



The City of Edinburgh Council

Specification

**Mini Competition for Occupational Health Services utilising
Crown Commercial Services Framework Agreement
Ref: RM6182**

COUNCIL REF: CT0939

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1. Requirements

Your organisation is invited to submit a Tender for the provision of the following services.

An off-site Occupational Health Service (OHS) and Employee Assistance Programme (EAP) delivered at the Service Provider's premises which should be based within the City of Edinburgh Council (the "Council") boundaries. This service will include:

- Management Referrals from the Council;
- Attendance Management Advice and Assessments;
- Attendance Management Reports;
- Case Conferences;
- Ill Health Retirement Assessments and Reports;
- Pre-Appointment Checks;
- Fitness for Task Assessments including Physiotherapy and DSE Assessments;
- Health Surveillance Assessments;
- Workplace Assessments and Adjustments and;
- A Full EAP Service inclusive of up to six face to face or telephone/ video counselling sessions per person, per year (Inclusive Employee Headcount Model) is required.

The Council recognises that some absence due to sickness is inevitable and is committed to supporting employees in a consistent, fair and sympathetic way whilst ensuring management of absence in line with policies and procedures.

The Council's focus is on preventing ill health and alleviating its impact whenever possible. Assisting employees to access comprehensive support in place via the appointed OHS provider is a key part of this process.

The Council requires a people-centred approach. All interactions between employees and the OHS provider should have this methodology at the core of service provision.

While the Occupational Health provider acts for the Council it is essential that employees also feel listened to. Outcomes recommended should be in line with relevant Human Resources legislation and Health & Safety Executive best practice guidance.

2. Council Service Area Responsibilities and Context

The Council has several departments responsible for different aspects of service provision across the city. These are summarised below;

Education and Children's Services: services include early years, primary secondary and additional needs schools, outdoor education, community services, criminal justice and social work services for children and young people.

Corporate Services: Finance & Procurement, Legal & Assurance Human Resources, Customer and Digital, Communications, Strategy & Insight and Policy.

Edinburgh Health and Social Care Partnership: services include care for older people in their own homes and residential care, Older People and Disability Services, Community Health Partnership, Royal Edinburgh and Associated Services, 24 hour emergency service for people in need of help and advice and assistance on Welfare Rights and Criminal Justice Services.

Place: services include Housing and Regeneration, Environment, Community Safety, Street Cleaning and Waste Services, Libraries, Licensing, Transport, Property Services, Facilities Management, Catering, Cleaning, Planning and Building Standards and Culture venues.

Work Processes

The types of work processes operated within the Council include, but are not limited to:

- Desk associated work, both seated and standing.
- Customer and client facing work, with risk of exposure to violent situations, conflict, distressed clients, child and vulnerable adult protection issues.
- Contact Centre operations.
- Teaching.
- Social work.
- Personal care of vulnerable clients.
- Client home visits.
- Physical work, including manual handling, lifting and operation of machinery.
- Outdoor work, in all seasons.
- Driving.
- Staff members working or encountering hazardous substances or risk of infection.
- Shift and residential workers.
- There is a proposed change to working from home/hybrid working and this will have an impact on desk associated work in an uncontrolled environment i.e. individuals not using Council provided equipment.

Current Headcount

Approximately 19,695

Sickness Absence Levels

The Council sickness absence rate is currently 4.6%.

Operating Times.

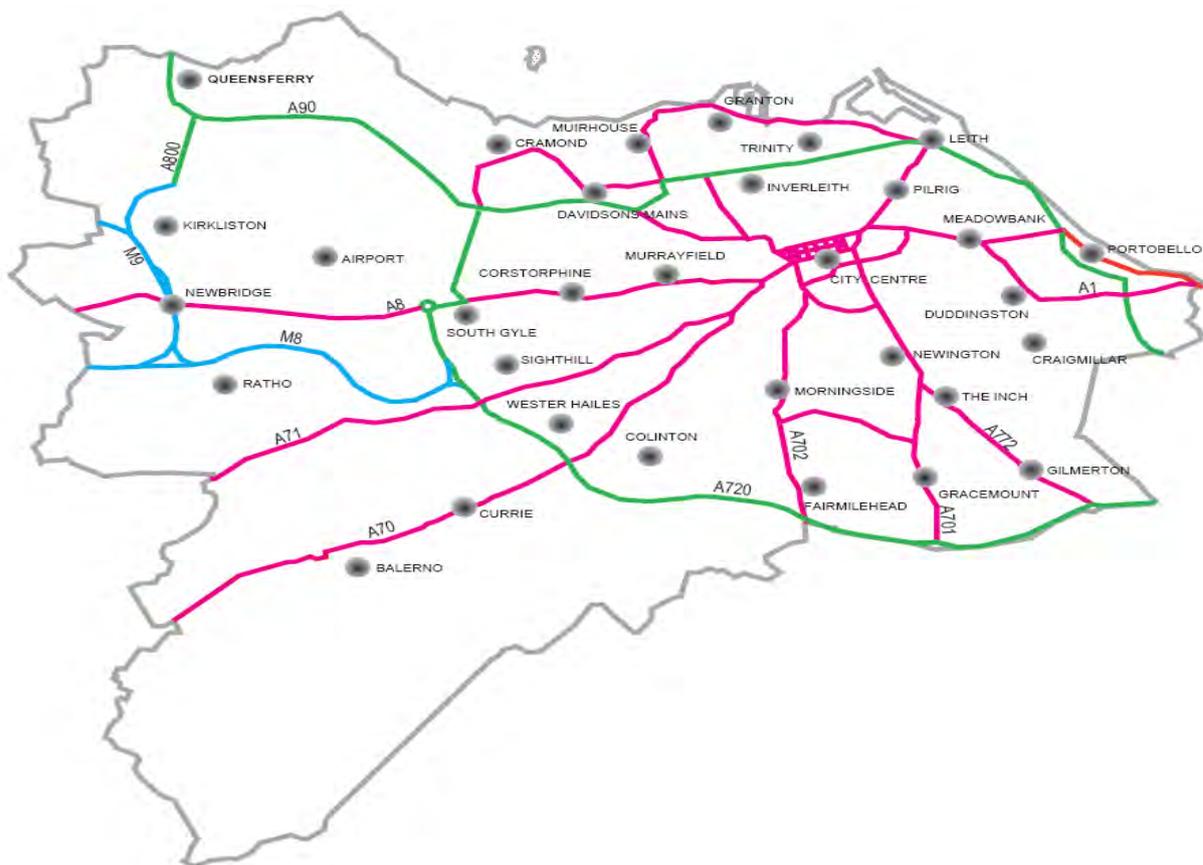
Core operating times for the Council are Monday to Thursday 8.30 to 17.00 and Friday 8.30 – 16.00. Six Public Holidays per year - 25 & 26 December; 1 & 2 January, Good Friday and Easter Monday.

