

OCCUPATIONAL HEALTH SERVICES
NHS DIGITAL STATEMENT OF REQUIREMENTS

1 INTRODUCTION

- 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 Occupational Health and Advice Services as required 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 The Supplier shall provide all aspects of the Service as set out in this Statement of Requirements
- 1.4 This Call-Off Agreement is formed under Lot 2 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

2.2 Lot 2 is for the provision of Occupational Health Services. The Service shall enable Contracting Authorities to address particular health and attendance issues, meet their statutory obligations with regards to health surveillance, identify the preventative measures that can be taken to minimise the overall risk of sickness absence and to improve employee health and wellbeing in the workplace.

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

- Telephone Support Services;
- Online Portal;
- Referrals from Contracting Authorities;
- Attendance Management Advice and Assessments;
- Attendance Management Reports;
- Case Conferences;
- Ill Health Retirement;
- Pre-Appointment & Pre-Enrolment Checks; and
- Surveillance Services.
- Fitness for Task and Safety Critical Work Services:
 - Hearing Tests; and
 - Baseline Hearing Tests
- Immunisations, Vaccinations, Inoculations, Medications & Blood Tests;
- Health Screening Services; and
- Physiotherapy Services.
- Workplace Assessments and Adjustments which shall include:
 - Assessments Relating to Reasonable Adjustments for Hearing and Sight Loss;
 - Dyslexia Assessments;
 - Specialist Support Services;
 - Support Worker Services;
 - Occupational Therapy Assessment; and
 - Display Screen Equipment Assessments.
- Consultancy;
- Education and Awareness Programmes;
- Publicity and Promotion; and
- Service implementation

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

- The Services shall be available to all Contracting Authorities Personnel including those working remotely;
- The Service shall provide sufficient flexibility of approach to accommodate different organisational structures, operating styles, cultures and job roles, as detailed in Annex 2.
- Confidentiality is crucial to the integrity of the Services;
- A strong focus on a high quality, clinically-led, evidence-based Services;
- Impartial advice and guidance for both Contracting Authorities Personnel and the Contracting Authorities;
- Cooperation and partnership with suppliers of Services where there is a required hand off between Services, such as Employee Assistance Programmes and Workplace Adjustments Teams;
- Delivery of innovative Services;
- Maximising e-enabled solutions and innovations;
- Flexibility to meet identified individual business needs, including the provision of a permanent on-site presence at the Contracting Authorities specified locations; and
- Flexibility to meet changing internal and external policies and regulations.

2.5 Contracting Authorities 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.

2.6 The Supplier shall ensure that all Contracting Authorities Personnel of the Services and Supplier Personnel are aware of the scope and limitations of patient and client confidentiality, in particular where there is a legal 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.

The Supplier shall maintain, at its own expense, all relevant medical records relating to the Services and shall store these in accordance with applicable law.

2.7 Service Availability

2.7.1 The Supplier shall ensure that all Services, including the necessary Supplier Personnel, be available as a minimum, fifty two (52) weeks a year, Monday to Friday between the hours of 08:00 hours to 18:00 hours, excluding Public and Bank Holidays.

2.7.2 The Supplier shall agree Service availability with individual Contracting Authorities, in the Call Off contract.

2.7.3 The Supplier shall note that standard service hours vary across Contracting Authorities and availability may be required during evenings, weekends and Bank and Public Holidays. Any additional charges shall be agreed with the Contracting Authorities in the Call Off contract.

2.7.4 Where a face-to-face referral/appointment is necessary, the Supplier shall arrange the referral/appointment at a suitable location within a travelling time of one hour by public

transport from the office address listed at <https://www.digital.nhs.uk/Our-locations> where the Contracting Authorities Personnel subject to the referral/appointment is normally based.

2.8 Exclusions

2.8.1 The Supplier shall not provide personal counselling services, critical incident management, mediation services or display screen equipment eyesight testing.

3 MANDATORY SERVICE REQUIREMENTS:

3.1 Telephone Support Services

- 3.1.1 The Supplier shall provide a telephone support Service for Contracting Authorities Personnel staffed by appropriately experienced, skilled and/or qualified Supplier Personnel.
- 3.1.2 The Supplier shall ensure that Contracting Authorities Personnel have continuous access to occupational health physicians and occupational health advisors as required by Contracting Authorities as part of the telephone advice and support Service.
- 3.1.3 The Supplier shall ensure that the Telephone Support Service shall be available fifty-two (52) weeks of the year, Monday to Friday between the hours of 08:00 and 18:00.
- 3.1.4 The Supplier shall agree with Contracting Authorities if the Services shall be available outside of these core hours, including evening, weekends and/or Bank Holidays.
- 3.1.5 The Supplier shall ensure that the Telephone and Support Service will be accessible to Contracting Authorities Personnel, via a Freephone number or a dedicated non-premium rate and/or a 01, 02, 03 prefix, which must be accessible from UK landlines, mobile telephones and overseas, via a UK dialling code and shall be able to accept calls from outside the UK.
- 3.1.6 The Supplier shall provide multiple telephone lines branded for specific Services, if requested by Contracting Authorities, which will be at no additional cost to the Contracting Authorities.
- 3.1.7 The Supplier shall ensure that all telephone messages from Contracting Authorities Personnel are responded to within twenty four (24) hours of receipt.
- 3.1.8 The Supplier shall 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 Referring Managers;
 - Clarification on the referral process;
 - Advice on progression of Contracting Authorities Personnel cases; and

- Updates and amendments to Contracting Authorities Personnel cases.

3.1.9 The Supplier shall also provide access to qualified Supplier Personnel via the telephone Services who shall provide:

- Generic occupational health advice to managers on any health issue affecting Contracting Authorities Personnel in the workplace;
- Information and guidance on how best to construct the referral for an occupational health assessment;
- Overseas travel health advice for Contracting Authorities Personnel, including vaccination advice;
- 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 Contracting Authorities 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.

3.2 Online Portal

3.2.1 The Supplier shall provide and maintain an online portal to support the Services and provide as a minimum, but not limited to:

- Web based access;
- Secure log-in by Contracting Authorities Personnel;
- General information on the Services;
- Input and transfer of Contracting Authorities Personnel referrals;
- Case management and tracking;
- Health screening and surveillance referrals and monitoring;
- Access to all Supplier standard training materials which they include as part of their standard Service offering; and
- management information in a downloadable format.

3.2.2 The Supplier shall ensure that online portal is available fifty two (52) weeks a year, Monday to Friday 08:00 to 18:00, excluding Public and Bank Holidays, except for agreed downtime and maintenance which will be agreed with the Contracting Authorities at least seventy two (72) hours in advance of such work being carried.

