

# **NHS Digital**

## **Detailed Service Specification**

### **Employee Assistance Programme**

**PRJ\_1875**

<p style="text-align: center;"><b>NHS DIGITAL STATEMENT OF REQUIREMENTS</b></p> <p style="text-align: center;"><b>EMPLOYEE ASSISTANCE PROGRAMME</b></p>
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<b>1 INTRODUCTION</b>
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- 1.1** NHS Digital is the national information and technology partner to the health and social care system using digital technology to transform the NHS and social care. More about NHS Digital can be found at: <https://www.digital.nhs.uk/home>.
- 1.2** The Supplier shall provide employee assistance programme Services to NHS Digital employees who work at any of the office locations listed at <https://www.digital.nhs.uk/Our-locations> including employees who may be home based.
- 1.3** NHS Digital may be moving to new offices in Leeds – anticipated to be in around two years.
- 1.4** The Supplier shall provide all aspects of the Service as set out in this Statement of Requirements.
- 1.5** The Supplier is advised that the headcount of 3070 stated in the price schedule is subject to change. NHS Digital anticipates headcount may reduce by circa 500 over the Term of the Call-Off Agreement.
- 1.6** This Call-Off Agreement is formed under Lot 3 of the Crown Commercial Service Occupational Health Services, Employee Assistance Programmes and Eye Care Services Framework Agreement (RM3795).

## 2 SCOPE OF THE REQUIREMENT

### 2.1 Core Requirements

2.1.1 The Supplier shall provide support to NHS Digital Personnel over the full range of work related or personal matters that may impact on workplace performance and seek to resolve those issues where possible.

2.2 The Supplier shall provide the core requirements which shall include, but not be limited to:

2.2.1 Online Portal.

2.2.2 Telephone, Triage and Support Services which shall include, but not be limited to:

- Advice and support;
- Bullying and harassment support;
- Whistleblowing Services; and
- Management support Services.
- Coaching and counselling Services including therapeutic interventions:
  - Case management.
- Policy guidance and trend management;
- Health and wellbeing promotion and awareness; and
- Publicity and promotion.

2.3 The Supplier shall deliver the Services in accordance with the following principles:

- The Services shall be available to all NHS Digital Personnel including those working remotely, both in the UK and in postings overseas and/ or travelling overseas;
- The Service shall provide sufficient flexibility of approach to accommodate different organisational structures, operating styles, cultures and job roles – for an example refer to Annex 2.
- All NHS Digital Personnel are eligible to access the Service;
- Confidentiality is crucial to the integrity of the Service;
- The Supplier shall provide access to a range of experts and mental health professionals;
- The Service requires counselling and other forms of assistance to meet recognised standards; and
- The Supplier shall underpin the Services with robust clinical governance.

2.3.1 The Supplier shall ensure that all NHS Digital Personnel and Supplier Personnel are aware of the scope and limitations of patient and client confidentiality, in particular where there is a responsibility to breach patient confidentiality where there are issues of child protection, a threat to health and safety, a risk of harm to self or others, or prevention of a crime or terrorist act.

2.4 The Supplier shall make the Services available to the following groups, where the NHS Digital gives prior instruction and approval:

- Volunteers as defined and identified by NHS Digital as being eligible;

- Past NHS Digital Personnel with more than two years' service, who have retired through severance, age related, medical or early retirement have authorised access to the Service for three months following their last day of service;
- NHS Digital Personnel family members impacted by the employee's work-related issues, dependencies or abuse (e.g. gambling, alcohol, drugs and debt) as long as the employee is present when the counselling takes place; and
- NHS Digital Personnel next of kin/partner in cases of bereavement with prior agreement of the NHS Digital.

**2.5** For all Services described in this Schedule, the Supplier shall provide NHS Digital Personnel with access to obtain advice and support for, including but not limited to the following:

- Addiction/dependency/substance abuse;
- Alcoholism;
- Anxiety;
- Bereavement;
- Bullying/harassment/intimidation/discrimination;
- Career/job related stress;
- Care problems related to childcare/eldercare/disability care;
- Debt advice;
- Depression;
- Domestic violence;
- Eating disorders;
- Family/relationship problems;
- Gambling;
- Gender reassignment;
- Health problems;
- Illness of a family member;
- Legal information;
- Lesbian, Gay, Bisexual and Transgender (LGBT) issues;
- Mental health related issues;
- Matrimonial/domestic settlement problems;
- Performance related problems;
- Post-traumatic stress problems including those arising from an accident at work or work-related incident;
- Redeployment/relocation/redundancy;
- Sexual assault and abuse;
- Stress;
- Support for all parties involved in a formal work-related investigation both during and following the investigation;
- Whistleblowing;
- Workplace restructuring/transformation programmes/departmental change; and
- Workplace trauma.

## 2.6 Service Availability

- 2.6.1 The Supplier shall ensure that the Services, including the necessary Supplier Personnel, are available to all NHS Digital Personnel twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year/three hundred and sixty six (366) days a year for the 2020 'leap year', unless agreed otherwise in advance by NHS Digital.

## 2.7 Exclusions

- 2.7.1 The Supplier shall **not provide** NHS Digital Personnel with access to:
- tax advice;
  - legal advice other than that which is provided to NHS Digital Personnel within the context of welfare counselling provided this is restricted to a signposting Service;
  - financial advice on any matter other than debt problems;
  - advice relating to leisure or recreation; and
  - direct provision of medical treatment – Suppliers will instead advise or directly refer (in the case of emergency) to NHS Primary Care.

## 3 MANDATORY SERVICE REQUIREMENTS:

### 3.1 Online Portal

- 3.1.1 The Supplier shall provide and maintain an online portal to support the Services, available to all NHS Digital Personnel twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year/three hundred and sixty six (366) days a year for the 2020 'leap year', unless agreed otherwise in advance by NHS Digital.
- 3.1.2 The Supplier shall brand the online portal as required by NHS Digital.
- 3.1.3 The online portal shall contain, as a minimum:
- Details of how to access the Services, including brief descriptions of such Services;
  - Details of Services which are freely available to NHS Digital Personnel and which would be signposted by the Supplier in any case, for example, whistleblowing, Citizens Advice Bureau; MIND and the Samaritans;
  - Information relating to any planned training or seminars to be delivered by the Supplier on behalf of the NHS Digital;
  - Self-help guides, fact sheets and leaflets in fully downloadable format on subjects such as at a minimum:
    - Stress and pressure;
    - Personal resilience;
    - Work/life balance;
    - Bereavement;
    - Physical activity;
    - Nutrition;
    - Smoking;
    - Alcohol; and
    - Sleep.

- Advice and guidance on musculoskeletal, mental health and healthy lifestyles;
- Health-check questionnaires, which NHS Digital Personnel will be able to complete online. On submission of the questionnaire, NHS Digital Personnel shall be provided with immediate results, feedback and guidance as to lifestyle options and/or sources of further support and guidance, including a lifestyle behaviour change programme. NHS Digital Personnel shall also receive an online and/or e-mail version of the completed report and recommendations;
- An online newsletter, which reflects current topics including publicity on national and local campaigns. The Supplier shall include in such newsletters specific messages that the NHS Digital wish to make available to its NHS Digital Personnel;
- Access to all training material which has been developed for the NHS Digital; and
- Access to all Supplier standard training materials, which they include as part of their standard Service offering.