Whilst these are the core hours, we have many employees who work outside these hours and would like you to consider providing appointments outside the core hours for employees who work shifts – e.g. early evening

Locations

Council operations are delivered across approx. 500 properties supporting council services including schools, residential establishments, early years provisions, children and family centres, care homes, day service facilities, theatres, sport and leisure centres, swimming pools, libraries, community centres, corporate offices, crematoria and monuments.

These are located at venues across the City, with the Headquarters being based at East Market Street: -



All additional and specific Council requirements which supplement the generic RM6182 Framework Agreement Specification are listed below.

3. Occupational Health Services (OHS)

Referrals to the service will generally be done by a Manager (or an HR Practitioner by exception) using an electronic medical referral form submitted to the OHS Service Provider's online system/ platform via an approved secure link. In exceptional

circumstances the OHS Service Provider must be able to accommodate the Council using non-electronic methods.

Case conferences will be delivered in general by face to face meeting and telephone/ video call provision as required.

The OHS Service Provider must provide management and HR with an assessment report including information on employees' condition, fitness for work, return to work and advice including but not limited to reasonable adjustments, alternative duties, redeployment etc.

The OHS Service Provider must also provide assessments for retirement on grounds of ill-health in line with the requirements of the relevant pension body.

Any reports by the OHS Service Provider may also be utilised by the Council in defending employment decisions on the basis of ill-health retiral. In addition to Employment Tribunal and Court, the Council has a Personnel Appeals Committee at which reports by the OHS Service Provider may be considered.

The OHS Service Provider will provide an on-line and an offline (paper based) service and medical assessment where necessary.

The Council requires the OHS Service Provider to determine where employees meet the conditions for ill health retirement.

Lothian Pension Fund

Lothian Pension Fund (the Fund) administers the Local Government Pension Scheme for members in Edinburgh and the surrounding area. Referrals to the OHS Service Provider may be made by the Fund where:

- a) a former employee requests early payment of their deferred pension on the grounds of ill health and
- b) a current member makes applications to purchase addition pension

The Fund administrators will make the referral and any subsequent report on the health of the individual will be provided directly to the Fund contact person. Payment for such referrals will be invoiced to "Lothian Pension Fund".

In such cases, the medical practitioner will be required to refer to relevant legislation when making decisions and complete forms supplied by Lothian Pension Fund.

Where a former employee requests early payment of their deferred pension on the grounds of ill-health, the OHS Service Provider will be required to ensure that the medical assessment is undertaken by a suitably qualified medical practitioner who has had no previous involvement with the employee's case.

Separate from the Lothian Pension Fund is The Scottish Teachers' Superannuation Scheme who may refer a teacher seeking early retirement on the grounds of ill health. Such referrals will be facilitated by the Designated Person and the Scheme's Medical Report Form will be provided to the OHS Service Provider for completion by

the Occupational Health Consultant/ Physician. Payment for such referrals will be invoiced to the appropriate Council Service Provider.

Lothian Valuation Joint Board (LVJB)

LVJB is responsible for compiling, maintaining and dealing with appeals for the Electoral Register, Council Tax Valuation List and Valuation Roll.

LVJB colleagues will make the referral and any subsequent report on the health of the individual will be provided directly to the LVJB contact person. Payment for such referrals will be invoiced to Lothian Valuation Joint Board.