3.2.3 The Supplier shall agree with each Contracting Authorities if the Services shall be available outside of these core hours, including evening, weekends, Public and Bank Holidays.

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

3.2.5 All Contracting Authorities 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.

3.3 Referrals from Contracting Authorities

3.3.1 The Supplier shall provide an online referral Service through the online portal whereby Contracting Authorities authorised representatives ("Referring Managers") shall electronically refer Contracting Authorities Personnel to the Services, unless agreed otherwise at the Call Off stage.

3.3.2 The Supplier shall provide alternative methods of referral access to the online portal, including telephone referrals and the provision of paper based referral, where Contracting Authorities do not have the necessary IT infrastructure, Data security levels or relevant Personnel do not have IT access. The Supplier shall agree alternative methods of referral with the Contracting Authorities at Call Off stage.

3.3.3 The Supplier shall work with Contracting Authorities to agree the format of telephone referrals and the format of paper based forms where these have been agreed as an alternate method of referral.

3.3.4 The Supplier shall develop with the Contracting Authorities online referral forms and online questionnaires which the Supplier shall 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.

3.3.5 The Supplier shall make adjustments to the referral forms from time to time and as mutually agreed between with Contracting Authorities at the Call Off stage.

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

- Relevant Contracting Authorities Personnel and Referring Manager details;
- Contracting Authorities Personnel consent;
- Details of any Contracting Authorities Personnel engaged in the case;
- Reason for referral and Services requested where known (e.g. attendance management, fitness for work assessments, inoculations);
- Contracting Authorities Personnel job description and their specific role and work patterns;
- Any workplace adjustments which are known to be in place for the Contracting Authorities Personnel;
- Questions relating to the referral. There should be no restriction on the number of questions which can be asked; and
- Supplementary information that may be pertinent to the case.

3.3.7 The Supplier shall ensure that all referrals meet the relevant Contracting Authorities procedures. Such procedures may include:

- In-work referrals for Contracting Authorities Personnel who are not absent from the workplace but who may be experiencing issues in the workplace;
- Day 1 sick absence referral;
- Day 1 sick absence referral for musculoskeletal and mental health issues including stress; and/or
- Day 6 absence referral.

3.3.8 The Supplier shall ensure referrals meet the Contracting Authorities agreed procedures. If the referral does not meet the agreed standards the Supplier shall inform the Referring Manager and direct them to their internal HR guidance.

3.3.9 The Supplier shall, on receipt of the referral:

- Determine the relevant Service required for the Contracting Authorities Personnel;
- Identify returning cases that should be treated as a case review not a new referral;
- Identify alternative methods of resolution such as a case conference;
- Book a face to face consultation for the employee with an occupational health adviser or occupational health physician as appropriate, provided that a clinical assessment via the telephone determines that one is required or as approved in advance by the Contracting Authorities;
- Contact the Contracting Authorities Personnel and/or Referring Manager to arrange a mutually acceptable appointment time;
- Notify the Contracting Authorities Personnel and Referring Manager of the scheduled appointment electronically and/or by telephone;
- Ensure consistency in allocated Supplier Personnel for Contracting Authorities Personnel cases particularly where the case is a review or the case has previously been managed by an occupational health physician;
- Obtain all required consents from the Contracting Authorities Personnel; and
- Pass all details of the referral to the relevant Supplier Personnel to enable delivery of the Services.

3.4 Attendance Management Advice and Assessments

3.4.1 The Supplier shall provide attendance management advice and assessment, where a referral relates to the attendance management of the Contracting Authorities Personnel. The Supplier shall:

- Carry out an initial assessment of the Contracting Authorities Personnel via telephone, unless otherwise agreed with the Contracting Authorities;
- Offer clear advice to the Contracting Authorities Personnel and Referring Manager on what the Contracting Authorities 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 Contracting Authorities 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 or via the telephone support Services and/or e-mail. Such updates should be weekly at a minimum; and
- Maintain accurate records of all appointments and case notes, including updates made to the Referring Manager.

3.4.2 The Supplier shall determine when an assessment should be delivered at the Contracting Authorities Personnel's home, e.g. when the Contracting Authorities Personnel has a disability or medical condition that is so severe that it prevents them from travelling.

3.4.3 The Supplier shall obtain approval in advance from the Contracting Authorities before such home visits take place.

3.4.4 The Supplier shall determine the need for further medical evidence if the Contracting Authorities Personnel's case cannot be progressed without it.

3.4.5 The Supplier shall gain approval from the Contracting Authorities before requesting further medical evidence and shall support the request with relevant evidence confirming its relevance.

3.4.6 The Supplier shall 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.

3.4.7 The Supplier shall provide objective, independent, comprehensive medical advice to the Referring Manager and Contracting Authorities Personnel of the actions and/or measures to resolve the referral, following an assessment including at a minimum:

- Any adjustments recommended under the Equality Act 2010;
- A phased return to work;
- Advice on the prospects of the Contracting Authorities Personnel's return to full capability;
- Advice on underlying medical conditions and identification of any health and safety risks to that Contracting Authorities 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 Contracting Authorities Personnel to further sources of advice.

3.4.8 The Supplier shall provide advice if a Contracting Authorities Personnel has a progressive or terminal illness, and where appropriate, make recommendations to Contracting Authorities on how to support the Contracting Authorities Personnel in the workplace and signpost the Contracting Authorities Personnel to additional sources of information and support.

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

3.4.10 The Supplier shall determine where a Contracting Authorities Personnel requires urgent psychological support. The Supplier shall have a seamless process in place to refer the Contracting Authorities Personnel to immediate support via the Contracting Authorities Employee Assistance Programme supplier or other appropriate services provided the Contracting Authority.

3.4.11 The Supplier shall ensure that Contracting Authorities are notified of a Contracting Authorities Personnel failing to attend appointment within one (1) working day of an appointment being missed.

3.5 Attendance Management Case Reports

3.5.1 The Supplier shall provide Attendance Management case reports to Contracting Authorities where a referral relates to the attendance management of a Contracting Authorities Personnel.