3.1.4 The Supplier shall ensure that all NHS Digital Personnel who access the online portal shall 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 Contracting Authority as part of the monthly management information.

3.1.5 The Supplier shall ensure that their online portal is fully accessible to NHS Digital Personnel located overseas.

3.1.6 The Supplier shall update the online portal at regular intervals with all relevant material to support the Services and health and wellbeing of NHS Digital Personnel.

## **3.2 Telephone Services, Triage and Support Services**

3.2.1 The Supplier shall provide NHS Digital with a freephone number. The Supplier's telephone service shall provide a dedicated non-premium rate and/or a 01, 02, 03 prefix telephone number which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and be able to accept calls from outside the UK.

3.2.2 The Supplier's freephone telephone advice line(s) shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year/ three hundred and sixty-six (366) days a year for the 2020 'leap year'.

3.2.3 The Supplier shall provide a telephone support Service for NHS Digital Personnel staffed by either:

- Supplier Personnel who are qualified professionals in a range of counselling services; or
- Supplier Personnel who are not qualified professionals in counselling Services, but who are appropriately trained in the Services.

3.2.4 The Supplier shall route NHS Digital Personnel who are identified as being at risk ('red flag') to a counsellor for immediate support (e.g. at risk of taking their own life).

3.2.5 The Supplier shall provide the following triage services including, but not be limited to:

- Recording NHS Digital Personnel details and open a case file where all details of the advice, guidance and any further Services provided shall be maintained;
- Recording details of NHS Digital Personnel requests and provide advice and guidance pertinent to the request made;
- Routing NHS Digital Personnel as appropriate to counselling Services, as further described in this Schedule;
- Signposting NHS Digital Personnel as appropriate to specialised agencies such as Relate, Alcoholics Anonymous, Citizens Advice Bureaux and Cruise;
- Signposting and referring NHS Digital Personnel to organisations and networks linked to NHS Digital, such as Mental Health First Aiders/Mental Health Advocates, the Charity for Civil Servants, Civil Service Sports Council, the Civil Service Retirement Fellowship and other such organisations and networks;
- Routing NHS Digital Personnel to specialised support as appropriate, including short-term, focussed one-to-one counselling and Cognitive Based Therapy or other therapeutic interventions, where a clinical need is identified and as further described in this Schedule;
- Providing advocacy support where NHS Digital Personnel are too distressed or is unable to effectively manage themselves; and
- Providing advice and support Services specifically for managers as further described in this Schedule.

3.2.6 The Supplier shall have arrangements in place for the telephone support Services to enable NHS Digital Personnel with hearing or speech difficulties and/or NHS Digital Personnel whose first language is not English and who request or require language support to effectively use the Services.

3.2.7 The Supplier shall brand the Services in accordance with NHS Digital requirements so that NHS Digital Personnel using the Services shall reach a helpline that can be identified by their organisation name and/or specific Services.

3.2.8 The Supplier shall allow NHS Digital Personnel to self-refer to use the Services and the Supplier shall also allow referrals from managers, HR, and suppliers of occupational health Services provided to NHS Digital or any other network/support service as authorised by NHS Digital where the Contracting Authority Personnel grants prior permission.

3.2.9 The Supplier shall provide information to NHS Digital Personnel about the Charity for Civil Servants and shall assist NHS Digital Personnel with the completion of application forms to the fund.

3.2.10 The Supplier shall support as required any NHS Digital Personnel requiring assistance in preparing a case or a supporting statement to the Charity for Civil Servants or other such organisation. NHS Digital shall provide the Supplier with relevant information and policy guidance.

3.2.11 The Supplier shall ensure that all NHS Digital Personnel requiring a telephone call back following triage shall receive one within two (2) hours of triage taking place.

3.2.12 The Supplier shall ensure that all NHS Digital Personnel queries, which do not require counselling Services are completed within twenty-four (24) hours.

### **3.3 Bullying and Harassment Support**

- 3.3.1 The Supplier shall provide a specified freephone telephone helpline number, if requested to do so by the NHS Digital for advice and support on bullying and harassment. The Services provided by the Supplier shall be the same as that provided via the standard telephone advice lines, with the exception of the provision of a specific telephone number.
- 3.3.2 The Supplier shall provide support and advice to NHS Digital Personnel experiencing bullying and harassment in the workplace, including those involved in formal action. The Services shall be supported by specific materials such as leaflets and posters, which NHS Digital shall distribute accordingly.
- 3.3.3 The Supplier shall provide a listening Service for NHS Digital Personnel and the Supplier shall signpost NHS Digital Personnel to internal NHS Digital support mechanisms, personnel and policy/procedural for further advice and guidance. The Supplier shall not give advice on the individual NHS Digital policies and procedures.
- 3.3.4 The Supplier shall provide the NHS Digital with a written recommendation for additional counselling Services where the NHS Digital Personnel requires additional counselling but they have already received the maximum number of counselling sessions for an unrelated reason.
- 3.3.5 The Supplier shall provide no additional counselling Services unless approved in writing by the Contracting Authority.
- 3.3.6 The Supplier shall not act as an advocate for any NHS Digital Personnel in grievance cases connected with harassment and bullying.

#### **3.4 Whistleblowing Service**

- 3.4.1 The Supplier shall provide a specified freephone telephone helpline number if requested to do so by NHS Digital for advice and support on whistleblowing.
- 3.4.2 The Supplier shall ensure that they obtain copies and comply with NHS Digital whistleblowing policies and procedures and contact details of appointed teams.
- 3.4.3 The Supplier Personnel shall take all relevant details of whistleblowing incidents reported to assist NHS Digital appointed teams with further investigation of the incident by;
  - Recording full details of each whistleblowing incident in accordance with NHS Digital whistleblowing policies;
  - Report the call to the NHS Digital within one (1) working day of the incident being reported; and
  - Direct NHS Digital Personnel to the internal designated NHS Digital team for further advice and guidance where appropriate.

#### **3.5 Management Support Services**

- 3.5.1 The Supplier shall provide a specified freephone telephone helpline number if requested to do so by the NHS Digital for advice and guidance to managers.
- 3.5.2 The Supplier shall provide advice and guidance to managers for subject matters including, but not limited to:
  - Workplace attendance;
  - Workplace bullying;
  - Discrimination;
  - Gender reassignment;
  - Work related stress;

- Workplace conflict;
- Leading NHS Digital Personnel through change;
- Alcohol and drugs;
- Work/life balance;
- Mental health issues;
- Terminal illness; and
- Bereavement.

3.5.3 The Supplier shall ensure that Supplier Personnel are conversant in NHS Digital internal policies as provided by NHS Digital.

3.5.4 The Supplier shall:

- Provide advice and support to managers regarding recognition of problems which may impact on their own or other NHS Digital Personnel ability to work effectively;
- Support managers in undertaking their duty of care to NHS Digital Personnel including having difficult conversations, managing and implementing change, identifying causes of stress, pressure points and encouraging resilience;
- Support managers in recognising issues of mental health among NHS Digital Personnel and provide advice on practical measures on how to support NHS Digital Personnel;
- Enhance managers' confidence and capability in all areas of health and wellbeing; and
- Provide information about and signpost NHS Digital Personnel to specialist sources of help for any of the problems raised by managers

### **3.6 Coaching and Counselling Services including Therapeutic Interventions**

3.6.1 The Supplier shall provide telephone, online and face-to-face, short term, focused coaching and counselling Services including Cognitive Behavioural Therapy (CBT) and other therapeutic interventions.

