services will be competent in the management of Health and Safety at Work Regulations 1999 Section 7 and will operate to clinical protocols;
		- Occupational therapists will hold a BSc (Hons) in Occupational Therapy or a Master’s Degree or Advanced Postgraduate qualification in Occupational Therapy. They will also be registered with the Health and Care Professions Council (HCPC) and hold membership of the British Association of Occupational Therapists; and
		- Physiotherapists will have a BSc in Physiotherapy and hold professional registration with the Health and Care Professions Council (HCPC).

## Training

The Supplier must ensure that all Supplier personnel working on the Buyer contract receive training to understand the Buyer’s policies, processes, and procedures.

The Supplier must ensure that all Supplier personnel working on the Buyer contract have a good understanding of DVLA, including the roles and estate set up.

Supplier personnel will undergo, at a minimum, annual training, which shall include training on any changes to the Buyer’s and Supplier’s processes, procedures and policies.

All clinicians involved in providing the Service must be familiar with all relevant legislation, including but not limited to:

* The Equality Act 2010
* The Health and Safety at Work Act 1974
* The Management of Health and Safety at Work Regulations
* The Human Rights Act 1998, taking account of any updates in law
* The UK General Data Protection Regulation (UK GDPR)
* The Data Protection Act 2018

The Supplier will ensure that all Supplier Staff undertake Continuing Professional Development (CPD).

The Supplier will provide adequate supervision and support, where newly qualified Supplier Staff provide the Services, including a designated qualified mentor.

The Supplier will ensure all Supplier Staff who provide Services are:

* trained in diversity and inclusion; and
* trained in the Supplier’s processes, procedures and policies, including those which have been agreed between the Supplier and the Buyers;

The Supplier will keep a record of such training and provide evidence of training and/or qualifications on request to the Buyers.

## Vetting

The Supplier will ensure that Supplier Staff having access to OFFICIAL-SENSITIVE information have undergone basic recruitment checks. Suppliers shall apply the requirements of HMG Baseline Personnel Security Standard (BPSS) for all Supplier Staff having access to OFFICIAL-SENSITIVE information. Further details and the full requirements of the BPSS can be found at the Gov.UK website at:

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

The Supplier will ensure that all Supplier Staff, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate. The Supplier will ensure this is completed prior to the involvement of Supplier Staff in the delivery of the Services under this call off agreement and will provide copies of certificates when requested by the Buyer.

The Supplier will ensure that all Supplier Staff have appropriate security clearance and comply with any additional security requirements specified by Buyer.

The Supplier will provide details of its Supplier Staff security procedures to the Buyer.

# Documentation

## 11.1) Buyer Management Information (MI)

The Supplier will provide the management information broken down as specified by the Buyer, to include but not limited to, age, gender, business area. The cost of the MI should be factored into the bid.

The Supplier will provide the Buyer with access to management information in a downloadable format**.**

The Supplier will ensure Buyer personnel anonymity and confidentiality in the delivery and content of all MI.

The Supplier will ensure the MI is held on a secure digital platform where access can be limited to ensure GDPR compliance.

The Buyer may request a reasonable number of ad-hoc MI reports, which the Supplier will provide at no additional charge.

The Buyer will advise the Supplier of any planned programmes of work which may have an impact on the usage of services.

## 11.2) Monthly Management Information

Data will be presented by the Supplier in a monthly report in a clear and concise manner, this may include but not be limited to graphical and tabular form along with the base data.

The data will be analysed by the Buyer, the Supplier will ensure that it is provided to the Supplier in a format that is easily analysed.

The monthly MI report provided by the Supplier will include, but not be limited to, the data detailed in all the sections contained within 11.2.

General

* An executive summary outlining usage of the Services by Buyer and emerging trends;
* Monthly and year to date performance against KPI/SLAs;
* Monthly and yearly comparison of the Data presented;
* Monthly volumes of all services delivered, including any ad hoc services that are charged for.