4. Employee Assistance Programme (EAP)

The Service Provider shall provide the core requirements which shall include:

- An Online Portal
- Telephone, Triage and Support Services which shall include, but not be limited to:
 - Advice and Support;
 - Bullying and Harassment Support; and
 - Management Support Services;
- Coaching and Counselling Services including Therapeutic Interventions:
 - Case Management.
 - Mediation;
 - Trauma and Critical Incident Support;
 - Interactive Health Kiosks;
 - Policy Guidance and Trend Management;
 - Health and Wellbeing Promotion and Awareness; and
 - Publicity and Promotion.

The above Services shall be available to all colleagues including those working remotely, both in the UK and in postings overseas and/ or travelling overseas; Confidentiality is crucial to the integrity of the Service;

The Service Provider shall ensure that all colleagues are aware of the scope and limitations of patient and client confidentiality, in particular where there is a responsibility to breach the 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 Service Provider shall make the Services available to the following groups, where the Council gives prior instruction and approval, which shall be agreed at Call Off contract stage:

- Volunteers as defined and identified by the Council as being eligible;
- Past Council colleagues with more than two years' service, who have retired through severance, age related, medical or early retirement have authorised access to the Service for three months following their last day of service;
- Council colleague's family members impacted by the employee's work-related issues, dependencies or abuse (e.g. gambling, alcohol, drugs and debt) as long as the employee is present when the counselling takes place; and

- Council colleagues next of kin / partner in cases of bereavement with prior agreement of the Council.

The Service Provider should provide Council colleagues with access to obtain advice and support for, including but not limited to the following:

- Addiction / dependency / substance abuse;
- Alcoholism;
- Anxiety;
- Bereavement;
- Bullying / harassment / intimidation / discrimination;
- Career / job related stress;
- Care problems related to childcare / eldercare / disability care;
- Covid-19 related
- Debt advice;
- Depression;
- Domestic violence;
- Eating disorders;
- Family / relationship problems;
- Gambling;
- Gender reassignment;
- Health problems;
- Illness of a family member;
- Legal information;
- Lesbian, Gay, Bisexual and Transgender (LGBT+) issues;
- Mental health related issues;
- Matrimonial / domestic settlement problems;
- Performance related problems;
- Post-traumatic stress problems including those arising from an accident at work or work-related incident;
- Redeployment / relocation / redundancy;
- Sexual assault and abuse;
- Stopping smoking
- Stress;
- Support for all parties involved in a formal work-related investigation both during and following the investigation;
- Whistleblowing;
- Workplace restructuring / transformation programmes / departmental change; and
- Workplace trauma.

Exclusions

The Service Provider shall not provide Council colleagues with access to:

- Tax advice;
- Legal advice other than that which is provided to Contracting Authorities Personnel within the context of welfare counselling provided this is restricted to a signposting Service;
- Financial advice on any matter other than debt problems;
- Advice relating to leisure or recreation; and

- Direct provision of medical treatment – Service Providers will instead advise or directly refer (in the case of emergency) to NHS Primary Care.

Mandatory Service Requirements

5. Mandatory Service Requirement 1: Health Surveillance Services

Health surveillance will be required by the Council for the following risks listed where required by H&S legislation including the management of Health and Safety at Work Regulations, COSHH, Working Time regulations etc. The OHS Service Provider will notify the Council's H&S Manager in a timely manner regarding any condition that is notifiable to the HSE under RIDDOR.

In addition to general health surveillance requirements, the OHS Service Provider will also advise and agree with the Council's Health and Safety service a programme for specific health surveillance requirements (to meet specific health and safety legislative requirements). Accordingly, the OHS Service Provider will:

- a) Carry out audiometry/ audiograms. All employees who are identified as being at significant risk from noise will undergo annual audiometric testing. New employees in the same risk category will be carried out as part of pre-employment screening. The OHS Service Provider will ensure that these are undertaken by competent persons, trained in the appropriate technique, under controlled conditions in sound-proof booths;
- b) Carry out lung function testing (spirometry). All employees identified as being at significant risk will undergo annual lung function testing on an annual basis. New employees in the same risk category will be carried out as part of pre-employment screening;
- c) Provide hand/arm vibration (HAVS) monitoring assessments. All employees identified as being at significant risk from hand-arm vibration will undergo routine screening on an annual basis and regular physical examination checks (no less than once a year for vibration exposure at Stage 1 onwards) and advise on individual exposure limits by a qualified and competent person who is familiar with the symptoms. New employees in this risk category will be assessed prior to commencement of employment as part of the pre-employment screening;
- d) Carry out respiratory protection;
- e) Provide monitoring of exposure to Cholinesterase to prevent and/or reduce exposure to cholinesterase-inhibiting compounds;
- f) Undertake any other health surveillance required under the Control of Substances Hazardous to Health Regulations 2002;
- g) Provide written reports on the outcome of such health surveillance programmes to the Council's Health and Safety service within the agreed timescales.
- h) Night worker assessments
- i) Dermatology/skin assessments
- j) Asbestos Health Check and
- k) Baseline health surveillance to be undertaken as part of the pre-employment check, prior to offer of employment.
- l) Display Screen Equipment (DSE assessment)

The Service will be available via management (or HR referral) through the Service Provider's online system/ portal and will be carried out by face to face and telephone/ video call appointments, or by the completion of online forms as required. Management Advice and Assessment Reports will be available following the appointment.

Where periodic reviews are identified (e.g. annual, two yearly, three yearly) then the OHS Service Provider will be required to provide employees and managers with reminders of the due dates for such reviews as well as providing guidance on health surveillance requirements for the Council. Summary results must be provided for each comparably exposed worker groups.