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

3.5.3 The Supplier shall include the following in case reports:

- Medical terms shall be explained;
- A concise summary of the relevant medical issues, including physical and/or mental health problems;
- Assessment of the Contracting Authorities Personnel's fitness for work;

- Advice on the prospects of a Contracting Authorities Personnel's return to full capability (taking the needs of the Contracting Authorities into account);
- Advice relating to lifestyle issues (for example drugs, alcohol, diet and exercise);
- Expected sickness absence levels of the Contracting Authorities Personnel;
- Identification of any work-related health and safety risks impacting the case (including infections);
- Advice on whether the Contracting Authorities Personnel's illness or injury is work-related;
- The Contracting Authorities Personnel's prognosis, rehabilitation plan, advice to support case resolution and to help the Contracting Authorities to manage any unexpected outcome, with an indication of likely timescale for case resolution;
- A note of the discussion between the Contracting Authorities Personnel and Supplier Personnel on what steps the Contracting Authorities Personnel is taking, if any, to improve their circumstances;
- Confirmation of and clinical justification for a further review of the Contracting Authorities Personnel's case where relevant;
- A determination if the Equality Act 2010 is likely to apply, how it is relevant and what adjustments should be considered including the reasons why, and the likely duration that the adjustment will be required for;
- Where the Equality Act 2010 does not apply, a recommendation on what workplace adjustments should be considered, the reasons why and the duration for which they may be required;
- A balanced assessment of Contracting Authorities Personnel perception versus clinical opinion;
- Summary recommendations, supported as required by medical evidence, providing a clear recommendation of any actions that a line manager should take;
- A review of whether ill-health retirement should be considered for the Contracting Authorities Personnel;
- Confirmation that the Contracting Authorities Personnel has been asked that a copy of the case report can be forwarded to their GP and whether this has been consented to;

- The relevant Supplier Personnel's contact details for further clarification on any aspect of the case report;
- Inclusion of GP and/or specialist reports;
- A recommendation if the Contracting Authorities Personnel should be referred to the Employee Assistance Programme services or other services offered by the Contracting Authorities;
- 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 Contracting Authorities;
- A recommendation on the actions needed if the Contracting Authorities 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; and
- A clear indication of likely timescale for case resolution.

- 3.5.4 The Supplier shall also provide support to the Contracting Authorities in the preparation of material required for an employment tribunal or court.
- 3.5.5 The Supplier shall provide Contracting Authorities 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 Personnel responsible for the report shall be available to defend the contents of the report in court.
- 3.5.6 The Supplier shall provide additional and/or clarify information where requested by Contracting Authorities. This shall be considered part of the case report and not additionally charged to Contracting Authorities.
- 3.5.7 The Supplier shall deliver a case report based on information held on file and not based on further assessments of the Contracting Authorities Personnel where requested by Contracting Authorities. Examples of such information on file could be previous occupational health assessments and support provided or further medical evidence reports.
- 3.5.8 The Supplier shall ensure that occupational health advisor telephone consultations are held and reports provided to the Contracting Authorities within four (4) working days of a Contracting Authorities Personnel referral.
- 3.5.9 The Supplier shall ensure that occupational health physician telephone consultations are held and reports provided to the Contracting

Authorities within seven (7) working days of Contracting Authorities Personnel referral.

- 3.5.10 The Supplier shall ensure that occupational health advisor or occupational health physician face to face consultations are held and reports provided within 10 working days of Contracting Authorities Personnel referral (including confirmation of appointment to the Contracting Authorities Personnel and Referring Manager).

3.6 Case Conferences

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

- 3.6.2 The Supplier shall:

- 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, reasonable adjustments required and recommendations and actions required by either the Supplier, Contracting Authorities and/or the Contracting Authorities Personnel; and
- Provide the Contracting Authorities with details of any recommendations made by the Supplier to the Contracting Authorities Personnel and with which the Contracting Authorities Personnel disagrees.

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

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

- 3.6.5 The Supplier shall ensure that ad hoc case conferences take place within 5 working days of request by the Contracting Authorities.

- 3.6.6 The Supplier shall ensure multiple case conference (including collation of referrals) take place within ten (10) working days of request by the Contracting Authorities.

3.7 III-Health Retirement

- 3.7.1 The Supplier shall make recommendations to Contracting Authorities to support them with Ill-Health Retirement cases when requested.
- 3.7.2 The Supplier shall assist the Contracting Authorities to gather and collate medical evidence to support the Medical Advisor to the Principal Civil Service Pension Scheme (PCSPS), ill-health retirement scheme for the NHS or other relevant pension scheme on applications for ill-health retirement.
- 3.7.3 The Supplier shall not make a decision as to whether the Contracting Authorities Personnel qualifies for ill-health retirement.
- 3.7.4 The Supplier shall, on request, provide the Contracting Authorities with an opinion on the likelihood of the Contracting Authorities Personnel meeting the criteria for ill-health retirement to enable the Contracting Authorities to determine if a formal retirement application should be made for the Contracting Authorities Personnel.
- 3.7.5 The Supplier shall provide such opinion, based on a paper review of existing medical evidence provided to the Supplier, or via a further medical examination of the Contracting Authorities Personnel.
- 3.7.6 The Supplier shall provide an electronic report of the opinion to the Contracting Authorities once the Contracting Authorities Personnel consent has been gained.
- 3.7.7 The Supplier shall 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.
- 3.7.8 The Supplier shall provide the Contracting Authorities with a copy of a medical in confidence report which contains a breakdown of known medical information in sealed envelopes to support ill-health retirement requests. The report may also be used to support injury benefit requests and in response to subject access requests.
- 3.7.9 The Supplier shall provide all medical opinion reports to the Contracting Authorities within ten (10) working days of request.

3.8 Pre-Appointment and Pre-Enrolment Check

- 3.8.1 The Supplier shall provide pre-appointment and pre-enrolment checks on behalf of Contracting Authorities.
- 3.8.2 The Supplier shall work with the Contracting Authorities to determine the type and level of medical assessment for Contracting Authorities and/or potential Contracting Authorities Personnel.
- 3.8.3 The Supplier shall:
 - Provide an online assessment Service that will automatically return clearance where the potential Contracting Authorities 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 Contracting Authorities Personnel health status against which to measure future health surveillance tests;
- Where practicable and where requested by the Contracting Authorities, the health surveillance assessment and fitness for task test shall be conducted at the same time;
- Provide mandatory pre-employment substance misuse testing for drugs and alcohol, under the security clearance process required by some Contracting Authorities;
- Advise on any workplace adjustment including the provision of specialist equipment, which may be required in order to support Contracting Authorities Personnel with a pre-existing condition to carry out a role;
- Provide automatic escalation of the case where required;
- Highlight if the Contracting Authorities Personnel is likely to be covered by the Equality Act 2010 and provide clear advice and guidance on any reasonable adjustments to the work environment, required under the Equality Act 2010, taking account of the job specification;
- Provide a report to Contracting Authorities following online screening within twenty four (24) hours of screening;
- Provide an occupational health adviser written opinion following online assessment to the Contracting Authorities within two (2) working days of assessment;
- Provide Contracting Authorities Personnel with a face to face assessment within five (5) working days of request; and
- Provide Contracting Authorities with a written opinion following telephone and face-to-face assessment within two (2) working days of the assessment.