## Help Desk

* Number of telephone enquiries received;
* Number of e-mail enquiries received;
* Themes of enquiries;
* Number of calls/emails categorised by type e.g. Manager, Nursing, pre referral, report query

## Service Usage

* Number of occupational health appointments undertaken, categorised by type such as telephone, face to face, OHA/OHP;
* Number of rejected referrals, with reasons for rejection;
* Number of physiotherapist appointments, categorised by type, initial or follow up;
* Referral by clinical disease codes (ICD10). The categories will be standardised in agreement with the Supplier and must include a breakdown of musculoskeletal, mental health, work related conditions.
* Number and type of health surveillance due and completed
* Number of workstation assessment appointments;
* Number and type of specialist assessments;
* Number of appointments not attended by Buyer personnel, with reasons if known;
* Breakdown of referrals by the number of staff at work and absent from work;
* Breakdown of referrals by business area as specified by the Buyer.
* Breakdown of referrals categorised as new referrals (time from referral to appointment), closed referrals (including how long the referral lasted), referrals in progress (including any referrals that are outside the KPI)
* Number of did not attend (DNA);
* Number of cancelled appointments (including details of cancelled by Supplier or Buyer and reason)
* Number and breakdown of ad-hoc chargeable services delivered

Vaccinations -This would be a requirement if a vaccination programme has taken place, to report on the vaccinations carried out.

* Numbers and types of vaccinations given;
* Number of did not attends;

Number of unused vaccines

Assessments for Buyer personnel Covered by the Equality Act 2010

* Number of attendance management assessments;
* Number of workstation assessments;
* Number of workplace assessments;

Other Services

* Number of planned and executed policy and other occupational health workshops(as required);
* Trend analysis of Service usage including suggested actions and service improvements, with proposed times and costs for implementation;
* Number/type of equipment/furniture/software recommendations

Buyer Satisfaction

* Summary of Buyer personnel complaints and identification of any trends resulting from these with a proposed service improvement plan to be agreed between the parties;
* Summary of Buyer personnel satisfaction surveys, which will track the Buyer personnel journey from referral to resolution and identify where the Services are not meeting expected standards and plans to address these.

Service Improvement (to be considered and commented on):

* Service hotspots in the Buyer, defining where these specifically occur along with Service improvement plans to address such issues;
* Identification of risks, reasons and mitigating actions to manage the risks going forward;
* Market innovations and trends emerging in the wider occupational health market including mental health, musculoskeletal and healthy lifestyle.

## 11.3) Annual Management Information

The Supplier will provide the following annual information. The content and scope of reports shall include a demographic (gender, ethnicity, age and disability) breakdown of Service usage:

* The benefits and added value the Services are providing, specifically stating what benefit the Supplier has brought to the Services both for the Buyer personnel and commercially. Overall annual satisfaction survey results, with Service improvement proposals. If applicable, include any requirements for reports, manuals, drawings, invoices, delivery notes etc.

# Arrangement for End of Contract

The Supplier will ensure that they hand over any property and/or material that needs to be returned to the Buyer or provided to the new Supplier, including arrangements for collating and sharing TUPE data.

The Supplier will ensure that all data, including live records and records marked for deletion are transferred to the new Supplier in a format that enables the new Supplier to continue to manage the records on behalf of the Buyer.

The Supplier will fully co-operate with the Buyer and the new Supplier to minimise disruption to the Buyer OH services due to transition to the new Supplier.

The Supplier will fully cooperate with the Buyer to ensure a fair and transparent re-tendering process on expiry of the contract. This may require the Supplier to demonstrate separation between teams occupied on the existing Contract and those involved in tendering for the replacement contract to prevent actual (or perceived) conflicts of interest arising.

# Response Evaluation

The evaluation will comprise of the following elements:

* an evaluation of mandatory requirements, if applicable. These will be assessed on a pass/fail basis. Responses that fail any of the mandatory requirements may be disqualified from further consideration;
* an evaluation of the response based on the quality criteria, including social value criteria; and
* an evaluation of the prices submitted

Your response will be evaluated using the weightings **and** criteria weightings set out in Annex 1.

Selection will be based on the evaluation criteria, which demonstrates a high degree of overall value for money, competence, credibility and ability to deliver.

**Mandatory Requirements**

Annex 1 provides details of any elements/criteria considered as critical to the requirement. These are criteria, which will be evaluated on a pass/fail basis. A fail may result in the response being excluded from further evaluation.

**Quality Criteria:**

Annex 1 provides details of the quality criteria on which responses will be evaluated. This will list the primary criteria along with the allocated percentage weighting and a description of the specific requirement. The overall percentage allocated for the quality criteria is outlined in the table “Overall Weighting Allocation” and the method used to allocate scores is outlined below.