The OHS Service Provider will be required to provide the Council with management information (MI) on health surveillance checks, including the number and service location of referrals and outstanding checks. These reports will be provided at intervals agreed between the OHS Service Provider and the Council, and through the Service Provider's online system/ portal.

PLEASE NOTE THAT RECORDS MUST BE KEPT FOR 40 YEARS.

6. Mandatory Service requirement 2: Physiotherapy

The OHS Service Provider will provide a physiotherapy service in an easily accessible geographical location for the Council and by telephone/ video call appointments as required. The Service will be available via HR or management referral through the Service Provider's online system/ portal.

The OHS Service Provider will recommend physiotherapy where it would be beneficial for the employee and help the employee avoid having to take time off work or return to work if they are already off work.

The OHS Service Provider will use a recognised triage system to prioritise treatment need when allocating appointments and may, with agreement from the referring manager, provide physiotherapy for a maximum of four sessions in the first instance. Any additional sessions must be agreed with the referring manager or HR.

It is not the intention that the provision of physiotherapy treatment for employees replaces NHS provision. The priority would be to advise the employee to see their GP and request physiotherapy. However, in recognition that there are lengthy delays in obtaining NHS treatment the OHS Service Provider may, with manager agreement, provide physiotherapy for a maximum of four sessions in the first instance. Any additional sessions must be agreed with the referring manager or HR.

The OHS Service Provider will be required to provide the Council with management information (MI) on physiotherapy referrals, including the number and service location of referrals, the number of physiotherapy treatments and their impact on absence levels within the workforce in terms of prevention of absence from work and earlier return to work. These reports will be provided at intervals agreed between the OHS Service Provider and the Council.

7. Mandatory Service Requirement 3 - Fitness for Task/Safety Critical Work

This may include but is not restricted to the following:

- Driver medicals including DVLA Grp II medicals, school crossing and forklift truck driver.

The Council may request health assessments or medical examinations to satisfy licensing requirements and occupational health standards. This will require the OHS Service Provider to ensure that appropriate arrangements are developed to take account of new requirements/legislation and to arrange and undertake:

- a) Large Goods Vehicle driver medical examinations to meet large goods vehicle (LGV) licensing requirements, providing completed DVLA reports to the appropriate line manager. LGV/PCV licences are renewable every five years, with medicals required on each renewal after the age of 45. The OHS Service Provider will carry out LGV licence medicals as part of the overall medical assessment sessions rather than specially arranged groups or batches. Managers will contact the OHS Service Provider at least two months before an employee's licence is due for renewal so that an appointment can be made.
- b) School Crossing Patrol Guides health assessments on an annual basis. The OHS Service Provider will assess all prospective and current employees referred by the appropriate manager, arranging appointments within five working days of receiving the referral. The OHS Service Provider will report the outcome of the assessment to the appropriate manager. The health assessment criteria will be agreed with the OHS Service Provider but will involve the following:
 - Eyesight;
 - Mobility;
 - Blood Pressure;
 - Hearing; and
 - Check on Medication.
- c) Forklift Truck Driver - Managers will contact the OHS Service Provider at least two months before an assessment is due so that an appointment can be made. Medical screening / assessment will be in accordance with the medical standards for lift truck operators contained in the Health and Safety Executive publication HSG 6. (The OHS Service Provider will be required to undertake an initial assessment of current lift truck operations to determine and advise on appropriate medical standards to be applied).
- d) Workstation Assessments, including specialist assessment for dyslexia, visual impairment, working from home etc.

At the request of the designated person, the OHS Service Provider will undertake medical examinations of Chief Officers, providing a written report to the individual concerned and appropriate HR staff. The written reports shall provide the individuals with the results of any basic tests and their relevance, advice on healthy lifestyles and any recommendations.

8. Mandatory Service Requirement 4 – Immunisations / Vaccinations / Inoculations

The Service Provider shall provide Council colleagues with immunisations, vaccinations, inoculations, blood tests and/or medications (together called “Treatments”) and shall work with the Council to develop programmes for the delivery of specific Treatments which shall be made available.

The Service Provider shall:

- Work with the Council to assess the risk factors of job roles and develop programmes of Treatments for groups of staff who have been identified as being “at risk” and who would benefit from specific Treatments;
- Deliver Treatments at the Contracting Authorities premises where this represents the most cost effective and/or efficient means of delivering the Services;
- Have documented clear procedures for response to sharps injury, including speedy access to appropriate prophylaxis treatments; and
- Provide responsive screening where there is a threat of infection to Council colleagues (e.g. a needle stick injury or bite) on request.

The Service Provider shall comply with all relevant UK legislation and guidelines, including:

- PHE Standards (. GOV.uk);
- COSHH Regulations;
- Health and Safety at Work Act 1974;
- HSE Guidance;
- The Green Book – Immunisation Against Infectious Diseases 2013; and
- National Travel Health Network and Centre (NTHNC) advice and guidance standards.