3.9 Workplace Assessments and Adjustments

- 3.9.1 The Supplier shall provide Contracting Authorities with workplace assessments and adjustments where requested the Supplier shall ensure that assessments are appropriate for Contracting Authorities Personnel with a diverse range of conditions (for example, dyspraxia or autism).
- 3.9.2 The Supplier shall ensure the assessments meet the needs of Contracting Authorities Personnel 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.

- 3.9.3 The Supplier shall provide a report to the Contracting Authorities after an assessment listing recommended adjustments.
- 3.9.4 The Supplier shall cooperate with the Contracting Authorities contracted Suppliers regarding the assessment and provision of reasonable adjustments.
- 3.9.5 The Supplier shall assess any existing workplace adjustments to determine if continued use of such provision is acceptable.
- 3.9.6 The Supplier shall 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 Contracting Authorities.

3.10 Dyslexia Assessments

- 3.10.1 The Supplier shall provide dyslexia assessments by specialist dyslexia assessors (including Educational Psychologists) where requested by Contracting Authorities.
- 3.10.2 The Supplier shall provide a report to the Contracting Authorities Personnel and Referring Manager listing any reasonable adjustments to be made, including any learning required and shall make recommendations to the Contracting Authorities Personnel of actions they can take to enable them to do their job more effectively.
- 3.10.3 The Supplier shall carry out the assessment as agreed with Contracting Authorities at the Call Off stage, where Contracting Authorities have requested an urgent dyslexia assessment.

3.11 Specialist Support Services

- 3.11.1 The Supplier shall provide specialist support Services to include the following for Contracting Authorities Personnel experiencing hearing and sight loss or dyslexia:
- Telephone advice line for Referring Managers;
 - Specialist advice for Referring Managers via case conferences;
 - Training and/or specialist support for both the Contracting Authorities Personnel and line manager to enable implementation of the recommendations listed in an assessment report; and
 - Additional reports or further information in relation to the original assessment should further information be required.

3.12 Occupational Therapy Assessment

- 3.12.1 The Supplier shall provide an occupational therapy assessment for Contracting Authorities Personnel where requested for example, where a clinical need has been identified.

- 3.12.2 The Supplier shall work with other Contracting Authorities contracted suppliers engaged in the supply and delivery of the service, including specialist equipment suppliers.
- 3.12.3 The Supplier shall deliver an assessment report to the Contracting Authorities detailing the Contracting Authorities Personnel issues identified, functional abilities, potential adjustments that should be made in the work place for the Contracting Authorities Personnel and a graded rehabilitation programme in accordance with the Equality Act 2010.
- 3.12.4 The Supplier shall carry out a follow-up assessment, to be undertaken by an occupational therapist, on request of the Contracting Authorities.
- 3.12.5 The Supplier shall assess whether the recommendations and advice provided in the assessment report have been implemented correctly and assess if further adjustments are required.
- 3.12.6 The Supplier shall confirm to the Contracting Authorities if the Contracting Authorities Personnel has sufficient information to manage their condition and shall confirm that equipment provided has been set up and/or modified appropriately.

3.13 Failure to Attend Appointments Process

- 3.13.1 The Supplier shall remind Contracting Authorities Personnel via telephone, e-mail and/or SMS of booked appointments. The Supplier shall send a reminder to Contracting Authorities Personnel at least forty-eight (48) and twenty-four (24) hours before any appointment is due.
- 3.13.2 The Supplier shall inform the Referring Manager of all missed appointments, including repeated failures to attend. If the Contracting Authorities Personnel does not attend three appointments the Supplier shall work with the Contracting Authorities to address why the Contracting Authorities Personnel has been unable to attend an appointment and seek to resolve the issue.
- 3.13.3 The Supplier shall identify and report on all missed appointments and work with Contracting Authorities to propose, implement and track ways of reducing the number of missed appointments.

3.14 Education and Awareness Programmes

- 3.14.1 The Supplier shall deliver a programme of education and support to Contracting Authorities Personnel in relation to the Services.
- 3.14.2 The Supplier shall agree the content and delivery of such programmes in advance with the Contracting Authorities.
- 3.14.3 The Supplier shall ensure that all health promotion materials reflect that of wider government health policy published by the Department of Health and Public Health England and reflect clinical best practice.
- 3.14.4 The Supplier shall include relevant material in their programme which is provided by Contracting Authorities, such as policy changes. The

content of any programme shall be based on material readily available by the Supplier and tailored where required for the Contracting Authorities.

- 3.14.5 The Supplier shall ensure that the programme coincide with all national and local health strategies and awareness campaigns.
- 3.14.6 The Supplier shall deliver the programmes using a variety of communication methods, including posters, leaflets, audio, web-based, workshop, seminars and televisual and shall tailor programmes to meet the needs of the Contracting Authorities.
- 3.14.7 The Supplier shall ensure subject areas cover general health and wellbeing including, but limited to:
- Mental health;
 - Musculoskeletal health;
 - Healthy lifestyle;
 - Stress management;
 - 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.

3.15 Publicity and Promotion

- 3.15.1 The Supplier shall provide Contracting Authorities with publicity and promotion materials where requested.
- 3.15.2 The Supplier shall work with the Contracting Authorities to agree a series of on-going publicity and general promotional material and initiatives throughout the term of a Call Off contract to highlight awareness of the Services.
- 3.15.3 The Supplier shall use a range of delivery methods including but not limited to:
- Webcasts;
 - Telephone broadcasts; and
 - Aide memoires.
- 3.15.4 The Supplier shall ensure that any material provided shall be agreed in advance by the Contracting Authorities and contain branding specific to the Contracting Authorities if required.
- 3.15.5 The Supplier shall ensure that such promotion and awareness shall

include at a minimum:

- The role of the occupational health Service, the purpose of referrals, what to expect and what not to expect;
- Guidance for managers on completing the referral forms e.g. checklist, examples of best practice; and
- How Contracting Authorities Personnel can make the most effective use of the Service.

3.16 Premises and Access to Services

- 3.16.1 The Supplier shall ensure when delivering Services on the Contracting Authorities premises that the accommodation is suitable for the Services.
- 3.16.2 The Supplier shall agree with Contracting Authorities any equipment required for the delivery of on-site Services.
- 3.16.3 Where the Supplier shall be responsible for the provision of such equipment and the Supplier shall provide the Contracting Authorities with all requirements of the premises in order that the equipment can be correctly installed and maintained.
- 3.16.4 The Supplier should note that the availability of WIFI may be inconsistent across the Contracting Authorities' premises.
- 3.16.5 The Supplier shall ensure that access to premises is requested from Contracting Authorities in advance of Services being performed so as to allow for any additional security clearance, which may be required.
- 3.16.6 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 Contracting Authorities Personnel based in remote locations, travel clinics or where the Contracting Authorities are unable to provide suitable accommodation.
- 3.16.7 The Supplier shall ensure that face-to-face Services which are required away from the Contracting Authorities normal place of work, are conducted on premises that are appropriate, safe and offer adequate levels of privacy for Contracting Authorities Personnel.
- 3.16.8 The Supplier shall ensure that appointments take place in suitable Supplier premises within a reasonable travelling distance of the Contracting Authorities Personnel's home, but no more than one hour's travelling distance by public transport, from the Contracting Authorities Personnel's office location.
- 3.16.9 The Supplier shall ensure, if requested by the Contracting Authorities Personnel, Supplier Personnel of the same gender shall carry out the consultation.