**Quality Criteria Scoring Methodology:**

The scoring methodology used to assess and allocate scores to each criteria are included in the table below.

|  |  |
| --- | --- |
| **Points awarded** | **Description** |
| 100 – Excellent | Fully meets/evidence provided that demonstrates the requirement can be met |
| 75 – Very Good | Largely indicates that the requirement can be met, may lack detail to warrant the higher score |
| 50 – Good | Minor concerns/issues that the requirement can be met |
| 25 – Poor | Major concerns/issues that the requirement can be met |
| 0 – Fail | Does not meet the requirement, not addressed or no evidence provided |

Based on the allocated score, a percentage will be calculated against each element using on the following calculation:

(Allocated Score

 X Weighting

Maximum Score)

or example, “Quality Element 1” can be allocated a score between 0 and 100 but carries a weighting of 10%. Supplier A is given a score of 60 for this element so receives a score of (60/100 x 10) = 6%. The scores for each element will then be added together to calculate the overall quality criteria score.

**Financial / Price Criteria**

Evaluation of the prices submitted will be performed separately by a Commercial Finance Accountant and details will not be made available to the Quality Evaluation Panel. This is to ensure fairness and avoid any subconscious influence of a lower price on the quality scoring. The overall percentage weighting allocated for the Financial/Price Criteria is outlined in the table “Overall Weighting Allocation”.

**Financial / Price Criteria Scoring Methodology:**

A Percentage Scoring Methodology will be used to evaluate all proposals for this requirement. This methodology is based on the following principles:

The lowest quoted price will be awarded the maximum score available. Each subsequent responses will be baselined to this score and will be awarded a percentage of the maximum score available. The calculation used is as follows:

 (Lowest Quoted Price

 X Maximum Score Available (i.e. Weighting)

 Price Quoted per Supplier)

For example, if the Financial/Price weighting allocation is 40%, the maximum score available is 40. Supplier A submits the lowest price of £100,000 and Supplier B submits a price of £180,000. Based on the above calculation Supplier A and B will receive the scores shown below:

Supplier A = 100k/100k x 40 = 40%

Supplier B = 100k/180k x 40 = 22.22%

**Overall Weighting Allocation**

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weighting** |
| **Quality Criteria and Social Value Criteria (if applicable)** | 65% |
| **Financial / Price Criteria** | 35% |
| **Total** | 100% |

**Calculation of Overall Score:**

The allocated score for the quality, including Social Value criteria will be added to the Financial/Price Factor score to calculate the overall score for each tender (out of a max available 100%). The tender with the highest overall score will be deemed as successful.

# Annex 1 – Evaluation Criteria

## Mandatory Criteria

| **Mandatory Criteria** | **Mandatory Criteria Description** | **Yes/No** |
| --- | --- | --- |
| **M1** | Please confirm you can meet all the requirement’s criteria contained within the Specification document. | **Yes/No** |
| **M2** | Do you agree, without caveats or limitations, that in the event you are successful in this Procurement, that the resultant contract will come under the ESPO 985\_23  - Occupational Health Services Framework Terms and Conditions. | **Yes/No** |
| **M3** | Please confirm that any transferred data will be over an encrypted network. | **Yes/No** |
| **M4** | **Removable Media** - The Supplier should note that removable media is not permitted in the delivery of this Contract. Where there is a requirement for Contractor’s Staff to take data off site in electronic format, the DVLA will consider if it is appropriate to supply an encrypted hard drive. Please confirm your acceptance to this. | **Yes/No** |
| **M5** | **Security Clearance** - The Supplier is required to acknowledge in their response that any Supplier Staff that will have access to the DVLA site for meetings and similar (but have no access to the DVLA systems), must be supervised at all times by DVLA staff. Please confirm your acceptance to this. | **Yes/No** |
| **M6** | **Information Supply Chain** - Suppliers are required to confirm how DVLA Data will be securely managed at each stage of the Information Supply Chain. This applies to both Contractors and Sub-Contractors. Retention schedules will need to be defined and agreed prior to award of contract. Please confirm your acceptance to this. | **Yes/No** |
| **M7** | **Personal Information** - Suppliers should confirm and note that Government Departments must adhere to certain Mandatory Minimum Measures in relation to personal information. We must point out that “any source of information that can directly or indirectly identify an individual (Personally Identifiable Information) is within scope of Data Protection Legislation and must be processed only when, and for as long as, it is necessary to deliver the described service, and this must be safeguarded accordingly.  | **Yes/No** |
| **M8** | **Offshoring –** This has significant implications for information assurance, potentially introducing new risks (especially reputational damage) and incurring additional costs in managing or mitigating those risks. Our main concern is to preserve the confidentiality, integrity and availability of the data, and to minimise risk.There is a formal approval route with Department for Transport, Cabinet Office and the Information Commissioners Office for any offshoring activities. Suppliers shall seek to obtain an express written consent via DVLA’s Information Assurance Group before causing or permitting the Data to be transferred, stored, accessed, viewed or processed outside of the UK and the EEA, whether electronically or by any other means. Please confirm. | **Yes/No** |
| **M9** | **Diversity –** Please confirm you have read, understood, and will comply with the statements in Section 8.6 of this call-off specification and the Buyer’s Equality, Diversity and Inclusion Policy | **Yes/No** |
| **M10** | **Sustainability -**  Please confirm you have read, understood, and will comply with the statements and linked documents in Section 8.3 of this call-off specification  | **Yes/No** |