The Service Provider shall, in the delivery of Treatments, whether as part of a programme of Treatments or to individual Council colleagues:

- Inform the colleagues as to the full scope of the Treatment, including pre and post assessments, the number of Treatments required to complete a course and the frequency of Treatments;
- Provide general healthcare advice to support the colleagues throughout the Treatment;
- Provide all consumables to support the delivery of the Treatments (e.g. gloves, needles);
- Ensure all medical waste is disposed of in accordance with applicable law;
- Maintain comprehensive patient records of all Treatments, and deliver recall notifications and make appointments for colleagues where they require a follow up appointment, periodic retesting or booster Treatment;
- Inform the Council if a colleague has failed to attend an appointment for Treatment and has not booked a replacement appointment;
- Provide appropriately skilled Service Provider Personnel as required for the delivery of any Treatment in line with published guidelines; and

- Provide Council colleagues with the most up to date public health advice including, at a minimum, travel warnings, restrictions, medical and/or disease risks.

The Service Provider shall ensure that colleagues fully understand the impact of all Treatments on existing or underlying health conditions so that any risks can be managed and/or mitigated against.

The Service Provider shall provide the immunisations, vaccinations and inoculations listed, including but not limited to:

Immunisations, Vaccinations, Inoculations

- Hepatitis A
- Hepatitis B
- Hepatitis C

The Service Provider shall provide the blood tests listed, including but not limited to:

Blood Tests

- Blood Tests - Hepatitis A Antibody
- Blood Tests - Hepatitis B Antibody
- Blood Tests - Hepatitis C Antibody
- Hepatitis B Surface Antigen
- Hepatitis B Vaccination Booster
- Hepatitis C Serology Antibodies
- Hepatitis C PCR

On rare occasions medications may be required for at work hazards such as those related to insect repellent.

9. Education and Awareness Programmes

OHS & EAP Guidance and Education

1. The OHS Service Provider will be required to provide a programme of education, support and training to managers and employees on general wellbeing matters such as healthy lifestyles and fitness, or on other local matters effecting employee wellbeing. This range of products should be delivered using methods that take account of size and spread of the requesting business.
2. Wellbeing information will be provided within a planned program in consultation with the Council to determine the most relevant subject matter, number and mode of delivery, which may include Webinar. The Service Provider will provide a series of wellbeing information and materials.

In addition, the OHS Service Provider will provide a presence at employee wellbeing events and seminars throughout the year, numbering no more than six per annum. The OHS Service Provider will provide information materials on a variety of health and wellbeing topics.

Additional requirement

Provide medical opinion/reports on employee's medical conditions (with appropriate consent) in relation to internal appeal processes, employment tribunals or claims against the Council.

Cancelled/Did not Attend (DNA) Appointments

The OHS Service Provider will be required to manage down cancelled and DNA appointments by seeking to fill any unfilled appointment times where practicable to do so. Cancellation/DNA volumes will be reviewed and discussed with the Council as part of the ongoing contract management arrangements.

10. Non -Core items

The Council may wish to purchase additional services over the lifetime of the Contract which enhance service provision. These may be aspects such as absence response services, Musculoskeletal Services, Neurodiversity/Psychological Services, Ergonomic Solutions, DSE assessments and recommendations.

11. Security Assurance

The Service Provider shall work with the Council to perform security assurance and shall provide a Security Assurance Statement to the Council for approval by the Council's Senior Information Risk Owner.

The Service Provider shall review the Security Assurance Statement on an annual basis and shall advise the Council and the Council if the security risk profile has changed.

The Council will share the Security Assurance Statement with the Council.

Service Providers shall note that the Council may require a separate Security Risk Management Review prior to entering into a Call-Off Contract. This shall be specified by the Council at Call-Off stage.

Security Objectives and Outcomes

The Service Provider shall deliver the service in accordance with the HMG Security Policy Framework. <https://www.gov.uk/government/publications/security-policy-framework>.

The Service Provider shall implement Security Architecture that considers all the technology, people and processes relating to the service.

The security architecture shall be designed to achieve the following security goals:

- Make an initial compromise of the system difficult;
- Limit the impact of any compromise;
- Make disruption of the system difficult; and
- Make detection of a compromise easy.

The Service Provider shall:

- Evidence compliance with the HMG Minimum Cyber Security Standard. <https://www.gov.uk/government/publications/the-minimum-cyber-security-standard>
- Demonstrate coherence with the National Cyber Security Centre (NCSC) Cloud Security Principles. <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles>
- Evidence that the Software Delivery Life cycle is undertaken securely through the application of the NCSC Secure Development and Deployment Guidance. <https://www.ncsc.gov.uk/collection/developers-collection?curPage=/collection/developers-collection/principles>
- Undertake an IT Security Penetration Test and annually thereafter. The IT Security Penetration scope shall be agreed by the Council and shall address the five security controls underpinning the Cyber Essentials scheme. <https://www.ncsc.gov.uk/guidance/penetration-testing>
- The Service Provider shall provide certificated evidence of compliance with ISO/IEC 27001:2013 by a UKAS approved certification body or that they are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013.

The Service Provider and any Subcontractors that have access to Council data or who process Council data shall be certified as compliant with the Cyber Essentials scheme.

The Service Provider shall provide the Council with a copy of the certificate of compliance before the Service Provider or the relevant Sub-contractor shall be permitted to store, process or access OFFICIAL data provided by the Council.