3.6.2 The Supplier shall assess NHS Digital Personnel presenting issues and determine the most appropriate form of intervention.

3.6.3 The Supplier shall provide short-term focussed face-to-face counselling where this shall provide the best outcome for NHS Digital Personnel or where NHS Digital Personnel state this as their preference. The Supplier shall consider this option as the first course of treatment unless a clinical assessment determines otherwise.

3.6.4 The Supplier shall:

- Ensure NHS Digital Personnel understand all methods of counselling/coaching available to them, the expectations and limitations of each, and work together to choose the most clinically effective method;
- Ensure counselling Services are available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.
- Arrange the first counselling session appointment within forty-eight (48) hours of agreeing that counselling is an appropriate form of treatment;
- Ensure the first session of counselling takes place within five (5) days of referral;

- Provide a fast-track referral option where circumstances require a counselling session in advance of the standard appointment window. A fast track referral appointment shall take place within two (2) days of first referral;
  - Ensure that the duration of the initial consultation and subsequent sessions are in line with clinical best practice;
  - Ensure that when work-related stress is identified as an underlying issue, that assessment is carried out in conjunction with the Health and Safety Executive Management Standards;
  - Provide immediate telephone counselling support and/or forward NHS Digital Personnel immediately to emergency NHS Primary Care/A&E where NHS Digital Personnel are presenting as at risk i.e. 'red flag'. Examples of such are, medical emergencies and the risk of self-harm; and
  - Provide the first face-to-face counselling session for urgent cases within twenty-four (24) hours of first contact.
- 3.6.5 The Supplier shall deliver a maximum of six (6) counselling sessions to each NHS Digital Personnel member during a Contract Year as required. The Supplier shall agree any additional counselling Services in advance, with NHS Digital.
- 3.6.6 The number of sessions within this maximum of six (6) shall be subject to the clinical judgement of the Supplier. In exceptional circumstances NHS Digital may authorise additional counselling Services where there is a proven clinical need to do so. The Supplier shall obtain such authorisation in advance of any additional counselling being carried out.
- 3.6.7 The Supplier shall provide continuity of counsellors during a referral unless exceptional circumstances dictate otherwise. Where continuity of counsellor cannot be maintained the Supplier shall notify NHS Digital Personnel immediately or at least twenty-four (24) hours before an appointment. If the counsellor is unwell, the NHS Digital Personnel shall be given the opportunity to rebook an appointment within forty-eight (48) hours of the original appointment.
- 3.6.8 The Supplier shall make alternative arrangements to meet NHS Digital Personnel needs should they express reasonable objections that they are not content with the counsellor assigned to them.
- 3.6.9 The Supplier shall provide Counselling Services including therapeutic interventions, which shall be required due to the high risk and traumatic nature of some job roles, which expose NHS Digital Personnel to Post Traumatic Stress Disorder. The Supplier shall include Cognitive Based Therapy (CBT) and EMDR (Eye Movement Desensitization and Reprocessing) Services.
- 3.6.10 Where such outcome based counselling Services are recommended by the Supplier for NHS Digital Personnel the number of sessions shall be agreed and approved between the Supplier and NHS Digital prior to commencement. The Supplier shall provide an independent and confidential Service to assess NHS Digital Personnel needs and provide the most appropriate therapeutic intervention. The Supplier shall ensure that they have access to a comprehensive UK wide network of counsellors available to deliver these Services.
- 3.6.11 The Supplier shall ensure that premises are appropriate, safe and offer adequate levels of privacy to NHS Digital Personnel, if they provide face-to-face counselling away from the NHS Digital Personnel normal place of work.

- 3.6.12 The Supplier shall provide appointments within a reasonable travelling distance of the NHS Digital Personnel's home, but no more than one hour's travelling distance by public transport, from their home office location.
- 3.6.13 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to NHS Digital Personnel who are disabled, including disabled parking.
- 3.6.14 The Supplier shall ensure that all face-to-face counselling appointments shall meet NHS Digital Personnel's wishes with regards to counsellors of the same gender and if possible race and religion.
- 3.6.15 The Supplier shall provide where required, a fully accessible, secure online counselling service. The Supplier shall ensure that the Service can also be accessed by NHS Digital Personnel who are posted overseas.
- 3.6.16 The Supplier shall recommend a referral to specialist agencies outside any contracted Services to NHS Digital Personnel requiring prolonged counselling or psychotherapy. The NHS Digital shall not meet the costs resulting from these referrals.
- 3.6.17 The Supplier shall provide UK based or overseas based face-to-face counselling and therapeutic interventions if required by NHS Digital Personnel which shall be agreed at the time of provision.
- 3.6.18 The Supplier shall agree overseas based counselling Charges in advance with NHS Digital.

### **3.7 Case Management**

- 3.7.1 The Supplier shall have a documented case management process in place. If NHS Digital Personnel receive Services following an initial triage the Supplier shall create a case record to track that all Services provided to the NHS Digital Personnel are appropriately delivered and managed in accordance with the case management process.
- 3.7.2 The case management process shall include as a minimum:
- How cases are recorded;
  - What treatment has been recommended and provided;
  - How cases are monitored;
  - How cases are followed up;
  - Processes to ensure any NHS Digital Personnel with reasonable adjustments are effectively supported;
  - How cases are managed and handed off between the different Services provided by the Supplier;
  - How cases are closed, including the approval process for closure; and
  - How the outcome of a case is measured, specifically in terms of benefits, success and failure.
- 3.7.3 The Supplier shall provide case notes and reports to NHS Digital Personnel, in alternative formats where required, or upon request of the NHS Digital Personnel.

### **3.8 Health and Wellbeing Promotion and Awareness**

- 3.8.1 The Supplier shall provide a programme of education, support and training to NHS Digital Personnel in relation to general health and wellbeing, which reflects and/or includes mental health, musculoskeletal and healthy lifestyle. The programme shall coincide with national and local health and wellbeing campaigns.

- 3.8.2 The Supplier shall ensure policy changes and such material, provided by NHS Digital, shall be included in the relevant programme.
- 3.8.3 The Supplier shall include the following subject areas, but not be limited to:
- Resilience;
  - Mindfulness;
  - Identifying stress and its causes;
  - Lifestyle risks;
  - Fatigue/sleep problems;
  - Mental health stigma;
  - Substance abuse;
  - Work/life balance;
  - Gender reassignment;
  - Menopause;
  - Retirement; and
  - Coping with change.
- 3.8.4 The Supplier shall deliver the programmes using a variety of communication methods, for example posters, leaflets, audio, online, seminars, workshops and televisual and shall tailor these to meet the needs of the NHS Digital.
- 3.8.5 The Supplier shall ensure the content of any programme shall be based on material readily available by the Supplier and tailored where required for the NHS Digital.
- 3.8.6 The Supplier shall provide education to NHS Digital with prevalent and emerging health and wellbeing issues, such as:
- The ageing workforce;
  - Supporting those with caring responsibilities;
  - Cancer support;
  - Gender dystopia;
  - Support for disabled NHS Digital Personnel or NHS Digital Personnel caring for a disabled dependant; and
  - Supporting those with neuro diverse conditions such as Asperger's / autism, bipolarity, ADHD, schizophrenia, schizoaffective disorder and sociopathy.
- 3.8.7 The Supplier shall provide wellbeing information within a planned programme to be approved in advance by NHS Digital. All health promotion materials shall reflect that of wider government health policy published by the Department of Health and Public Health England and reflect clinical best practice.
- 3.8.8 The Supplier shall embed programme materials within their Employee Assistance Programme online portal.