| **Primary Scored Criteria** | **Primary Scored Criteria Weighting (%)** | **Scored Sub-criteria Description** | **Individual Scored Sub -Criteria Weighting (%)** |
| --- | --- | --- | --- |
| **Contract Transition** | **7%** | **How will you manage the service transfer process from the incumbent Supplier to your new service?** Your response should detail the processes and procedures you will adopt as well as the timescales and involved personnel and detail how you will ensure that transitioning to the new service does not impact service levels Please also include the proposed involvement of other parties e.g. contracting bodies and any requirements you will have on the Buyer and the incumbent Supplier. | **5** |
| **How will you manage the exit and service transfer process from being the incumbent Supplier to a new Supplier at the end of the contract?**Detail the procedures you will adopt and any actions that will be required by other parties, e.g. the Buyer and the new Supplier | **2** |
| **Service Delivery** | **31%** | **Describe in detail your service delivery proposal, describing how you will deliver each of the of the services listed within the specification and how you will ensure that these meet the Buyer’s requirements**.Your response should provide details of all services covered in:Core ServicesHealth and Wellbeing ProgrammesAdditional ServicesA separate process map should be provided for each service, from request to deliver, including detail of method of delivery, any IT systems used, any other parties involved and any requirements on the Buyer.Please provide details in your response of how will you gain an understanding of the Buyer’s organisational structure, operating style, policies, culture, and job roles in order to deliver a service that assists in reducing sick absence levels and supporting the wellbeing of the Buyer’s staff and of any training you make available to end users of your OH referral system. | **20** |
| **How will you ensure that the Occupational Health reports you provide address all of the questions on the referral and provide concise, accurate and unambiguous advice to enable the Buyer to effectively manage pre-employment, employment, ill-health and attendance issues?**Your response should provide details of how you will take account of the Buyers organisation and internal policies/procedures.Examples of each type of proposed report are required. (Please utilise attachment option on the e-Sourcing too if required) | **5** |
| **How do you propose to provide a service that is available to all Buyer personnel?**Please provide full details of your proposed service delivery methods, e.g. face to face/remote/telephone/video call, for each service. Please provide full details of how you will meet any demand for on-site provision of face-to-face appointments at the Buyer’s head office in Swansea (OHA, OHP and Physiotherapy). Please provide full details of how you will meet any demand for face-to-face appointments for the Buyer’s staff located around the UK (other than Swansea) | **3.5** |
| **How will you ensure that the expectations and required standards detailed in the specification and Framework are met by any subcontractors you use to provide a service to the Buyer?**Please provide details of all sub-contractors that you propose to utilise in order to meet our requirements.You must indicate how, where and when you plan to utilise each sub-contractor | **2.5** |
| **Contract Monitoring** | **12%** | **Describe your approach to localised Account Management and how you will manage the relationship with the Buyer’s contract manager?** | **2.5** |
| **How will you and your sub-contractors meet the Key Performance Indicators and Service Levels detailed in the specification?**Your response should include details of how you will monitor, measure, record and document performance against the service levels and KPIs. Your response should also indicate how fluctuations in the number of referrals be dealt with, without detriment to the KPIs/service levelsYou should also provide details of any of the KPIs that would not be achievable and the alternative you would propose. | **3.5** |
| **Provide detail of your escalation policy that will apply to the management of this contract.**Your response should include detail of your issue resolution process, complaints process, dedicated points of contact and response timelines. | **0.5** |
| **Provide detail of your contingency and business continuity plans relating to this service provision.**Your response should include your business continuity plans including details of how you would cope with increased volumes of referrals, your ability to relocate if required, details of your contingencies to meet KPIs and disaster recovery plans in the event of data loss.You should also include consideration of a pandemic situation. | **0.5** |
| **How will you ensure that correct and accurate management information is provided, on time and in full as per the specification?**Include in your response any detail of how you will provide the Buyer with the facility of an independent check of the MI you provide and any access the Buyer will have to live MI data.Please provide an example of the monthly MI pack you would provide | **3.5** |
| **How will you ensure customer satisfaction is measured?**Please provide details of how any results would be recorded, collated, analysed and acted upon for the duration of the contract. | **0.5** |
| **How do you intend to audit, review and monitor your service provision?**Please include details of how often audit activity is carried out across the different parts of the service, what information is shared with the Buyer and how you will provide independent verification of the service provided to the Buyer | **0.5** |
| **Describe how you will meet the Buyer’s needs in relation to the accuracy, timing and presentation of your invoices?** | **0.5** |
| **Security & ICT** | **5%** | **Provide evidence of how your technical and organisational measures meet the requirements of Section 8.1 (Information Assurance) and how you intend to comply with Data Protection Legislation**Explain in detail your arrangements for the secure storage, retention, deletion and transfer of personal medical information and records. Include detail for any sub-contractors.Your response could be in the form of existing TOMs (Technical & Organisational Measures) document, or an equivalent submission outlining your security procedures, policies, and governance that you will implement to protect the confidentiality, integrity, and availability of the data.You must articulate where personal data may be processed including but not limited to collection, storage, access, destruction.  | **5** |
| **Social Value Outcomes** | **10%** | **Using a maximum of 2000 characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Delivery Objective detailed in paragraph 6.29 of OH Call off Specification.** **Please include:** * your ‘Method Statement’, stating how you will achieve this and how your commitment meets the Deliver Objective, and
* a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals.