Any exceptions to the flow-down of the certification requirements to third party Service Providers and Subcontractors shall be agreed with the Council.

The Service Provider shall provide certificated evidence of compliance and that of any Subcontractor that is processing payment card data with PCI/DSS v3.2.1 by a PCI/DSS Qualified Security Assessor (QSA) who is qualified by the PCI Security Standards Council.

Security Assurance Delivery

On award of the Contract the Service Provider shall establish a Security Working Group (SWG) to support the security assurance process.

The SWG shall comprise key stakeholders, including the Council, and may include nominated Council representatives.

The Service Provider shall:

- Provide a proposed schedule for the SWG within one (1) week of award of the Framework Agreement.
- Agree with the Council the Terms of Reference for the Security SWG within two (2) weeks of award of the Framework Agreement.
- Hold a SWG on a 6-monthly basis once the service has gone live.

- Provide hosting and secretariat support for the SWG including:
 1. Providing facilities to host the meetings;
 2. Providing an agenda and any background papers prior to the meetings; and
 3. Providing minutes of the meetings.
- Provide to the Council details of the information assurance risks identified through the security assurance process twenty (20) weeks after award of the Contract and on an annual basis thereafter.
- Provide a Security Assurance Statement to the Council twenty-two (22) weeks after award of the Contract and updated annually thereafter.
- Provide evidence to the Council on an on-going basis of the effective operation of the security controls.
- Agree with the Council the scope of an Operational Security report template within twelve (12) weeks of Framework Award. The report shall be provided to the Council on a quarterly basis.

Service Security Assurance

The Service Provider shall provide evidence of the delivery of the service Security Objectives and Outcomes and the associated measures for each of the following in support of the production of the Security Assurance Statement.

The Service Provider shall undertake a service-specific security risk assessment to identify any additional security outcomes or controls needed to reduce the security risk to a level that is acceptable to the Council.

The Service Provider shall provide within two (2) weeks of award of the Contract evidence that either no additional controls are needed or shall propose additional controls. This shall be subject to agreement by the Council.

The Service Provider shall provide evidence that the service shall deliver the security outcomes and associated measures for all the personnel, procedural and technical aspects of the service. This evidence shall demonstrate that relevant HMG Guidance issued by the NCSC has been addressed. The Service Provider shall prepare and submit appropriate evidence to the Council within eight (8) weeks of award of the Contract and shall demonstrate that the security outcomes will be delivered across the service irrespective of whether it is delivered directly by the Service Provider or via Subcontractors.

The Service Provider shall undertake security testing and provide evidence to the Council that the service delivers the required security outcomes and that testing has been undertaken to identify any inherent security vulnerabilities. The Service Provider shall prepare and submit appropriate evidence to the Council with twenty (20) weeks of award of the Contract to demonstrate that the service has been implemented in accordance with the security design irrespective of whether it is delivered directly by the Service Provider or via Subcontractors.

12. Vulnerability Management

The Service Provider shall produce a Vulnerability Management Plan within ten (10) weeks of award of the Framework Agreement.

The Vulnerability Management Plan shall define how all software and hardware used to deliver the service shall be under mainstream vendor support during the duration of the Framework Agreement.

All risks identified during the security assurance process shall be categorised according to the severity of the vulnerability and the potential impact on the service.

The categories of risk shall align to the vulnerability scoring using the appropriate Common Vulnerability Scoring Systems. Service Provider COTS software and third-party COTS software shall be categorised by the Service Provider as 'Critical', 'Important', 'Medium' or 'Low'.

The Vulnerability Management Plan shall ensure that vulnerabilities in the service shall be remediated within the following timescales:

- 7 days for vulnerabilities categorised as 'Critical';
- 30 days for vulnerabilities categorised as 'Important'; and
- 60 days for vulnerabilities categorised as 'Medium and Low'.

13. Incident Management

The Service Provider shall produce a Security Incident Management Plan within fifteen (15) weeks of award of the Framework Agreement.

The Security Incident Management Plan shall provide a categorisation scheme against which all security incidents shall be classified.

The Plan shall detail how the Service Provider will manage security incidents and shall detail the methods of communication to the Council and the Council (including any out-of-band methods) and the how the Service Provider will address information disclosure.

The Service Provider shall review the Information Security Management Plan, its processes and procedures, periodically and as a minimum on an annual basis.

The Plan shall detail how a Security Incident Response Team (SIRT) will be established and its responsibilities for receiving, assessing and responding to security incidents.

14. Personnel Security

The Service Provider Personnel shall be subject to pre-employment checks in accordance with HMG Baseline Personnel Security Standard.

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

Where the Council requires a higher level of staff vetting this shall be specified at Call-Off stage.

15. Off-Shoring

The Service Provider shall provide the Council with a statement of the physical location where data will be stored, processed and managed. The Service Provider shall only be permitted to offshore elements where that aspect of the service is delivered from one of the following locations:

- A country within the EEA;
- A country where the European Commission has made a positive finding with regard to the adequacy of their regulatory Data Protection controls; or
- A Service Provider who has Privacy Shield certification.

16. Data Privacy Impact Assessment

The Service Provider shall provide to the Council within four (4) weeks of award of the Contract a Data Privacy Impact Assessment that shall be agreed by the Council.