### **3.9 Publicity and Promotion**

- 3.9.1 The Supplier shall work with NHS Digital to agree a series of on-going publicity and general promotional material and initiatives throughout the term of the Call Off contract to highlight awareness of the Services and encourage uptake and use of the Services by NHS Digital Personnel. For general promotion of the Services, which does not require on-site seminars or conference style delivery, NHS Digital shall not be charged for such Services. Any material shall be agreed in advance by NHS Digital and contain branding specific to NHS Digital if required.

### **3.10 Premises and Access to Services**

- 3.10.1 The Supplier shall ensure when delivering Services on NHS Digital premises that the accommodation is suitable for the Services.
- 3.10.2 The Supplier shall agree with NHS Digital any equipment required for the delivery of on-site Services.
- 3.10.3 Where the Supplier shall be responsible for the provision of such equipment and the Supplier shall provide NHS Digital with all requirements of the premises in order that the equipment can be correctly installed and maintained.
- 3.10.4 The Supplier should note that the availability of WIFI may be inconsistent across the NHS Digital' premises.
- 3.10.5 The Supplier shall ensure that access to premises is requested from NHS Digital in advance of Services being performed so as to allow for any additional security clearance, which may be required.
- 3.10.6 The Supplier shall provide mobile units and all necessary equipment and Supplier Personnel where the Services are required to be delivered from such facilities. The Services may also be required for NHS Digital Personnel based in remote locations, or where the NHS Digital are unable to provide suitable accommodation.
- 3.10.7 The Supplier shall ensure that face-to-face Services which are required away from NHS Digital Personnel's normal place of work, are conducted on premises that are appropriate, safe and offer adequate levels of privacy for NHS Digital Personnel.
- 3.10.8 The Supplier shall ensure that appointments take place in suitable Supplier premises within a reasonable travelling distance of NHS Digital Personnel's home address, but no more than one hour's travelling distance by public transport, from NHS Digital Personnel's office location.
- 3.10.9 The Supplier shall ensure, if requested by NHS Digital Personnel, Supplier Personnel of the same gender shall carry out the consultation.
- 3.10.10 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to disabled NHS Digital Personnel, including disabled parking.

### **3.11 Service Implementation**

- 3.11.1 The Supplier shall provide implementation support to NHS Digital which shall include as a minimum, but not be limited to:
  - A detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities and dependencies;
  - Work with NHS Digital to set up systems and processes to support the delivery of the Services;
  - Work with NHS Digital to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Personnel;
  - A communications strategy to ensure NHS Digital are kept informed at key stages during the transition of Services;
  - Work with the incumbent Suppliers to ensure a seamless transfer and continuity of Services.
- 3.11.2 The Supplier shall provide NHS Digital with a process flow and description of how appropriate Services are managed, from the point of contact through to case

management and resolution as part of their implementation plan. These processes shall be approved in advance by NHS Digital.

- 3.11.3 The Supplier shall ensure that where NHS Digital have separate contracted provision for occupational health services, the Supplier shall work with other NHS Digital contracted Suppliers to deliver a seamless and joined up approach across the Service.
- 3.11.4 The Supplier shall establish a project team, which is responsible for the implementation of the Services.
- 3.11.5 The Supplier shall appoint a project manager with relevant experience of implementing a project of similar size and complexity.
- 3.11.6 The Supplier project manager shall report to NHS Digital on all aspects of implementation.

### **3.12 Diversity and Inclusion**

- 3.12.1 The Supplier shall ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.
- 3.12.2 The Supplier shall ensure Supplier Personnel are trained in such legislation as required in the provision of the Services. The delivery of Services shall be accessible to NHS Digital Personnel, and shall include as a minimum:
  - Provision of written reports in alternative formats where required or upon request of the NHS Digital Personnel or line manager;
  - Telephone services to support NHS Digital Personnel with hearing or speech difficulties;
  - Services for NHS Digital Personnel whose first language is not English and who may request or require language support;
  - Access to Supplier premises for face-to-face appointments shall be disability friendly, where required to be so. Where this is not possible alternative arrangements shall be made in advance of any appointments; and
  - Provision of disabled parking at Supplier premises, where required.

3.15.3 The Supplier shall meet or be working towards meeting the content accessibility standards WCAG 2.0 AA (in line with central Government standards. For further information see [Web Content Accessibility Guidelines \(WCAG\) 2.0](#)

## **4 MANDATORY REQUIREMENTS: SUPPLIER ACCREDITATION, SECURITY AND STANDARDS**

### **4.1 Supplier Accreditation**

- 4.1.1 The Supplier shall be accredited by the British Association for Counselling and Psychotherapy (BACP).
- 4.1.2 In addition to BACP accreditation, Supplier organisations and Supplier Personnel shall hold accreditation from one or more of the following recognised bodies:
  - British Psychological Society;
  - British Confederation of Psychotherapists;
  - British Association for Behavioural and Cognitive Therapies (BABCP);
  - UK Council for Psychotherapy (UKCP);
  - Health and Care Professionals Council (HCPC);
  - Nursing and Midwifery Council (NMC);

- General Medical Council (GMC); and
- COSCA (Counselling & Psychotherapy in Scotland).

## **4.2 Security**

- 4.2.1 The Supplier shall ensure that the implementation of security controls and how they shall comply to CESG BC and HMG Security Policy Framework as detailed at the link below and Industry best practice is documented, with associated security policies and standards:

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

- 4.2.2 The Supplier shall have a Cyber Essentials Scheme Basic Certificate or equivalent at the commencement date of the first Call Off contract. Cyber Essential Scheme requirements can be located at:

<https://www.cyberstreetwise.com/cyberessentials/files/requirements.pdf>

- 4.2.3 The Supplier shall ensure that prior to the Services 'Go Live' and annually thereafter that they will undertake Check Assurance with a CESG approved provider. Further information on CESG penetration testing can be found at:

<https://www.cesg.gov.uk/articles/using-check-provider>

<https://www.cesg.gov.uk/scheme/penetration-testing>

- 4.2.4 The Supplier shall ensure that NHS Digital information and Data is secured in a manner that complies with the Government Security Classification Policy rating of OFFICIAL - SENSITIVE. The Supplier shall ensure that the Government Security Classification Policy rating is also applied when information and Data is transmitted across all applicable networks and/or in line with the NHS Digital' requirements.
- 4.2.5 The Supplier shall, where required, have the capability to employ encryption to information/Data which shall be sent across a network or extracted by electronic means. The Supplier shall ensure that the level of encryption complies in full with the Government Security Classification Policy rating of OFFICIAL - SENSITIVE and/or in line with the NHS Digital' requirements.
- 4.2.6 The Supplier shall ensure that any suspected or actual security breaches are reported to NHS Digital representative immediately and depending on the impact of the breach, shall be included in monthly/quarterly performance reporting to the Authority.
- 4.2.7 The Supplier shall comply with all relevant legislation, organisational and cross Government policy and guidelines in relation to Data and asset security.