**You should include but not be limited to:** * timed action plan
* use of metrics
* tools/processes used to gather data
* reporting
* feedback and improvement
* transparency

**Your response should explain the measures you have in place to meet the following objectives:**Tackle Workforce EqualityCreate new businesses, new jobs and new Skills | **10** |
|  | **Total = 65%** |  |  |

# Financial/Pricing Criteria

| **Primary Financial/Pricing Criteria** | **Financial/Pricing Weighting (%)** | **Description** |
| --- | --- | --- |
| **Pricing Requirements** | **35%** | **Please see Appendix G for Pricing Schedule.** |
|  | **Total = 100%** |  |

# Annex 2 – ESPO Specification

**ESPO Framework specification**

# Annex 3 – Employee Locations

**DVLA Employee Locations (31/03/2024)**

|  |  |
| --- | --- |
| **Location** | **Number of Staff** |
| Aberdeen | 3 |
| Birmingham | 263 |
| Chelmsford | 2 |
| Exeter | 2 |
| Glasgow | 4 |
| Leeds | 1 |
| Liverpool | 2 |
| London | 10 |
| Newcastle | 1 |
| Norwich | 2 |
| Plymouth | 1 |
| Poole | 1 |
| Portsmouth | 1 |
| Preston | 3 |
| Shrewsbury | 1 |
| Stockton | 1 |
| Swansea | 6089 |
| **Total** | **6387** |

# Annex 4 - Volumes

**OHS Referral Volumes 1/04/2023-31/03/2024**



# Annex 5 – SLA/KPI



# Appendices

Appendix A – Diversity and Inclusion Policy

Appendix B- Statement of Assurance

Appendix C – Health and Safety Policy

Appendix D – Procurement Fraud Statement

Appendix E – Armed Forces Covenant

Appendix F – Social Value Guidance

Appendix G – Pricing Schedule

**\*Please note that all costs associated within your tender MUST be included within the Total Contract Cost of the submitted pricing schedule\***

Appendix H – Information to be provided by Tenderers

Appendix I – Environmental Policy

Appendix J – TUPE Details