The Service Provider shall be responsible for assessing the impact of any changes to the service that impacts on the privacy-related risk exposure.

The Service Provider shall notify the Council of any such change with two (2) weeks of the Service Provider identifying such impact.

17. Assurance Management Systems

Assurance Management Systems Mandatory Requirements – The Service Provider shall have Assurance Management Systems which comply with the standards of ISO 9001, ISO 14001 and ISO 27001 or the European Foundation for Quality Management.

The Service Provider shall at all times for the duration of this Framework Agreement, and the term of the Council's Call-Off Contract, comply with the relevant standards or the successors of these standards, for the scope of the services offered, including but not limited to the following service management standards:

- A Quality Management System supported by the International Service Provider for Standardisation ISO 9001 Quality Management System, or the current European Foundation for Quality Management (EFQM) Excellence Model criteria or equivalent. BS EN ISO 9001 "Quality Management System" standard or equivalent.
- ISO 10007 Quality management systems – Guidelines for configuration management or equivalent
- BS25999-1:2006 Code of Practice for Business Continuity Management and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision ITSC/DR plans or equivalent (b) Environmental Standards
- An Environmental Management System supported by the International Service Provider for Standardisation ISO 14001 Environmental Management System or equivalent. BS EN ISO 14001 Environmental Management System standard or equivalent.

18. Business Continuity and Disaster Recovery

The Service Provider shall have in place within 30 working days of the Call-Off Contract commencement date, robust Business Continuity and Disaster recovery plans (including Escrow) to ensure continuity of service.

The Service Provider shall provide separate Business Continuity and Disaster Recovery plans, relevant to the service delivery of this Framework Agreement, to the Council upon signing the Contract and to the Council at Call-Off Contract stage. These should be reviewed every 6 months or after any major incident.

The Service Provider shall have a robust Business Continuity Plan in place to maintain the delivery of services during periods of unplanned unavailability the Online Employee Benefits Platform and/or offline service(s). The plan shall include the ability to implement the provisions of the Escrow agreement to access the source code in the event the Council is unable to access the system.

The Service Provider shall maintain its readiness with a Business Continuity plan in accordance with the principles and operation of ISO22301 and ISO22313.

The Service Provider shall provide a comprehensive Disaster Recovery Plan which details the processes by which significant disruptions will be managed to support the Council and its employees in the event of any disruptions of significant scale and impact.

The Service Provider shall, in the event of an emergency or crisis management situation, notify the Council and the Council immediately, and within 4 hours. The details of the Service Provider process for the management of the potential emergency shall be clearly defined in the Business Continuity and Disaster Recovery Plan.

19. Framework Management Mandatory Requirements and Account Management

The Service Provider shall provide a Contract management service and account management services which fully supports all the requirements of the Contract and the requirements of the Council.

The Service Provider shall manage, control and maintain all Framework and Council's account management activity.

Framework Management

The Service Provider shall provide the Council with a named Framework Manager, by email, within 5 working days of Framework Award. The nominated Framework Manager shall have a minimum of two years' relevant industry experience.

The Framework Manager shall ensure that all the requirements of the Contract are met or exceeded and will be familiar with all aspects of the Contract and suitably

experienced in the role. The Service Provider shall have arrangements in place to deal with annual leave or any unplanned absence.

Where the service or performance by the Service Provider falls below the required level then the Framework Manager shall ensure that any necessary additional resource is committed promptly at no extra cost to the Council.

Periodic review meetings (at least quarterly) will be an essential part of the Contract management process. The content of these review meetings will be to report on and check the standards and performance of the Service Provider, to resolve any issues and identify business opportunities and potential innovative solutions.

The Service Provider shall provide the Council with a communication plan and relevant communication materials, at no cost to the Council.

20. Call-Off Contract Management

The Service Provider shall appoint an Account Manager for the Council to ensure that the requirements of the Call-Off Contract are met. The Account Manager shall have a minimum of two year' relevant industry experience. The Account Manager and their team will need to develop an understanding of Council's business, culture and ways of working.

The Service Provider shall have measures in place to ensure any periods of annual leave or any unplanned absence are covered.

The amount of account management provided by the Service Provider shall be proportionate to the size and requirements of the Council. This shall be agreed at the Call-Off Contract and/or implementation Stage.

The Account Manager shall hold quarterly operational service management review meetings with the Council as agreed at the Call-Off Contract and/or implementation Stage.

The Service Provider shall provide the Council with a communication plan and relevant communication materials, at no cost to the Council.

Management Information and Data reporting

The Service Provider shall provide management information to the Council.

21. Framework Management Information

The Service Provider shall complete and upload the Management Information template, issued by the Council. The MI template shall be completed and uploaded each month by the date specified by the Council for the duration of this Contract and any Call-Off Contracts.

The Council may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs) or other committee requests. The Service Provider shall provide the required data or information as requested by the Council.

The Service Provider shall advise the Council within 5 working days of a Call-Off Contract being awarded pursuant to the Framework.

The Service Provider shall report savings made under the Contract to the Council against comparative offerings in the employee Benefits market and shall identify savings opportunities detailing the action required to achieve savings and the potential value of the saving.

The Service Provider shall provide the Council with a minimum of one case study per quarter, for the duration of this Framework Agreement, which will evidence savings, benefits and/or added value of this Framework Agreement.