## **4.3 Standards**

- 4.3.1 The Supplier shall provide secure solutions that comply with any restrictions or requirements arising out of NHS Digital' security policies. This shall include, but not be limited to:
- Cyber Essentials Scheme Basic Certificate;
  - CESG Check Accreditation;
  - BS EN ISO 9001 or agreed equivalent; and
  - ISO 27001 Information Security Management or agreed equivalent.
  - HMG Baseline Personnel Security Standard

- 4.3.2 The Supplier shall not charge a premium to NHS Digital for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by NHS Digital.

#### **4.4 Policies**

- 4.4.1 All Services must comply with Her Majesty's Revenue and Customs Employment Income Manual EIM21845 and EIM 20504.

### **5 MANDATORY REQUIREMENTS: SUPPLIER PERSONNEL**

#### **5.1 Supplier Personnel**

- 5.1.1 The Supplier shall ensure that all Supplier Personnel are suitably experienced, skilled and/or qualified to deliver the Services for which they are employed.

#### **5.2 Patient Confidentiality and Anonymity**

- 5.2.1 The Supplier shall ensure that Supplier Personnel are aware of the following:
- Factual, contemporaneous and legible medical records shall be maintained for all NHS Digital Personnel using the Services; and
  - Reports produced on NHS Digital Personnel can be disclosed to that NHS Digital Personnel on request in accordance with the Access to Medical Reports Act 1988 and the Access to Health Records Act 1990.
- 5.2.2 The Supplier shall ensure Supplier Personnel are trained in all applicable law relating to patient confidentiality and the Supplier shall provide evidence of such training on request to NHS Digital.

#### **5.3 Qualifications**

- 5.3.1 The Supplier shall ensure all Supplier Personnel who provide counselling Services shall:
- Have a Diploma in Counselling or equivalent;
  - Comply with the BACP Ethical framework for good practice in Counselling and Psychotherapy 2012;
  - Have experience of delivering short term counselling;
  - Have 450 hours of counselling experience post qualification;
  - Undertake regular supervision by a qualified counselling supervisor in line with BACP guidelines;
  - Hold membership or accreditation with one or more of the registered bodies listed in section 4.1.2; and
  - Ensure therapists delivering outcome-based Services meet the minimum level of relevant qualifications and experience required for membership of their appropriate professional bodies (The British Association for Behavioural and Cognitive Psychotherapies, EMDR UK & Ireland Association and the British Association for Counselling and Psychotherapy).
- 5.3.2 The Supplier shall ensure that Supplier Personnel who provide mediation Services comply with the standards and ethics of the Civil Mediation Council (CMC) and shall have an accredited mediation qualification.

#### **5.4 Training**

- 5.4.1 The Supplier shall ensure that all Supplier Personnel undertake Continuing Professional Development (CPD).

- 5.4.2 The Supplier shall provide adequate supervision and support, where newly qualified Supplier Personnel provide the Services, including a designated qualified mentor.
- 5.4.3 The Supplier shall ensure all Supplier Personnel who provide Services shall:
- Be appropriately trained in the Contracting Authority's processes and policies as provided by the Contracting Authority;
  - Be trained in the Supplier's processes, procedures and policies, including those which have been agreed between the Supplier and the Contracting Authority;
  - Be trained in the counselling and advice Services that are offered and/or available and have access to a database of such Services so that NHS Digital Personnel who use the Services can be triaged appropriately and signposted to the relevant Services; and
  - Undergo, at a minimum, annual training which shall include training on any changes to the above and refresher training.
- 5.4.4 The Supplier shall keep a record of such training and provide evidence of training and/or qualifications on request to the NHS Digital.

## **5.5 Vetting**

- 5.5.1 The Supplier shall ensure that Supplier Personnel 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 Personnel 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/security-policy-framework>.
- 5.5.2 The Supplier shall ensure that all Supplier Personnel, have been security vetted and approved to Disclosure and Barring Service (DBS) relevant standards and/or Disclosure Scotland relevant standards where appropriate. The Supplier shall ensure this is completed prior to the involvement of Supplier Personnel in the delivery of the Services under this Framework Agreement.
- 5.5.3 The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any additional security requirements specified by NHS Digital at the Call Off stage.
- 5.5.4 The Supplier shall provide details of its Supplier Personnel security procedures to NHS Digital.

## **5.6 Supply Chain Management**

- 5.6.1 This section describes the supply chain mandatory requirements the Supplier shall comply with throughout the term of any this Call Off contract. This is in addition to the obligations set out in Framework Clause 25.
- 5.6.2 The Government is committed to making sure that small and medium-sized enterprises (SMEs) have access to Government contract opportunities. Suppliers shall be required to make this Framework Agreement and any Call Off contracts 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.
- 5.6.3 The Supplier shall proactively encourage SME's to become part of their supply chain.

- 5.6.4 The Supplier shall ensure that they exercise due skill and care in the appointment and selection of any Sub Contractors (including associates/partners).
- 5.6.5 The Supplier shall 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 Schedule.
- 5.6.6 The Supplier shall 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.
- 5.6.7 The Supplier shall formalise relationships with Sub Contractors and manage any Sub Contractors in accordance with Industry Good Practice.

<b>6 MANDATORY REQUIREMENTS: CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION</b>
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#### **6.1 Call Off Contract Management**

- 6.1.1 The Supplier shall provide a suitably qualified Call Off contract manager within five (5) working days of the Call Off contract Commencement date, provide NHS Digital with the name and contact details (including the telephone number and email address) of the Call Off contract manager.
- 6.1.2 The Call Off contract manager shall have a detailed understanding of the Framework and Call Off contract and shall have experience of managing contracts of similar size and complexity.
- 6.1.3 The Supplier shall communicate any change to the Call Off contract manager to NHS Digital no less than one (1) month in advance of any planned change.
- 6.1.4 The Supplier shall participate in face to face meetings at no additional cost to NHS Digital
- 6.1.5 The Supplier shall promote, deliver and communicate transparency of pricing and savings when requested by NHS Digital.
- 6.1.6 The Supplier Call Off contract manager shall be the primary contact between the Supplier and NHS Digital. They shall be responsible for managing the relationship with NHS Digital, which shall include:
  - Ensuring continuity of provision and Service delivery;
  - Service planning, monitoring and continuous improvement;
  - Agreeing and documenting points of contacts with the Supplier for communication and escalation;
  - Contract administration;
  - The provision of Management Information;
  - Attending contract review meetings at the frequency determined by the Contracting Authority;
  - 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.

- 6.1.7 The Supplier shall provide contact details of Supplier Personnel responsible for managing the Call Off contract if they differ to the Call Off contract manager.
- 6.1.8 The Supplier Call Off contract manager shall escalate any issues that cannot be resolved between NHS Digital and the Supplier to the Authority.
- 6.1.9 The Supplier shall provide the NHS Digital with a quarterly report, listing as a minimum:
  - External market trends, including analysis of how the NHS Digital 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.