- 3.16.10 The Supplier shall ensure that there are sufficient, adequately equipped premises to provide Services to disabled Contracting Authorities Personnel, including disabled parking.

3.17 Service Implementation

- 3.17.1 The Supplier shall provide implementation support for Contracting Authorities at Call Off stage, which shall include as a minimum but not limited to:
- A detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities and dependencies;
 - Work with Contracting Authorities to set up systems and processes to support the delivery of the Services;
 - Work with the Contracting Authorities 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 Contracting Authorities 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, 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 a Call Off contract.
- 3.17.2 The Supplier shall provide Contracting Authorities 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 Contracting Authorities.
- 3.17.3 The Supplier shall ensure that where Contracting Authorities have separate contracted provision for employee assistance programmes, the Supplier shall work with other Contracting Authorities contracted Suppliers to deliver a seamless and joined up approach across the Service.
- 3.17.4 The Supplier shall establish a project team, which is responsible for the implementation of the Services.
- 3.17.5 The Supplier shall appoint a project manager with relevant experience of implementing a project of similar size and complexity.
- 3.17.6 The Supplier project manager shall report to Contracting Authorities on all aspects of implementation.

3.18 Diversity and Inclusion

- 3.18.1 The Supplier shall ensure Services comply with all discrimination legislation, including the Equality Act 2010 and Gender Recognition Act 2004.

- 3.18.2 The Supplier shall ensure Supplier Personnel are trained in such legislation as necessary for the provision of the Services. The delivery of Services shall be accessible to Contracting Authorities Personnel users, and shall include as a minimum:
- Provision of written reports in alternative formats where required or upon request of the Contracting Authorities Personnel;
 - Telephone services to support Contracting Authorities Personnel with hearing or speech difficulties;
 - Services for Contracting Authorities 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.
- 3.18.3 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 Safe Effective Quality Occupational Health Service (SEQOHS) accredited or be signed up to the SEQOHS accreditation pathway.
- 4.1.2 The Supplier shall act in compliance with Health and Safety Executive (HSE) guidance in the delivery of the Services.
- 4.1.3 The Supplier shall ensure that all Service delivery adheres to recognised public health initiatives and best practices including, but not limited to:
- NICE Workplace Guidance; and
 - Public Health Responsibility Deal.
- 4.1.4 The Supplier shall ensure that the delivery of Services remains current with all changes to published public health initiatives and will update the Contracting Authorities how any changes will be applied to and/or impact the delivery of the Services.
- 4.1.5 The Supplier shall work with Contracting Authorities to embed the pledges of the Public Health Responsibility Deal (“Deal”) within the Services. The “Deal” is a framework designed to improve the health and wellbeing of the population through their experience at work.

4.2 Security

- 4.2.1 The Supplier shall ensure that the implementation of security controls and how they shall comply to CESH 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 CESH approved provider. Further information on CESH penetration testing can be found at:

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

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

- 4.2.4 The Supplier shall ensure that Contracting Authorities 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 Contracting Authorities' 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 Contracting Authorities' requirements.

- 4.2.6 The Supplier shall ensure that any suspected or actual security breaches are reported to Contracting Authorities 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 Contracting Authorities' 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 Contracting Authorities for any additional standards and/or security compliance applicable to a Call Off contract, unless otherwise agreed in advance by Contracting Authorities.

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 users of the Services; and
- Reports produced for Contracting Authorities Personnel can be disclosed to that Contracting Authorities 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 any Contracting Authorities.

5.3 Qualifications

5.3.1 The Supplier shall ensure that Supplier Personnel delivering the Services shall have the following qualifications:

- Clinical staff shall be registered with the relevant regulatory Authority and shall have annual verification of GMC, NMC, HCPC certification;
- Consultant occupational health physicians shall 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 shall be an Associate of the Faculty of Occupational Medicine (AFOM) and shall hold as a minimum a Diploma in Occupational Medicine (DOccMed). Such Supplier Personnel shall have access to consultant occupational health physicians in order to consult on complex or specialist cases;

- Occupational health advisors shall be a Registered Nurse (RN) with the Nursing Midwifery Council (NMC) and shall 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);
- HAVS screening shall be carried out by Supplier Personnel who are trained practitioners to the NHS Career framework Level 3 standard (OH Support Worker Level 2);
- All Supplier Personnel who provide immunisation, screening, and/or surveillance Services shall 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 Personnel who deliver health surveillance Services shall be competent in the management of Health and Safety at Work Regulations 1999 Section 7 and shall operate to clinical protocols;
- Occupational therapists shall hold a BSc (Hons) in Occupational Therapy or a Masters Degree or Advanced Postgraduate qualification in Occupational Therapy. They shall also be registered with the Health and Care Professions Council (HCPC) and shall hold membership of the British Association of Occupational Therapists; and
- Physiotherapists shall have a BSc in Physiotherapy and shall hold professional registration with the Health and Care Professions Council (HCPC).

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 Authorities processes and policies as provided by the Contracting Authorities;
 - Be trained in the Supplier's processes, procedures and policies, including those which have been agreed between the Supplier and the Contracting Authorities;
 - 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 Contracting Authorities 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 Contracting Authorities.

5.5 Supplier Personnel Specialist Requirements

5.5.1 On request, Suppliers shall provide Supplier Personnel with relevant specialist knowledge, skills, experience and training to operate in specialist environments, such as:

- Specialist knowledge of chemical and biological incidents;
- Physical resilience when working in rough terrain;
- Experience of heavy manual handling;
- Knowledge of specialist equipment which shall be notified by the Contracting Authorities;
- Training in the use of specialist personal protective equipment; and/or
- Knowledge and/or qualified to work with a fitted respirator.

5.5.2 The Supplier shall allow the Contracting Authorities to interview and approve Supplier Personnel who shall be permanently based on Contracting Authorities premises delivering the Services.

5.6 Vetting

5.6.1 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>.

5.6.2 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.

5.6.3 The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any additional security requirements specified by Contracting Authorities at the Call Off stage.

- 5.6.4 The Supplier shall provide details of its Supplier Personnel security procedures to Contracting Authorities.