The Service Provider shall complete Key Performance Indicators (KPI) issued by the Council. Reports shall be provided each month by the date specified by the Council for the duration of this Contract and any Call-Off Contracts.

The Service Provider shall provide to the Council, on a monthly basis, one consolidated report, by the Council, which contains the information provided at Call-Off contract level.

The Service Provider shall provide to the Council one consolidated report capturing all complaints listed by the Council, detailing complaint and resolution (including compliance with timescales). To be provided on a quarterly basis.

22. Social Value

The Service Provider shall promote social value in the delivery of the services. As a minimum this shall reflect the key priorities outlined below. Social value refers to the wider financial and non-financial impacts of projects and programmes including the wellbeing of individuals and communities, social capital and the environment.

The Service Provider shall ensure that the Council and/or the Council obtain the optimal social, environmental and economic benefits from Framework Agreements.

The key priorities for this Contract are:

- Diverse supply chains - The Service Provider shall ensure that supply chains are accessible to all sizes of businesses including small and medium sized enterprises (SMEs), VCSEs and third sector businesses.
- Environmental sustainability - The Service Provider shall ensure that in the performance of the Framework and Call-Off Contracts their negative environmental impacts and those of their key subcontractors are reduced or mitigated against.
- Safe supply chains - The Service Provider shall take reasonable steps to ensure that modern slavery risks within the supply chain are monitored, identified and reduced and where identified are acted upon accordingly.

23. Supply Chain Management

The Service Provider shall ensure that they exercise due skill and care in the selection of any Subcontractors

The Service Provider shall ensure that processes are in place to manage fluctuations in demand and to manage critical points of failure within the supply chain to ensure continuity of supply throughout the terms of the Framework and any subsequent Call-Off Contract.

The Service Provider shall ensure that all Subcontractors appointed have the technical and professional capability, resources and experience to deliver all the Mandatory Requirements set out in this Framework Agreement.

The Service Provider shall formalise relationships with Subcontractors and manage any Sub contractors.

The Service Provider shall ensure quality and operational efficiencies within the supply chain.

24. Continuous Improvement and Value for Money

The Service Provider shall continuously monitor the performance of its own Account Management function and shall have processes in place to identify any issues in the supply of the Council enabling prompt mitigation measures to be carried out.

The Service Provider shall, throughout the Framework and Call-Off Contract period, identify new or potential improvements to the provision of the services to review Council costs and/or improving the quality of the service delivered.

The Service Provider shall put in place a Continuous Improvement Plan that is updated on a yearly basis.

When implementing continuous improvement plans, initiatives or innovation, the Service Provider shall have an established change management procedure, including, communications plans, training requirements, contingency planning and subsequent lessons learnt activities, to ensure the effective delivery of customer requirements with minimal disruption.

25. Complaints Procedure

The Service Provider shall be responsible for ensuring Council's satisfaction is maintained for the duration of the Project Contract and work collaboratively with the Council to resolve issues which may affect satisfaction.

The Service Provider shall have in place robust and auditable procedures for logging, investigating, managing, escalating and resolving complaints or problems initiated by the Council, the Council, and its employees. The procedure shall allow for the identification and tracking of individual complaints from initiation to resolution.

The Service Provider shall have a clearly defined complaints procedure setting out timescales for the action that will be taken and including escalation procedures and timescales.

As a minimum, complaints must be acknowledged within 24 hours and satisfactorily resolved within 5 working days, or by agreement with the Council and/or the Council.

The number and nature of complaints arising, and corrective action taken or being taken shall be reviewed at the review meetings or as requested by the Council.

26. Transition and Exit

At the start of the Contract period the Service Provider shall provide to the Council a proposed exit strategy and high-level plan. The exit strategy and high-level plan shall be agreed in writing with the Council prior to commencement of any Call-Off Contracts. In implementing the exit strategy and high-level plan the Service Provider shall ensure a smooth transition is affected for the Council to any new contract arrangements. The Service Provider shall work with any new Service Provider upon expiry of a Call-Off Contract to affect a smooth transition.

At the end of any Call-Off Contracts, the Service Provider shall ensure that all current and historic data and all profiles are securely cleansed, in a manner achieving the relevant security outcomes agreed upon in the exit plan. The Service Provider shall maintain, process and destroy data in accordance with GDPR at no additional cost to the Council. The Service Provider shall confirm in writing when all data has been destroyed.

Twelve months prior to the expiry of the Contract the Service Provider shall provide a robust exit strategy and plan to the Council.

Call-Off Contract Transition and Exit

Twelve months prior to go live with a new Service Provider, the Service Provider shall provide to the Council:

- a) The named Service Provider personnel appropriately experienced who shall work with the Council to develop and implement the agreed exit strategy
- b) Employee profiles for the Council, including unique references, email addresses and contact numbers;
- c) Spend volume and transaction numbers broken down by service;
- d) A mutually agreed communications plan; and
- e) A mutually agreed strategy for dealing with live service requirements

Three months prior to Contract commencement with a new Service Provider, the Service Provider shall provide a refreshed employee data set.

One month prior to Contract commencement with a new Service Provider the Service Provider shall provide written confirmation to the Council that all HMG data has been securely erased in a manner satisfying GDPR requirements