## **6.2 Service Levels and Service Credits**

- 6.2.1 Annex 3 (Service Levels and Services Credits) of this Schedule provides baseline Service Levels that NHS Digital may implement.
- 6.2.2 Where Annex 3 applies, the relevant Call Off Contract Clauses and Call Off Contract Schedule 6: Service Levels, Service Credits and Performance Monitoring Part A: Service Levels and Service Credits shall be amended in accordance with this Annex 3 'Guidance Note to this Part A: Service Levels and Service Credits'.

## **6.3 Clinical Governance and Performance Monitoring**

- 6.3.1 The Supplier shall conduct an annual Service review in respect of each Contract Year. The Service review shall be supported by a report that provides details of the methodology, the sampling techniques, any issues identified and remedial action to be taken.
- 6.3.2 The Supplier shall make the results available to the Authority and Contracting the Authorities.
- 6.3.3 The Supplier shall include the following in the review:
  - Supplier Personnel levels are being maintained and monitored to cope with Service demands and that a Supplier Personnel resource planning process is regularly reviewed and maintained;
  - All clinical policies and procedures are being monitored and followed;
  - Supplier Personnel are professionally accredited in order to provide the Services;
  - Supplier Personnel professional qualification accreditation is monitored and maintained at organisational level; and
  - A complaints process is effectively monitored and maintained by sampling 10% of complaints and reviewing that all processes are followed and appropriate records maintained.
- 6.3.4 The Supplier shall work with NHS Digital to track and report on any remedial actions identified and the Parties agree that they shall bear their own respective costs and expenses incurred in respect thereof.

## **6.4 Measuring Service Impact and Outcomes**

- 6.4.1 The Supplier shall use published, recognised methodologies, where available and agreed in advance with NHS Digital, to measure the Services at least twice in each Contract Year. The Supplier shall include, at a minimum, an assessment of the impact of the Services on
- NHS Digital Personnel engagement with the Contracting Authority as an employer;
  - NHS Digital Personnel perception of their own health and wellbeing;
  - NHS Digital Personnel perception of their own stress and anxiety levels;
  - NHS Digital Personnel perception of their own levels of resilience; and
  - NHS Digital Personnel perception of presenteesim (the extent NHS Digital Personnel work when sick or feel obliged to work when sick) and productivity.
- 6.4.2 The Supplier shall agree the forms of clinical measures to monitor the effectiveness of the Services, in advance with NHS Digital and they may include but not be limited to:
- General Health Questionnaire (GHQ) (versions 12,28,30 & 60) to detect the presence of and/or assess the severity of psychiatric disorders;
  - Patient Health Questionnaire (PHQ-9) generally used to monitor the severity of depression symptoms; and
  - General Anxiety Disorder (GAD7) self-administered questionnaire used to determine presence and severity of generalised anxiety disorder.
- 6.4.3 The Supplier shall undertake satisfaction surveys of the Services and shall aim to get a 50% response from NHS Digital Personnel.
- 6.4.4 The Supplier shall ensure that surveys contain questions relating to all aspects of the Services, including use of the online portal and where appropriate to incorporate measures that are included in NHS Digital employee surveys, which will be shared with the Supplier.
- 6.4.5 The Supplier shall design and provide such surveys to NHS Digital upon request at no additional charge.
- 6.4.6 The Supplier shall provide NHS Digital with survey results, including recommendations for Service improvements, identifying changes to Services where NHS Digital Personnel satisfaction has not met Contract Authorities agreed targeted results.
- 6.4.7 The Supplier shall design the content of satisfaction surveys and agree in advance with NHS Digital, including specified measures to be achieved.

## **6.5 Strategy, Policy and Guidance**

- 6.5.1 The Supplier shall provide policy and strategy advice to NHS Digital. This shall include analysis of internal policies and sharing best practice from across employment sectors.
- 6.5.2 The Supplier shall work with NHS Digital to understand any new policy changes, which may impact on Service delivery.
- 6.5.3 The Supplier shall identify Service trends and shall develop mitigation strategies and/or solutions in conjunction with NHS Digital, for example when:

- Referrals increase due to a specific problem identified;
- Service usage patterns indicate the need for further investigation;
- Issues of bullying/intimidation or career/job related stress increase in a specific NHS Digital location;
- There is a lack of referrals / NHS Digital Personnel contact from a NHS Digital geographical area or business unit; and
- Patterns/or concerns of presenteeism (the extent to which NHS Digital Personnel work when sick or feel obliged to work when sick) arise in particular parts of NHS Digital.

6.5.4 The Supplier shall propose changes and/or modifications to the Services in order that the Services address specific trends and/or issues, including a time plan for implementation and shall work with NHS Digital to implement agreed modifications.

## **6.6 Complaints Process**

6.6.1 The Supplier shall ensure that any complaints / issues raised by NHS Digital Personnel are dealt with as a matter of priority.

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

- NHS Digital Personnel complaints relating to delays in booking appointments of Services;
- NHS Digital Personnel complaints relating to the availability of receiving the Services;
- NHS Digital Personnel complaints relating to any sharing of patient Data;
- NHS Digital Personnel complaints in relation to the quality of Services received;
- NHS Digital Personnel complaints in relation to Services not meeting the specific needs of individuals e.g. facilities for disabled NHS Digital Personnel;
- NHS Digital complaints relating to failure to meet agreed Service Levels; and
- NHS Digital complaints in relation to invoicing and billing.

6.6.3 The Supplier shall acknowledge complaints made by NHS Digital Personnel whether verbal, formal or informal and written within one (1) 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 of the complaint shall be made by the Supplier to the NHS Digital at intervals of two (2) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.

6.6.4 The Supplier shall have in place a robust escalation process to support complaints handling and to ensure effective management and resolution of all complaints received from NHS Digital.

6.6.5 The Supplier shall provide NHS Digital with one consolidated report (per month) for the duration of this Framework Agreement capturing all customer complaints detailed by NHS Digital. 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.

6.6.6 The Supplier shall provide the NHS Digital with a copy of the Suppliers documented complaints process.

## **6.7 NHS Digital Management Information (MI)**

- 6.7.1 The Supplier shall provide the following management information, as a minimum, to NHS Digital, unless otherwise agreed at Call Off stage.
- 6.7.2 The NHS Digital will require comprehensive and robust management information to verify that Services are being delivered to the required standard, providing quality outcomes and providing value for money.
- 6.7.3 The Supplier shall ensure NHS Digital Personnel anonymity and confidentiality in the delivery and content of all management information.
- 6.7.4 The Supplier shall provide management information broken down as specified by the NHS Digital, but at a minimum this shall be at organisation, agency and business unit level and by geographical location.
- 6.7.5 NHS Digital may request a reasonable number of ad-hoc Management Information reports. The Supplier shall provide such management information reports at no additional Charge.
- 6.7.6 NHS Digital will, where the data is available, provide the Supplier with quarterly statistics on causes of sick absence, absence levels and average working days lost (AWDL). NHS Digital will supply these figures at organisational, departmental and agency level where available. NHS Digital will also advise the Supplier of any planned programmes of work, which may have an impact on the usage of the services, such as major transformation programmes.