5.7 Supply Chain Management

- 5.7.1 This paragraph describes the supply chain mandatory requirements the Supplier shall comply with throughout the Framework Agreement, and the term of any Contracting Authorities Call Off contracts. This is in addition to the obligations set out in Framework Clause 25.
- 5.7.2 The Supplier shall note 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 Contractors 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.
- 5.7.3 The Supplier shall proactively encourage SME's to become part of their supply chain to support the Governments SME agenda.
- 5.7.4 The Supplier shall ensure that they exercise due skill and care in the appointment and selection of any Sub Contractors (including associates/partners).
- 5.7.5 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 Framework Agreement Schedule 2.
- 5.7.6 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.
- 5.7.7 The Supplier shall formalise relationships with Sub Contractors and manage any Sub Contractors in accordance with Industry Good Practice.

6 MANDATORY REQUIREMENTS: FRAMEWORK MANAGEMENT

6.1 Framework Management

- 6.1.1 The Supplier shall comply with Framework Schedule 8 (Framework Management) and the Key Performance Indicators as set out in Framework Schedule 2, Part B (Key Performance Indicators) throughout the duration of the Framework Agreement.

7 MANDATORY REQUIREMENTS: CONTRACTING AUTHORITIES CONTRACT MANAGEMENT AND MANAGEMENT INFORMATION

7.1 Call Off Contract Management

- 7.1.1 The Supplier shall provide a suitably qualified Call Off contract manager within five (5) working days of the Call Off contract Commencement date, provide Contracting Authorities with the name and contact details (including the telephone number and email address) of the 'Call Off contract' manager.
- 7.1.2 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.
- 7.1.3 The Supplier shall communicate any change in the 'Call Off contract' manager to Contracting Authorities; no less than one (1) month in advance of any planned change.
- 7.1.4 The Supplier shall participate in face to face meetings at no additional cost to Contracting Authorities
- 7.1.5 The Supplier shall promote, deliver and communicate transparency of pricing and savings when requested by Contracting Authorities.
- 7.1.6 The Supplier Call Off contract manager shall be the primary contact between the Supplier and the Contracting Authorities. The Supplier Call Off contract manager shall be responsible for managing the relationship with the Contracting Authorities, which shall 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 contract review meetings at the frequency determined by the Contracting Authorities;
 - 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.
- 7.1.7 The Supplier shall provide contact details of Supplier Personnel responsible for managing the Call Off contract where the Call Off contract manager is not available.
- 7.1.8 The Supplier Call Off contract manager shall escalate any issues that cannot be resolved between Contracting Authorities and the Supplier to the Authority.

7.1.9 The Supplier shall provide the Contracting Authorities with a quarterly report, listing as a minimum:

- External market trends, including analysis of how the Contracting Authorities 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.

7.2 Service Levels and Service Credits

7.2.1 The Supplier and Contracting Authorities shall agree Service Levels, Service Credits and Performance Monitoring at the Call Off stage.

7.2.2 Annex 3 (Service Levels and Services Credits) of this Framework Schedule 2 which is for information only, provides baseline Service Levels that Contracting Authorities may implement at the Call Off stage.

7.2.3 Where this 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'.

7.3 Clinical Governance and Performance Monitoring

7.3.1 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 applied to complete the review, the sampling techniques applied, details of any issues identified and remedial action to be taken.

7.3.2 The Supplier shall make the results available to the Authority and the Contracting Authorities.

7.3.3 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;
- The maintenance and secure storage of medical records;
- Supplier Personnel are professionally accredited in order to provide the Services;
- The Supplier is compliant with SEQOHS standards;

- Supplier Personnel 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.

7.3.4 The Supplier shall work with the relevant Contracting Authorities 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.

7.4 Measuring Service Impact and Outcomes

7.4.1 The Supplier shall use published, recognised methodologies, where available and agreed in advance with the Contracting Authorities, 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:

- Contracting Authorities Personnel engagement with the Contracting Authority as an employer;
- Contracting Authorities Personnel perception of their own health and wellbeing;
- Contracting Authorities Personnel perception of their own stress and anxiety levels;
- Contracting Authorities Personnel perception of their own levels of resilience; and
- Contracting Authorities Personnel perception of presenteeism (the extent Contracting Authorities Personnel work when sick or feel obliged to work when sick) and productivity.

7.4.2 The Supplier shall also measure the impact of the Services on:

- Reducing Average Working Days Lost (AWDL);
- Interventions put in place for disabled Contracting Authorities Personnel;
- Interventions relating to each type of Contracting Authorities Personnel absence;
- Support for Contracting Authorities Personnel remaining in the workplace; and
- Support for Contracting Authorities Personnel returning to work and whether they have remained in the workplace for a sustained period of time;

- 7.4.3 The Supplier shall undertake satisfaction surveys of the Services and shall aim to get a 50% response from Contracting Authorities Personnel.
- 7.4.4 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 Contracting Authorities employee surveys, which will be shared with the Supplier.
- 7.4.5 The Supplier shall design and provide such surveys to Contracting Authorities upon request at no additional charge.
- 7.4.6 The Supplier shall provide Contracting Authorities with survey results, including recommendations for Service improvements, identifying changes to Services where Contracting Authorities Personnel satisfaction has not met Contract Authorities agreed targeted results.
- 7.4.7 The Supplier shall agree the content of Contracting Authorities Personnel satisfaction surveys in advance with the Contracting Authorities, including the target measures to be achieved.

7.5 Strategy, Policy and Guidance

- 7.5.1 The Supplier shall be conversant with all current, proposed and new legislation pertinent to the Services provided.
- 7.5.2 The Supplier shall provide the Contracting Authorities 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.
- 7.5.3 The Supplier shall also ensure that the Contracting Authorities are aware of any national medical issues including pandemics.
- 7.5.4 The Supplier shall work with the Contracting Authorities and provide policy and strategy guidance and advice. This shall include a review of internal policies and sharing best practice from across employment sectors and reviewing policies in line with current legislation.
- 7.5.5 The Supplier shall work with Contracting Authorities to understand any policy changes, which may impact on Service delivery.
- 7.5.6 The Supplier shall:
- Undertake periodic analysis of the Contracting Authorities absence Data, case information and trends;
 - Determine the most appropriate methods of Data collection and related protocols;
 - Undertake comprehensive analysis of the Data at business level, occupational group and demographic groups to identify trends, hotspots, best practice and areas for concern;

- Undertake regular benchmarking of absence and trend across employment sectors; and
 - Provide recommendations using the Data analysis to highlight potential for Service improvements and mechanisms to reduce absence levels.
- 7.5.7 The Supplier shall 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.
- 7.5.8 The Supplier shall work with Contracting Authorities to determine what preventative solutions can be implemented to address organisational attendance issues. This shall include sharing patterns of absence or absence type, trends, hotspots and examples of best practice.

7.6 Complaints Process

- 7.6.1 The Supplier shall ensure that any issues raised directly by Contracting Authorities Personnel are dealt with as a matter of priority.
- 7.6.2 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:
- Contracting Authorities Personnel complaints relating to delays in booking appointments for Services;
 - Contracting Authorities Personnel complaints relating to the availability of receiving the Services;
 - Contracting Authorities Personnel complaints relating to any sharing of patient Data;
 - Contracting Authorities Personnel complaints in relation to the quality of Services received;
 - Contracting Authorities Personnel complaints in relation to Services not meeting specific needs of individuals e.g. facilities for disabled Contracting Authorities Personnel;
 - Contracting Authorities complaints relating to failure of Service Levels; and
 - Contracting Authorities complaints in relation to invoicing and billing.
- 7.6.3 The Supplier shall acknowledge complaints made by Contracting Authorities 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 Contracting Authorities at intervals of two (2) working days, until a satisfactory resolution has been agreed which is mutually acceptable to both parties.

- 7.6.4 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 Contracting Authorities.
- 7.6.5 The Supplier shall provide Contracting Authorities with one consolidated report (per month) for the duration of any Call Off contract, capturing all complaints detailed by Contracting Authorities Personnel and the Contracting Authorities. 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.
- 7.6.6 The Supplier shall provide the Contracting Authorities with a copy of the documents complaints process.

7.7 Contracting Authorities Management Information (MI)

- 7.7.1 The Supplier shall provide the following management information, as a minimum, to Contracting Authorities, unless otherwise agreed at Call Off stage.
- 7.7.2 The Contracting Authorities 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.
- 7.7.3 The Supplier shall ensure Contracting Authorities Personnel anonymity and confidentiality in the delivery and content of all management information.
- 7.7.4 The Supplier shall provide the management information broken down as specified by the Contracting Authorities, but at a minimum this shall be at organisation, agency, business unit level and by geographical location.
- 7.7.5 Contracting Authorities may request a reasonable number of ad-hoc management information reports. The Supplier shall provide such management information reports at no additional Charge.
- 7.7.6 Contracting Authorities 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). Contracting Authorities will supply these figures at organisational, departmental and agency level where available. Contracting Authorities 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.

7.8 Contracting Authorities Monthly Management Information

- 7.8.1 The Supplier shall provide the following **monthly** management information to Contracting Authorities unless otherwise agreed at Call Off stage and shall include a demographic (gender, ethnicity, age and disability) breakdown of Service usage:

7.8.2 General

- Monthly and cumulative Contract Year to date Charges for the Services, including any pass through or additionally agreed Charges;
- Consolidated Contracting Authorities Personnel complaints report;
- Performance against agreed Service Level Performance Measures;
- Results of Contracting Authorities Personnel satisfaction surveys; and
- Identification of any risks identified with the delivery of the Services including mitigating actions to manage the risks going forward.

7.8.3 Helpdesks

- Numbers of telephone enquiries received;
- Numbers of email enquiries received; and
- Numbers of calls to helplines, categorised by type e.g. Manager, Nursing.

7.8.4 Pre-employment checks

- Number of online assessments completed; and
- Number of occupational health adviser assessments completed.

7.8.5 Attendance Management

- Total number of Contracting Authorities Personnel referrals;
- Referral by type – telephone, electronic, face to face, paper based;
- Referral by category of illness / condition / medical category / service. The categories shall be standardised in agreement with the Supplier, but shall include musculoskeletal, mental health, work related stress, surveillance and pre-employment at a minimum;
- Management referral activity by clinical disease codes (ICD10);
- Number of occupational health visits undertaken, categorised by type such as workplace and home;
- A breakdown of referrals categorised by new referrals (including time from referral to first appointment), closed referrals (including how long the referral lasted), in progress referrals categorised by time slots of ten days and type (standard, complex, further medical evidence required etc.) number of referrals not yet processed (including the age of such referrals by the number of days);
- Number of occupational health advisor and occupational health physician appointments;
- Number of appointments cancelled by the Supplier;
- Number of the appointments cancelled by the Contracting Authorities

- Number of Contracting Authorities Personnel referred with absence less than 21 days;
- Number of Contracting Authorities Personnel referred with absence of more than 21 days;
- Number of in-work referrals and further information requests;
- Number of cases related to equality legislation;
- Number of re-referrals and further information requests;
- Number of reports returned to the Supplier for revision and amendments including time taken to produce the amended report;
- Type of recommendation and/or outcome for referrals i.e. return to work, reasonable adjustment, medical retirement, medical termination;
- Number of further medical evidence requests and by type; and
- Analysis of Contracting Authorities Personnel who did not attend appointments.

7.8.6 Case Conferences

- Number of case conferences held between the Supplier and the Contracting Authorities.

7.8.7 Surveillance

- Number and type of surveillance referrals;
- Number of RIDDOR reportable occupational diseases reported; and
- Number of questionnaires sent and received categorised by type e.g. health assessment questionnaires (HAQs) etc.

7.8.8 Immunisations, Vaccinations, Inoculations, Medications & Blood Tests

- Numbers and types of each treatment given for inoculations, vaccinations, medications and blood tests.

7.8.9 Assessments for Contracting Authorities Personnel Covered by the Equality Act 2010

- Number of workstation assessments;
- Number of workplace assessments;
- Numbers of assessments relating to hearing loss; and
- Number of assessments relating to sight loss.

7.8.10 Other Services

- Number of dyslexia assessments undertaken;
- Number of referrals to the dyslexia support service;
- Number of health screenings delivered;
- Health screening results by demographic;
- Number of face to face physiotherapy sessions; and
- Number of telephone based physiotherapy sessions.

7.9 Contracting Authorities Quarterly Management Information

7.9.1 The Supplier shall provide the following **quarterly** management information. The content and scope of reports shall be defined by Contracting Authorities and shall include a demographic (gender, ethnicity, age and disability) breakdown of Service usage:

- An executive summary outlining usage of the Services by Contracting Authorities 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 Framework;
- The benefits and added value the Services are providing, specifically stating what benefit the Supplier has brought to the Services both for the Contracting Authorities Personnel and commercially;
- Summary by Call-Off contract of Contracting Authorities Personnel satisfaction surveys, which shall track the Contracting Authorities Personnel journey from referral to resolution and identify where the Services are not meeting expected standards and plans to address these;
- Summary of Contracting Authorities Personnel complaints and identification of any trends resulting from these with a proposed service improvement plan to be agreed between the parties;
- Number of planned and executed policy and other occupational health workshops, listed by department;
- Trend analysis of Service usage including suggested actions and service improvements, with proposed times and costs for implementation;
- Service hotspots in Contracting Authorities, 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 occupational health market including mental health, musculoskeletal and healthy lifestyle.

ANNEX 1 – GLOSSARY

Call Off Contract Manager	means the Supplier's Contract Manager appointed to manager Contracting Authorities Contract
Contracting Authorities Personnel	means all employees including volunteers and managers working in the Contracting Authorities (including agencies, Non-Departmental Public Bodies (NDPB's) and Arms Length Bodies (ALB's)) 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.
Referring Manager	authorised representatives of the Contracting Authorities for example a line manager.
Supplier Personnel	means the Personnel of the Supplier with whom the Contracting Authorities have entered into a Call Off contract
Service Level Agreements (SLA's)	means the Contracting Authorities specified Service Level Agreements linked to specific functions which the Supplier is required to undertake as part of the Contract.
Treatments	immunisations, vaccinations, inoculations, blood tests and/or medications (together called "Treatments")
Public and Bank Holidays	means all Public and Bank Holidays which are detailed in the link below: https://www.gov.uk/bank-holidays

ANNEX 2- Job roles and duties undertaken by Contracting Authorities Personnel

The duties undertaken by Contracting Authorities Personnel are multiple and varied, including but not restricted to:

- 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 Call Off Schedule 6 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 Goods and/or 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 Call Off Schedule 6; 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 Call Off Schedule 6 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 Call Off Schedule 6, 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 Call Off Schedule 6:
 - 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 Call Off Schedule 6 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.

ANNEX 1 TO PART A: SERVICE LEVELS AND SERVICE CREDITS TABLE

BASELINE SERVICE LEVELS FOR OCCUPATIONAL HEALTH SERVICES:

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level – Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
Online Portal	<p>Online Portal to be available fifty two (52) weeks a year, Monday to Friday 08:00 to 18:00, excluding Public and Bank Holidays, except for agreed downtime and maintenance which will be agreed with the Contracting Authorities at least seventy two (72) hours in advance of such work being carried.</p> <p>Note: Some Contracting Authorities may require Services provided outside of these core hours and this will be agreed at Call Off contract</p>	<98%	>= 98% and < 100%	100%	2%	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 (%)	
Telephone Support Services	All telephone support line Services to be available Monday to Friday 08:00 to 18:00, fifty-two (52) weeks a year (or as defined by the Contracting Authorities) excluding public and bank holidays.	< 98%	>= 98% and < 100%	100%	2%	Critical Service Level
	Occupational Health Physicians and Occupational Health Advisors to be available Monday to Friday 08:00 to 18:00, fifty two (52) weeks a year (or as defined by the Contracting Authorities) excluding public and bank holidays	< 98%	>= 98% and < 100%	100%	2%	Critical Service Level
	All calls to be answered within five (5) rings	< 97%	>= 97% and < 98%	>= 98%		

		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 telephone messages and emails to be responded to within 24 hours	<97%	>= 98% and < 98%	>= 98%		
Case Management	Occupational Health Advisor or Occupational Health Physician face to face consultation to be held and report to be provided within 10 working days of Contracting Authorities Personnel referral (including confirmation of appointment to the employee and line manager)	<97%	>= 97% and < 99%	>= 99%	1%	
	Occupational Health Advisor telephone consultation to be held and report to be delivered within four (4) working days of Contracting	<98%	>= 98% and < 100%	100%	1%	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
	Authorities Personnel referral					
	Occupational Health Physician telephone consultation to be held and report to be delivered within seven (7) working days of Contracting Authorities Personnel referral	<98%	>= 98% and < 100%	100%	1%	
	All written case reports to be right first time (with correct level of information and details)	<98%	>= 98% and < 100%	100%		
	Notification to the Contracting Authorities of an employee failing to attend appointment within one (1) working day of appointment being missed.	<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 (%)	
	On-site Occupational Health professionals to be available at the times agreed, including scheduled replacement Supplier Personnel.	<100%		100%		
	File opinion to be delivered to the Contracting Authorities within five (5) working days on receipt of request.	<98%	>= 98% and < 100%	100%		
Ill Health retirements	Medical opinion to support ill health retirement applications to be delivered within ten (10) working days of request	<97%	>= 97% and < 100%	100%	1%	
Pre-Appointment and Pre-Enrolment Checks	Delivery of report to Contracting Authorities following online screening within twenty four (24) hours	<97%	>= 97% and < 99%	>= 99%	1%	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
	Occupational Health Adviser written opinion following online assessment to be delivered to the Contracting Authorities within two (2) working days	<98%	>= 98% and < 100%	100%	1%	
	Telephone assessment of Contracting Authorities Personnel within three (3) working days of request.	<95%	>= 95% and < 99%	>=99%		
	Face to face Contracting Authorities Personnel assessment within five (5) working days of request.	<95%	>= 95% and < 99%	>=99%		
	Written opinion following telephone and face-to-face assessment to be received by Contracting Authorities within two (2) working	<95%	>= 95% and < 99%	>=99%	1%	

		Service Level Performance Measure				
Service Level Performance Criterion	Description	Service Level– Fail RED	Service Level – Warning AMBER	Service Level – Pass GREEN	Service Credit Payable (%)	
	days of the assessment.					
Complaints	All customer Complaints to be acknowledged within one (1) Working Day of receipt	< 97%	> = 97% and < 99%	> = 99%		
	Customer complaints to be resolved within ten (10) working days	< 97%	> = 97% and < 99%	> = 99%		
Customer Satisfaction	All customer satisfaction surveys to meet agreed target measures	< 90%	> = 90% and < 95%	> = 95%		
Customer Satisfaction	Customer satisfaction of Suppliers approach to working collaboratively	<100%		100%		
Contract Management	Account management support responses to queries from the Contracting Authorities within one (1) Working Day	< 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 (%)	
Management Information	Management Information delivered at agreed periods with Contracting Authorities (defined at Call Off stage)	<100%		100%		

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 Call Off Contract Schedule 6 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.

“Amber Service Level Performance Measure”	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 Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
“Critical Service Level”	shall be those Service Level Performance Criteria identified as critical service levels in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);

“Critical Service Level Failure”	means a failure to meet a Red Service Level Performance Measure for a Critical Service Level;
“Green Service Level Performance Measure”	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 Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
“Red Service Level Performance Measure”	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 Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Level Failure"	has the meaning given to it in paragraph 4.2 to Part A of Call Off Schedule 6;
“Service Level Performance Criteria”	the performance criteria for achieving the Service Levels shown in Annex 1 to Part A of Call Off Schedule 6;
“Service Level Performance Measure”	A Red Service Level Performance Measure, an Amber Service Level Performance Measure or a Green Service Level Performance Measure;