## **6.8 NHS Digital Quarterly Management Information**

- 6.8.1 The Supplier shall provide the following quarterly management information to NHS Digital. Each quarterly management information report shall be broken down by month and shall include a demographic (gender, ethnicity, age and disability) breakdown of Service usage:

### **General:**

- Monthly and cumulative Contract Year to date Charges for the Services, including any pass through or additionally agreed Charges;
- Consolidated customer complaints report;
- Performance against agreed SLA's;
- Results of customer satisfaction surveys;
- Continuous improvement report; and
- Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.

### **Online Portal and Telephone Services:**

- Analysis of hits to online portal, including sub-site breakdown information;
- Number of calls received to the telephone advice Service desks (and topics this relates to e.g. finance, legal etc);
- Number of telephone calls requiring call-back;
- Number of telephone calls abandoned;
- Number of immediate high risk or red flag cases;
- Number of cases assessed as medium to high risk; and
- Number of low risk cases identified.

#### Counselling and Other Services:

- The number of NHS Digital Personnel that received or are progressing through telephone-based counselling to include:
    - On-line counselling cases MI
    - Number of individual sessions taken place and high-level topic
    - Comparison to industry norm
    - Start v end therapy evaluation – e.g. shift in mood
    - % of staff out of work at start of sessions and in work at end
  - The number of NHS Digital Personnel that received or are progressing online counselling;
  - The number of NHS Digital Personnel that received or are progressing through face to face counselling;
  - The number of NHS Digital Personnel that received or are progressing through therapeutic intervention;
  - Analysis of problem source by work, home and/or both;
  - Analysis of NHS Digital Personnel who failed to attend booked counselling sessions;
  - Average number of counselling sessions per Service received and resultant trends;
  - Identification of service types which frequently require additional counselling Services;
  - The number of NHS Digital Personnel outlining work related stress as a primary reason for contact;
  - A breakdown of cases using the HSE Management Standards (sources of stress at work) – demands; control; relationships; role; and change;
  - The number of mediation cases undertaken and in progress, including outcomes;
  - The number of NHS Digital Personnel who have used telephone support through the trauma and critical incident Service; and
  - Number of planned and executed policy and other Employee Assistance Programme workshops/training programmes/seminars, listed by department.
- 
- An executive summary outlining usage of the Services by NHS Digital and emerging trends;
  - Explanation of how the data has been collated and derived and any anomalies identified;
  - Monthly and year to date performance against SLAs;
  - Period by period comparison of the data presented;
  - Presentation in graphical and tabular form along with the base data, the specific format of which will be agreed on award of the Call Off contract;
  - The benefits and added value the Service is providing, specifically stating what benefit the Supplier has brought to the Services both for the NHS Digital Personnel and commercially;
  - Summary by Contract of satisfaction surveys, which shall track the NHS Digital Personnel's journey from engagement to resolution and identify where the Services are not meeting expected standards and plans to address these;
  - Summary of NHS Digital Personnel complaints and identification of any trends resulting from these with a proposed Service Improvement Plan to be agreed between the parties;
  - Trend analysis of Service usage including suggested actions and service improvements, with proposed times and costs for implementation;
  - Service hotspots in NHS Digital, 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; and
- Market innovations and trends emerging in the wider employee assistance programme market including mental health, musculoskeletal and healthy lifestyle

## ANNEX 1 – GLOSSARY

Call Off Contract Manager	means the Supplier's Contract Manager appointed to manager NHS Digital Contract
NHS Digital Personnel	means all employees including volunteers and managers working in NHS Digital office locations and to those working remotely and in field locations, both in the UK and abroad.
Data	means Data relating to a record which is stored on the Supplier's systems and databases.
Go Live	means an IT System or Service becoming operational.
Supplier Personnel	means the Personnel of the Supplier with whom the NHS Digital have entered into a Call Off contract
Service Levels	means the NHS Digital specified Service Level linked to specific functions which the Supplier is required to undertake as part of the Contract.
Public and Bank Holidays	means all Public and Bank Holidays which are detailed in the link below: <a href="https://www.gov.uk/bank-holidays">https://www.gov.uk/bank-holidays</a>

## **ANNEX 2 –**

### **Job roles and duties undertaken by NHS Digital Personnel**

The duties undertaken by NHS Digital staff are multiple and varied, and may include some of the following:

- Desk based and display screen equipment and associated work, both seated and standing;
- Customer facing work, with risk of exposure to upset and/or violent people in the workplace and in third party premises and remote working locations;
- Call Centre operations;
- Construction workers;
- Diving teams;
- Physical work e.g. searching people, bags, vehicles, ships and other forms of transport for smuggled goods and illegal immigrants and detaining/arresting people;
- Production areas, using appropriate equipment and some degree of manual handling;
- Management and operation of detention centres for people about to be deported, including people who have been convicted in a criminal court;
- Trained handlers of sniffer dogs;
- Operation of a fleet of boats to deter smuggling;
- Work outdoors in all seasons e.g. farms, forestry, flood defence;
- Agricultural and horticultural researchers;
- Inspections of establishments undertaking scientific procedures on live animals;
- Caseworkers dealing with images and written material of an explicit, difficult and disturbing nature;
- Traffic officers providing active management of motorways;
- Front line emergency search and rescue activities;
- Driving (including blue-light and off-road);
- Laboratory workers;
- Staff working or coming into contact with biological hazards and other hazardous substances in the workplace or at third party premises including, remote working;
- Home based workers;
- Shift workers;
- Police;
- Physicians;
- Nurses;
- Healthcare workers;
- Fire fighters;
- Armed Personnel;
- Prison Officers;
- Ship workers and sea going scientists and researchers;
- Travel and work overseas; and
- Employees undertaking emergency response work which might be outside normal duties or working hours e.g. national/local disasters, flooding, notifiable diseases

## **ANNEX 3: SERVICE LEVELS AND SERVICE CREDITS**

### **PART A: SERVICE LEVELS AND SERVICE CREDITS**

#### **1. GENERAL PROVISIONS**

- 1.1. The Supplier shall provide a proactive Call Off Contract manager to ensure that all Service Levels in this Call Off Contract and Key Performance Indicators in the Framework Agreement are achieved to the highest standard throughout, respectively, the Call Off Contract Period and the Framework Period.
- 1.2. The Supplier accepts and acknowledges that a Service Level Failure will result in Service Credits being issued to Customers in accordance with this Part A of Call Off Contract Schedule 6.

#### **2. PRINCIPAL POINTS**

- 2.1. The objectives of the Service Levels and Service Credits are to:
  - 2.1.1. ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
  - 2.1.2. provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of service for which it has contracted to deliver; and
  - 2.1.3. incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

#### **3. SERVICE LEVELS**

- 3.1. Annex 1 to this Part A of this Schedule sets out the Service Levels the performance of which the Parties have agreed to measure.
- 3.2. The Supplier shall, at all times, provide the Services in such a manner that the Green Service Levels Performance Measures are achieved.
- 3.3. If the level of performance of the Supplier of any element of the provision by it of the Services during the Call Off Contract Period is likely to or fails to meet any Service Level Performance Measure the Supplier shall immediately notify the Customer in writing and the Customer, in its absolute discretion and without prejudice to any other of its rights howsoever arising including under Clause 13 of this Call Off Contract (Service Levels and Service Credits), may:
  - (a) require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Customer and to rectify or prevent the failure of the Service Level Performance Measure from taking place or recurring; and
  - (b) if the action taken under paragraph (a) above has not already prevented or remedied the failure of the Service Level Performance Measure the Customer shall be entitled to instruct the Supplier to comply with the Rectification Plan Process; or

- (c) if a Service Level Failure has occurred, deduct from the Call Off Contract Charges the applicable Service Level Credits payable by the Supplier to the Customer in accordance with this Part A of this Schedule; or
- (d) if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Clause 14**Error! Reference source not found.** of this Call Off Contract (Critical Service Level Failure) (including subject, for the avoidance of doubt, the proviso in Clause 14.2.2 of this Call Off Contract in relation to Material Breach).
- (e) Approval and implementation by the Customer of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Customer.

#### 4. SERVICE CREDITS

- 4.1. Annex 1 to this Part A of this Schedule sets out the formula used to calculate a Service Credit payable to the Customer as a result of a Service Level Failure in a given service period which, for the purpose of this Schedule shall be a recurrent period of one Month during the Call Off Contract Period (the “**Service Period**”).
- 4.2. A “**Service Level Failure**” shall be when any of the following are reported in a Performance Monitoring Report produced in accordance with Part B of this Schedule.
  - 4.2.1. the Supplier’s performance of any Critical Service Level is reported as failing to meet the Red Service Level Performance Measure in a given Service Period;
  - 4.2.2. the Supplier’s performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Service Periods;
  - 4.2.3. the Supplier’s performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Service Periods; and
  - 4.2.4. the Supplier’s performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Service Periods.
- 4.3. The Customer shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Schedule to verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant Service Period.
- 4.4. Where a Service Level Failure occurs, the percentage identified as the “Service Credit Payable” for the relevant Service Level Criterion in Annex 1 of Part A of this Call Off Schedule 6 shall be applied to the Contract Charges for the Month in which the Service Level Failure occurs and the resulting amount deducted from such Contract Charges.
- 4.5. Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the invoice for the Month in which the Service Level Failure occurs.

#### 5. NATURE OF SERVICE CREDITS

- 5.1. The Supplier confirms that it has modelled the Service Credits and has taken them into account in setting the level of the Call Off Contract Charges. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

**BASELINE SERVICE LEVELS FOR EMPLOYEE ASSISTANCE PROGRAMMES:**

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
<b>Telephone Support Services</b>	All telephone support line Services to be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year	< 98%	>= 98% and < 100%	100%	1%	Critical Service Level
	Urgent or 'red flag' cases will be matched immediately for telephone support	<100%		100%	1%	Critical Service Level
	All calls to be answered within five (5) rings	< 97%	>= 97% and < 98%	>= 98%		
	Call abandonment rate to be less than two (2)%	<97%	>= 98% and < 100%	>= 99%		
	Initial call back to NHS Digital Personnel following triage to take place within two (2) hours	<98%	>= 98% and < 100%	100%		

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
	All queries not requiring counselling Services to be completed within twenty-four (24) hours.	<97%	>= 97% and < 98%	>= 98%		
<b>Online Portal</b>	Online Portal to be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year a day except for agreed downtime and maintenance which will be agreed with the NHS Digital at least seventy two (72) hours in advance of such work being carried out.	<97%	>= 98% and < 99%	>= 99%		
<b>Counselling Services</b>	Counselling Services to be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year	<100%		100%	1%	Critical Service Level

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
	Urgent or red flag cases will have first face to face counselling session offered within twenty four hours of first contact (if need determined)	<100%		100%	1%	Critical Service Level
	All counselling appointments (telephone, e-counselling or face to face) to be arranged within 48 hours of first contact	< 98%	>= 98% and < 100%	100%		
	Initial counselling session to take place within 5 days of first contact	<97%	>= 98% and < 99%	>= 99%		
	Where the need for a fast track referral to counselling has been identified by the Supplier, the appointment shall be booked within two (2) days of referral	< 98%	>= 98% and < 100%	100%		
	Face-to-face counselling appointments to be offered within 1 hour's travelling distance by public transport of NHS Digital Personnel	<97%	>= 98% and < 99%	>= 99%		

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
	home office location					
<b>Trauma and Critical Incident Support</b>	Where critical incident procedures have been invoked, all employees (including those overseas) must have access to designated telephone support within two (2) hours of notification	< 100%		100%	1%	Critical Service Level
	A workplace site presence with the appropriate number of skilled Supplier Personnel available within forty-eight (48) hours	< 100%		100%		
<b>Complaints</b>	All complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%		
	All Complaints to be updated at an interval of every two (2) Working Days	< 97%	> = 97% and < 99%	> = 99%		

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
<b>Customer Satisfaction</b>	All customer satisfaction surveys to meet agreed target measures	< 90%	> = 90% and < 95%	> = 95%		
<b>Contract Management</b>	All invoices right first time, provided with supporting data and received at the agreed times	< 97%	> = 97% and < 99%	> = 99%		
	Account management support available Monday to Friday 8am -6pm with responses to queries from the NHS Digital within one (1) Working Day	< 97%	> = 97% and < 99%	> = 99%		
<b>Management Information</b>	Management Information delivered at agreed periods with NHS Digital (defined at Call Off stage)	<100%		100%		
	All ad hoc and urgent MI in relation to Freedom of Information requests, Minister's questions and Parliamentary Questions will be	<100%		100%		

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
	provided within the timelines outlined for each request by the NHS Digital					

### Guidance Note to this Part A: Service Levels and Service Credits

The following amendments shall be made to the Call Off Contract where this Part A of this Schedule applies.

Amendments to Call Off Contract Clauses:

- Clause 13.3 (Service Levels and Service Credits) – “Service Level Performance Measure” shall be replaced with “Green Service Level Performance Measure”.
- Clause 22.2.2(a)(ii) (Change in Law) - “Service Level Performance Measure” shall be replaced with “Green Service Level Performance Measure”.
- Clause 32.5 (Supplier Equipment) - “Service Level Performance Measure” shall be replaced with “Green Service Level Performance Measure”.

The following Definitions shall be added or amended in the Call Off Contract.

<b>“Amber Service Level Performance Measure”</b>	shall be the amber service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of this Schedule (Service Levels, Service Credits and Performance Monitoring);
<b>“Critical Service Level”</b>	shall be those Service Level Performance Criteria identified as critical service levels in Annex 1 of Part A of this Schedule (Service Levels, Service Credits and Performance Monitoring);
<b>“Critical Service Level Failure”</b>	means a failure to meet a Red Service Level Performance Measure for a Critical Service Level;
<b>“Green Service Level Performance Measure”</b>	shall be the green service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of this Schedule (Service Levels, Service Credits and Performance Monitoring);
<b>“Red Service Level Performance Measure”</b>	shall be the red service level performance measure as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of this Schedule (Service Levels, Service Credits and Performance Monitoring);
<b>“Service Level Failure”</b>	has the meaning given to it in paragraph 4.2 to Part A of this Schedule;
<b>“Service Level Performance Criteria”</b>	the performance criteria for achieving the Service Levels shown in Annex 1 to Part A of this Schedule;
<b>“Service Level Performance Measure”</b>	A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure;